



# Arlo Partner Program General Terms

ARLO TECHNOLOGIES, Inc.

## Partner Registration Agreement

This Partner Registration Agreement is between you (“you” or “Partner”) and Arlo Technologies, Inc. (“Arlo”) and provides the terms and conditions governing your participating in Arlo’s authorized partner program (“Partner Program”). By clicking on the “I Accept” button and completing the registration process, you represent that: (1) you have read, understand, and agree to be bound by this Agreement; (2) you are of legal age to form a binding contract with Arlo; and (3) you have the authority to enter into the Agreement personally or on behalf of the entity you have named as the Partner, and to bind that entity to this Agreement. The term “you” refers to the individual or legal entity, as applicable, identified as the Partner when you registered for the Partner Program. If you do not agree to be bound by this Agreement, you may not participate in the Partner Program.

### 1 Definitions.

Capitalized terms in this Agreement shall have the following meanings:

**Affiliated Entities** means, with respect to a Party, (a) the Party's affiliates; (b) the Party and its affiliates' respective shareholders, directors, officers, employees, affiliates, agents, representatives, licensors, suppliers and service providers; and (c) the respective successors and assigns of the foregoing. For clarity, Partner is not an Affiliated Entity of Arlo for purposes of this Agreement.

**Arlo Programs** means rebates, discounts, offers, promotions, or other special incentive programs provided by Arlo to the Distributors to be provided, in whole or in part, to Partner.



**Confidential Information** means all information disclosed by one Party to the other Party that: (a) if in tangible form, is designated "Confidential" or "Proprietary"; (b) if disclosed orally, is summarized in writing and delivered to the other Party within 30 days of disclosure; or (c) which by the nature of the information and the circumstances of the disclosure, the receiving Party should reasonably infer to be confidential or proprietary. Confidential Information does not include information which: (i) is or becomes generally known through no fault of the receiving Party; (ii) is known to the receiving Party at the time of disclosure, as evidenced by its records, (iii) is hereafter furnished to the receiving Party by a third party as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving Party without any breach of this Agreement. Notwithstanding the foregoing, the Parties agree that Arlo price lists, Arlo Programs, and product roadmaps are all deemed to be Confidential Information under this Agreement.

**Distributor(s)** means an entity authorized by Arlo to distribute and license Products and Services to resellers in the Territory.

**Documentation** means operating manuals, user instructions, technical literature and other written materials ordinarily provided by Arlo with Products or Services.

**End User** means a customer that purchases Product and Services from Partner for its own use and not for further distribution or sale.

**European Union** means all the countries and jurisdictions in the European continent, including, without limitation, Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kazakhstan, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, The Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, the United Kingdom (including, for clarity, its constituent parts) and Vatican City.



**Government Customers** means government entities as well as businesses that are government-owned or government-controlled or subject to government procurement rules.

**Hardware** means physical components of equipment that is branded as Arlo equipment or that is part of a Arlo product line.

**Laws** means statutes, laws, regulations, ordinances, executive orders and the like.

**Marks** means trademarks, service marks, and logos owned by, Arlo, including without limitation Arlo and any Arlo Partner Program logos.

**Parties** means Arlo, and Partner/you, each a "**Party.**"

**Product(s)** means the Hardware, Software and Documentation, or any part thereof, authorized by Arlo for purchase and resale by Partner based on Partner's certification and specialization levels under the Partner Program and this Agreement, excluding any Hardware, Software and Documentation that requires special authorization, as determined from time to time by Arlo.

**Services** mean maintenance and support services provided by Arlo for Products.

**Software** means machine-readable object code, whether incorporated in the Hardware or delivered separately, and including any new production versions thereof.

**Territory** means any geographic location assigned by Arlo to Partner after completion of the partner registration process, but in no event will the Territory include the European Union.

## **2 Appointment of Partner; Scope of Appointment.**

**2.1 Appointment of Partner.** Subject to the terms of this Agreement, Arlo hereby authorizes Partner to purchase and license Products and Services for resale to End Users located within the Territory. Partner may not resell Product or Services to another reseller, agent, broker or other intermediary in the chain of distribution, unless specifically granted the authority to do so by



Arlo in writing. Unless otherwise authorized by Arlo in writing, Partner will not purchase Products or Services from any source other than Arlo or Distributors. Partner may distribute the Products only with all warranties, disclaimers and license agreements intact as shipped from Arlo. Partner will take all steps reasonably requested by Arlo or Distributor to inform End Users of any applicable restrictions and limitations regarding the use of the Products. This appointment is subject to any distribution channel and certification and specialization levels that may be specified by Arlo in email notifications to Partner after completion of the partner registration process. This paragraph does not restrict Partner's ability to resell other companies' products to End Users.

