

Vivint Smart Home Shopping Improvement Program
Terms & Conditions of Participation and Non-Disclosure Agreement

This Terms & Conditions of Participation and Non-Disclosure Agreement (this "**Agreement**") is made and entered into by you ("Participant", "**You**", or "**Your**") and Vivint, Inc. ("**Vivint**") (sometimes collectively referred to as "**Parties**"). By participating in the Vivint Smart Home Shopping Improvement Program ("**Program**"), You agree to these Terms and Conditions, which may be updated from time to time.

- 1. Purpose.** The Program is intended to evaluate, maintain, and improve the quality and innovation of Vivint services. In connection with the Program the Parties may disclose to each other certain confidential technical and business information which the Parties desire to be kept confidential.
- 2. Participant Qualifications:** Upon enrolling in this program, Participants certify that they meet the following requirements:
 - I am at least 18 years of age
 - I will fulfill all Expectations and Responsibilities (as set forth below) as a participant in the Program
 - I will maintain strict confidentiality regarding my participation in the Program
- 3. Expectations and Responsibilities of Participants.** Participation in the Program requires the completion of various tasks and responsibilities, including, but not limited to the following expectations and responsibilities ("Expectations and Responsibilities"):
 - Maintain confidentiality regarding Your participation in the Program from Company excepting the Shopping Improvement Team available through the email shoppingimprovement@vivint.com;
 - Complete all surveys (at least monthly) and required feedback within 3-5 days
 - Be able to communicate via email
 - Interact with all communications from Vivint
 - Perform system/service tests as instructed by the Shopping Improvement Team within 3-5 days;
 - Interact regularly with their smart home system;
 - Commit to fulfilling Expectations and Responsibilities for a period of one year.
 - Remain current with all payments as contracted
- 4. Compensation.** \$30 gift card shall be sent by email on the 25th of every month beginning the month following their enrollment and lasting for the Program enrollment period so long as Expectation and Responsibilities have been fulfilled.
- 5. Failure to Fulfill Expectations.** In the circumstance that the Participant fails to fulfill Expectations and Responsibilities, Company will send notification of Participant's failure, informing the Participant that they have a period of ten days in which to become compliant with the Terms and Conditions of this Agreement. If Participant becomes compliant within the designated period, Company will send notification of compliance and Participant will continue in the Program. In the event that Participant remains out-of-compliance, Company will send notification of Participant's removal from the Program and its compensation.
- 6. Confidential Information.** The term "Confidential Information" shall include Participant's status of participation within the Program, as well as all financial, technical, and other information provided by the parties, including all copies thereof (including, without limitation, all agreements, discoveries, ideas, designs, specifications, drawings, techniques, models, data, programs, software, documentation, processes, know-how, customer lists, marketing plans, books, logs, charts, records, studies, reports, etc.) which may be furnished or disclosed to recipient by, or acquired by recipient directly or indirectly from, the disclosing party and/or its Affiliates (defined below), including as a result of an inspection of any facility of the disclosing party or its Affiliates, or disclosing parties licensors, licensees or customers. For purposes of this Agreement, Confidential

Information shall not include, and the obligations herein shall not apply to, information that: (a) was legally in the public domain prior to the time of disclosure to the recipient, (b) is now or subsequently becomes generally available to the public through no fault of recipient; (c) recipient can demonstrate was rightfully in its possession prior to disclosure to recipient by the disclosing party; (d) is independently developed by recipient without the use of any Confidential Information provided by the disclosing party; (e) recipient rightfully obtains from a third party who has the right, without obligation to the disclosing party, to transfer or disclose such information; or (f) is required by law, regulation, rule, act, or order of any governmental authority or agency to be disclosed by the receiving party; provided, however, if Confidential Information is required to be disclosed pursuant to Section 2(f), the recipient shall first give written notice of such requirement to the disclosing party and shall permit the disclosing party to intervene in any relevant proceedings to protect its interests in the Confidential Information and provide full cooperation and assistance to the disclosing party in seeking to obtain such protection.

7. **Affiliate.** References to “Vivint Smart Home” or “Vivint, Inc” or “Company” shall include Affiliates of Vivint. The term "Affiliate" shall mean (a) any person or entity directly or indirectly controlled by, controlling or under common control with such party, and (b) any officer, director, management employee or trustee of such party.
8. **Non-use and Nondisclosure.** Each of the Parties agrees not to use any Confidential Information disclosed by the other Party for any purpose except to evaluate and engage in discussions concerning the Program between Parties. The Parties agree not to disclose any Confidential Information received from the other party to third parties or to employees of the recipient, except to those employees who are required to have the Confidential Information in order to evaluate or engage in discussions concerning the Program.
9. **Maintenance of Confidentiality.** The Parties agree to take all reasonable measures to protect the secrecy of and prevent the disclosure and unauthorized use of the other Party’s Confidential Information. Without limiting the foregoing, the recipient shall take at least those measures that the recipient takes to protect its own Confidential Information. The recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by the disclosing Party. A recipient shall immediately notify the disclosing party in the event that it becomes aware of any unauthorized use or disclosure of the disclosing Party’s Confidential Information. ***Failure to maintain Confidential Information will result in the Participant’s necessary removal from the Program and its compensation.***
10. **No Obligation.** Nothing herein shall obligate the Parties to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. ***Participant may opt-out of Program and its compensation at any time.*** This Agreement does not create any joint venture, pooling arrangement, agency or partnership relationship between the Parties.
11. **No Warranty.** All Confidential Information is provided "as is". Neither Party makes any warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.
12. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information of a disclosing Party and all copies thereof which are in the possession of a recipient shall be and remain the property of the disclosing Party and shall be promptly returned to the disclosing Party upon the disclosing Party’s request, except that one copy may be retained by the recipient for archival purposes.
13. **Ownership.** You hereby acknowledges that each Party's Confidential Information is and shall continue to be the exclusive property of such Party, whether or not disclosed or entrusted to the other party pursuant to this Agreement.
14. **Term.** This Agreement shall be 12 months from enrollment date.

- 15. Remedies.** Each party hereto acknowledges that any violation or threatened violation of this Agreement by the other party will cause irreparable injury, entitling the injured party to obtain injunctive relief in addition to all legal remedies.
- 16. Governing Law.** This Agreement, and application or interpretation thereof, shall be governed by the laws of the State of Utah. Any lawsuit to enforce the terms hereof shall be brought only in the State of Utah.
- 17. Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This document contains the entire agreement between the parties with respect to the subject matter hereto. Any failure to enforce any provision of this agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.