



October 18, 2016

Ladies and Gentlemen:

This letter agreement ("Agreement") sets forth the agreement and understanding as to the essential terms of participation by the City of Commerce (the "City") in the Bot Home Automation, Inc. dba Ring ("Ring") "Ring.com Safer Cities" program. The parties intend this Agreement to be binding and enforceable, and that it will inure to the benefit of the parties and their respective successors and assigns.

1. Program. Subject to the terms and conditions of this Agreement, Ring and the City agree to collaborate on the distribution of the Ring Video Doorbell, Ring Video Doorbell Pro, and Ring Stick Up Cam (each, a "Product" and collectively, the "Products") to residents of the City ("Residents").
2. Ring Responsibilities.
  - a. Promotional Code. Ring agrees to provide the City with a promotional code (the "Code") that will be valid commencing on the date mutually agreed by the parties and ending ninety days (90) thereafter (such period, the "Promo Period"). The Code will be valid towards \$100 off any of the Products purchased through Ring.com during the Promo Period. The Code may be used for up to 3000 Products in the aggregate, and up to three times per order. In order to apply the Code, the zip code of the shipping address for the Products must be 90040. Ring reserves the right to cancel or change the Code or limit the number of orders per household in the event it suspects that the Code is being abused (including bulk purchases).
  - b. Order Fulfillment. Each Resident shall provide Ring with the information required for Ring to complete delivery of the Product (including name, address, email, etc.). Standard delivery is included with each Product free of charge. Ring will use commercially reasonable efforts to ship the Products within three business days.
  - c. Free Cloud Services. Ring will provide its Cloud Video Recording services to each Resident purchasing a Product free of charge for 30 days immediately following Product activation. After the 30-day period expires, Resident may continue to receive such service at the then applicable price or cancel the service and incur no further charges.
  - d. User Support. Ring shall provide its customary end user support and product warranty (available at [ring.com/warranty](http://ring.com/warranty)) for all Products purchased by Residents.

- e. Marketing Support. Ring will provide the City with internal product support (namely, product education) and will provide the City with access to marketing materials prepared by Ring that the City may use in its marketing efforts.
  - f. Accounting. Within 30 days after the end of the Promo Period, Ring will provide the City with an accounting statement (the “Accounting Statement”) setting forth the number of Products purchased using the Code during the Promo Period, and such other information reasonably requested by City to enable the parties to determine the City’s required Sales Contribution Amount, as defined below.
3. City Responsibilities.
- a. Marketing. The City will market, advertise, and promote the Products to Residents during the Promo Period in an effort to maximize the sales volume of the Products. The City may use marketing materials provided by Ring or may create its own marketing materials (the “City Materials”), provided that any City Materials shall be subject to Ring’s prior written approval, which shall not be unreasonably withheld. The City will ensure that it has obtained any required rights or clearances to use the City Materials as contemplated herein. The City shall refrain from communicating any information with respect to guarantees or warranties regarding the Products, except such as are expressly authorized by Ring in writing or are set forth in Ring’s literature or other promotional materials. The City grants Ring a non-exclusive, royalty-free, perpetual, worldwide right and license to use, distribute, reproduce, modify, adapt, prepare derivative works of, and publicly display the City Materials in any media format or medium and through any media channels, including through Ring social network sites.
  - b. Feedback and Results. City will provide Ring with any feedback and results reasonably requested by Ring with respect to the impact on the City and the Residents of installing and using the Products, including available crime statistics.
  - c. Sales Contribution Amount. Within 30 days of its receipt of the Account Statement, the City shall pay Ring an amount equal to \$50 (the “Sales Contribution Amount”) for each Product sold to Residents during the Promo Period using the Code. Without limiting the City’s obligation to pay the Sales Contribution Amount within 30 days, the City may, at its own cost and expense, audit Ring’s applicable sales data to confirm the amount of the Sales Contribution Amount within one year of the end of the Promo Period.
4. Confidentiality. During the term of this Agreement and indefinitely thereafter, the parties shall protect, safeguard, keep secret and retain in strictest confidence, and shall not, without the prior written consent of the other party, furnish, make available or disclose to any third party any Confidential Information of the other party. As used herein, “Confidential Information” of either party shall mean any information relating to business or affairs of such party or its products, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” including but not limited to: intellectual property rights, information relating to financial

statements, business strategies and plans, customer identities, customer accounts, potential customers, employees, suppliers, servicing methods, equipment, programs, style and design strategies and information, analyses, profit margins, or other proprietary information used by such party in connection with its business. Confidential Information excludes information that, at the time of disclosure and as established by documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this paragraph by the receiving party or any of its representatives; (b) is or becomes available to the receiving party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the receiving party before being disclosed by or on behalf of the disclosing party; or (d) must be disclosed under applicable law. Each party will make sure that the Confidential Information is disclosed only to those of its representatives whose functions require that they obtain access to the Confidential Information to carry out the purpose of this Agreement. Each party shall be responsible for any breach of this paragraph caused by any of its representatives.

5. Governing Law; Fees. Any controversy or claim arising out of or relating to this Agreement shall be resolved pursuant to the laws of the State of California (without reference to conflict-of-laws principles) EXCLUSIVELY in a court of competent jurisdiction located in the State of California, Los Angeles County; provided that nothing shall restrict Company or the City from seeking equitable relief in any court of competent jurisdiction to prevent or address a breach or threatened breach of this Agreement. If any party institutes any legal action or proceeding against the other arising out of this Agreement, the prevailing party in the action or proceeding is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses, court costs and other expenses.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the parties.
7. Public Announcement. All press releases and public announcements relating to the City's participation in the Program will be agreed to and prepared jointly by the parties.
8. Counterparts. Delivery of an executed signature page of this Agreement by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means has the same effect as delivery of an executed original of this Agreement.

[SIGNATURES ON NEXT PAGE]

If you are in agreement with the terms of this Agreement, please sign in the space provided below and return a signed copy to Jordan Maroko. Upon receipt of a signed copy of this Agreement, Ring will proceed with consummating the transaction discussed herein in a timely manner.

Very truly yours,

Bot Home Automation, Inc.

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Name:

Title:

City of Commerce

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Name: Ivan Altamirano

Title: Mayor