**2.2 Conditions of Appointment.** In the exercise of Partner's rights under this Agreement, Partner will not make any commitments, warranties or representations, express or implied, with respect to Arlo, the Products or Services except as authorized in advance in writing by Arlo.

**2.3 European Union.** Partner may not resell Product or Services to any person in the European Union, and may not resell Product or Services to any person in the Territory if Partner knows or has reason to know that such third party intends to sell the Products or Services in the European Union.

### **3 License Grants; Restrictions.**

**3.1 Trademark License Grant.** During the term of this Agreement and subject to its terms, Arlo hereby grants to Partner, without charge, a non-exclusive, non-transferable, non-sublicensable right to use and display the Marks solely to indicate Partner is a reseller of Products and Services in the Territory. Partner agrees that all use of the Marks, and all goodwill arising out of such use, shall inure to the sole benefit of Arlo. Partner will market and distribute Product only under the Marks. Partner will use the Marks in accordance with Arlo's trademark and brand guidelines or style guide and furnish to Arlo all promotional, advertising and other materials that refer to or display any Marks for Arlo review and approval. Use of the Marks does not create any right, title or interest of Partner in the Marks or in continuing rights to market or distribute Product. Partner agrees to cooperate with Arlo if Arlo seeks to proceed with any infringement action regarding such rights. Partner shall not register or contest Arlo's ownership



of any Marks or tolerate any act impairing or tending to impair any right, title or interest of Arlo in such Marks. Arlo shall, at any time, have the right to audit Partner's use of the Marks and require Partner to modify such use as may be specified by Arlo.

**3.2 License Grant.** To the extent the Products contain or consist of Software or firmware, Partner's appointment only grants to Partner a license to distribute to End Users in the Territory such Software or firmware and does not transfer any right, title or interest in any such Software or firmware to Partner or to any End User. The license of any such Software or firmware will be and is made pursuant to the terms and conditions of the license agreement included with each Product ("EULA"). Use of terms such as "sell," "purchase," and "price" will be interpreted in accordance with this Section 3.2.

**3.3 Restrictions.** Partner may not do, or authorize or assist any third party in doing, any of the following:

(a) make available any website, application, or other materials that could reasonably cause a likelihood of confusion that the website, application, or other materials are made available or endorsed by Arlo;

(b) make unauthorized copies, translate, reverse engineer, decompile, disassemble, otherwise attempt to derive source code or programming structure and function from or create derivative works based on the Software, or use the Software other than as part of the Product in which the Software has incorporated or for which it has been delivered;

(c) remove or alter any proprietary notices, product identification, restrictive rights notices, copyright notices, labels, Marks, warranties, disclaimers, or license agreements on, in, or shipped with any copy of the Products or Documentation or packaging; or

(d) otherwise take any action, or authorize any third party to take any action, that would breach the applicable EULA.



#### **4 Reports.**

Partner shall comply with any reasonable reporting requirements and report submission procedures established, from time to time, by Arlo or the applicable Distributor.

#### **5 Pricing.**

**5.1 Partner Prices.** The prices Partner pays for Products and Services will accord with the terms of the Distributors from which the Partner purchases such Products and Services. Partner is free to determine the resale prices for the Products and Services and nothing prevents Partner from offering additional discounts at Partner's discretion. Partner may independently decide to follow Arlo's Minimum Advertised Price (MAP) Policy for all SKUs where Arlo has published a MAP price to be eligible for Arlo marketing funds and other benefits.

**5.2 Promotional Pricing.** Arlo may provide the Distributors with Arlo Programs. Such Arlo Programs will apply only to resales made to one or more End Users. Any such Arlo Programs must be provided to the Distributors and to Partner in writing, which includes email notification from Arlo, and must specify a fixed time period during which such Arlo Program applies. If no time limit is specified in writing, the time period shall be ninety (90) days from the effective date of such Arlo Program. Arlo may condition the Arlo Program on the Partner's compliance with the Arlo MAP Policy. No such condition will prohibit Partner from selling at any price below the prices established by Arlo.

#### **6 Warranty.**

**6.1 Warranty to End User.** The only warranties Arlo offers are those warranties provided in writing with the Product. In the event of any inconsistency between this Section 6, and any written warranties and disclaimers shipped with the Products, the latter shall prevail.

**6.2 Limitations on Warranty to End User.** The warranty offered by Arlo will not apply to a Product that (a) has been sold by an unauthorized reseller; (b) has been sold through an unauthorized channel or otherwise in breach of this Agreement; (c) contains defects due to



damage from shipment, handling, storage, accident, abuse or misuse; (d) has been used or maintained in a manner not conforming to product manual instructions; (e) has been modified in any way, including but not limited to the removal or alteration of any serial number; (f) is used with rechargeable batteries or inferior-quality batteries that cause damage to the Product; or (g) is repaired or modified by anyone other than Arlo or a Arlo-approved agent. Without limiting the foregoing, Partner understands that any warranty Arlo offers will be void if Partner causes any of the foregoing conditions to be met. In addition, Products or Services are not designed or intended for use in: (i) the design, construction, operation, or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Arlo disclaims any express or implied warranty of fitness for such uses. Arlo is not responsible for backing up programs and data to protect against loss or corruption. Arlo warranty obligations do not include installation support.

**6.3 Disclaimer.** Except for the express warranties Arlo directly offers in writing with the Product, to the fullest extent permissible under applicable Law, all Products, Services, Arlo websites, and all other materials and information provided to Partner are provided on an "As Is," "Where Is," and "Where Available" basis, and Arlo expressly excludes and disclaims all warranties, whether express or implied, statutory or otherwise regarding Products, Services, Arlo websites, and all other materials and information provided, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, absence of hidden defects, of non-infringement or any warranty that may arise by reason of usage or trade or course of dealing. For the avoidance of doubt, Arlo does not warrant that any information, links or other materials included in its websites are accurate, complete, or error-free, or that its Products or Services are error-free or will operate without problems or interruptions. All disclaimers of any kind (including in this Section and elsewhere in this Agreement) are made on behalf of both Arlo and its Affiliated Entities.

## **7 Partner Program Requirements.**

**7.1 Qualifications.** Partner shall purchase Products and Services for resale only from Distributors, unless specifically allowed otherwise by Arlo. Partner shall, at all times, comply with the policies and criteria established by Arlo for the Partner Program. Partner shall maintain



a sales organization, personnel with the necessary training and expertise (including engineers if applicable), facilities, and other resources sufficient to provide sales and technical service, support and assistance, and to otherwise carry out Partner's obligations under this Agreement. Unless otherwise authorized by Arlo in writing, Partner may not list Products or Services for sale on a third-party e-commerce platform, including Amazon Marketplace. Partner must maintain true and accurate records sufficient to show Partner is in compliance with this Agreement and meets the qualifications in this Section 7.1. Arlo reserves the right to audit such books and records or request additional information from Partner to ensure that Partner is complying with this Agreement and any Arlo Programs and continues to qualify for the Partner Program. At Arlo's option, Arlo may disqualify Partner from the Partner Program, terminate this Agreement or change Partner's designated Territory, Distributors or certification and specialization levels, if Arlo determines Partner does not meet the then-current qualifications for any such designation.

**7.2 Demonstration and Evaluation Equipment.** If Partner purchases demonstration, internal evaluation or testing units of the Products, Partner shall use these Products solely for demonstration, internal evaluation and testing purposes. Partner shall not distribute, sell or sublicense to any third party any of these demonstration or evaluation Products without the prior written consent of Arlo. Software licensed under any Arlo evaluation program is subject to the terms and conditions of the shrink-wrap/click-through agreement included with the Software.

**7.3 Other Benefits.** Partner will have access to a Arlo restricted-access website providing Partner with tools and resources to aid in Partner sales efforts.

**7.4 Third Party Materials on Websites.** Without limiting Section 6.3 in any way, Arlo's websites may contain materials subject to a third party's rights, e.g. images for which a third party owns copyrights. Partner is solely responsible for determining that Partner's use of materials from Arlo's websites does not violate a third party's rights, including but not limited to infringing a third party's copyright.





**8 Export Sales and Export Controls.** Partner acknowledges that the Products and Services it may purchase and resell under this Agreement are subject to export controls under the laws and regulations of the Territory and the United States (U.S.). Partner shall comply with such laws and regulations governing use, export, re-export, and transfer of Arlo Products and Services and will obtain all required U.S. and local authorizations, permits, or licenses. Arlo and Partner each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations and licenses, and to take timely action to obtain all required support documentation.

**8.1 Export-Related Books and Records.** Partner agrees to maintain full, true, and accurate records of exports, re-exports, and transfers of the Products or Services purchased and deployed or distributed, according to U.S. and local laws for at least five (5) years following the date of any such export, re-export, or transfer.

## **9 Confidentiality and Compliance.**

**9.1 Confidential Information.** Each Party will use a reasonable degree of care to maintain all Confidential Information of the other in confidence and neither will disclose to any third party nor use Confidential Information of the other for any unauthorized purpose. Each Party may only disclose Confidential Information to those of recipients, employees and representatives as may have a need to know to accomplish the purposes of this Agreement. No rights or licenses to intellectual property in Confidential Information are granted by either Party under this Agreement, whether express, implied or otherwise. The obligations imposed on the receiving Party shall survive until such time as the Confidential Information of the other Party becomes publicly available or made generally known through no fault of the receiving Party. Partner will return all of Arlo's Confidential Information immediately after Partner's need for it has expired or upon request of Arlo or termination of this Agreement. Each Party agrees that the violation of the confidentiality provisions will cause irreparable injury to the other entitling the other Party to injunctive relief. Any Confidential Information disclosed prior to the Effective Date, but in anticipation of the Parties entering into this Agreement, will be treated as if it were disclosed under this Agreement (and as if this Agreement were in effect at the time of disclosure). If a Party becomes legally compelled to disclose any Confidential Information of the other Party,



such Party will provide the disclosing Party prompt written notice, if legally permissible, and will use its best efforts to assist the disclosing Party in seeking a protective order or another appropriate remedy. If the disclosing Party waives the receiving Party's compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, the receiving Party will furnish only that portion of the Confidential Information that is legally required to be disclosed, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

**9.2 Compliance with Laws.** Partner will comply fully with all Laws of any country, state, municipality, or the like in which Partner resells or offers to resell, or which is otherwise applicable to, the Products or Services, or Arlo or Partner's business activities, including but not limited to export Laws, environmental laws, insider-trading laws, antitrust laws, labor laws and anti-bribery laws.

**9.2.1 Anti-bribery Laws.** Partner must comply with all applicable federal, state and local anti-bribery laws, including but not limited to United States Foreign Corrupt Practices Act. Partner must not, directly or indirectly, make, offer or issue authorization to pay any money, gift, bribes, kickbacks or anything of value to anyone, including government officials, employees or representatives of any government, company or public or international organization, or to any other third party, that is or could be perceived as intended, directly or indirectly, to improperly influence or obtain any unfair competitive advantage to obtain or retain business related in any way to Arlo products or services. Partner must fully comply with any rules regarding tender and bid processes. Partner may not offer employment to government employees or officials if doing so would violate applicable Laws.

**9.2.2 Government Customers.** Activities that may be appropriate when dealing with non-government customers may be improper and even illegal when dealing with Government Customers. If Partner sells to Government Customers, Partner must observe all laws, rules, procurement regulations and contract clauses that relate to the acquisition goods and services by such Government Customers, whether such sale is direct or indirect and including marketing or recommendation of Arlo products or services. If Partner sells to the U.S. Federal Government, Partner will comply with the U.S. Federal Procurement Integrity Act. There may



be special prohibitions or requirements arising from statutes, regulations, and government contracts or Government Customers. In all government transactions Partner must ensure that payment is permitted before requesting fees or other compensation. Partner may be required to disclose the potential fee in writing to the customer. It is the Partner's responsibility to determine in each instance whether a potential fee is permitted and whether disclosure is required. If an End User is a government end user, then the following provision shall apply to such End User and shall be passed through by Partner. The Software provided in connection with this Agreement has been developed entirely at private expense, as defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227- 7015 (or any equivalent or subsequent agency regulation thereof), and is provided as "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFARS section 227.7202 and FAR section 12.212, and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the such End User's agreement with Partner and/or Arlo and shall be prohibited except to the extent expressly permitted by the End User's agreement with Partner and/or Arlo.

**9.2.3 Business Courtesies.** Partner must ensure that expenditures related to Partner's customers (such as gifts, meals or entertainment) could not be construed to be bribes or improper inducement to influence the judgment of a customer to obtain an improper advantage as related to selling or servicing of Arlo products or services. In addition, Partner must comply with all applicable Laws governing such expenditures.

**9.2.4 Insider Trading Laws.** Partner must comply fully with applicable insider trading and securities Laws governing transactions in Arlo securities. If Partner possesses or has access to material, nonpublic information about Arlo, Partner must use that information solely for the purpose for which it was provided to Partner. Partner may not use that information to trade in Arlo securities and Partner may not provide the information to others so they can trade in Arlo securities.



**9.2.6 Code of Conduct.** Partner will comply with the Arlo Partner Code of Conduct set forth below.

**10 Personal Information.** Partner acknowledges and agrees that Arlo may collect personal information about Partner's personnel, agents, and End Users in connection with the Partner Program, including without limitation name, contact information, and details of purchase or Partner Program participation (such as completion of quizzes and certifications). Arlo will treat such personal information in accordance with its Privacy Policy, which is currently available at <https://www.arlo.com/en-us/about/privacy-policy/>. Partner will provide any necessary notice to and obtain any legally-required consent from its personnel, agents, and End Users to permit this collection, use, transfer, and processing of personal information about them.

**11 Indemnification.** Partner will indemnify, defend, and hold harmless Arlo and its Affiliated Entities from and against any and all claims, demands, actions, litigation, investigations, damages, judgments, proceeds liens, liabilities, costs and expenses (including reasonable attorneys' fees) in connection with or arising from (i) any breach by Partner of this Agreement; (ii) the use, marketing, performance, distribution, or sale (or activities in connection with any of the foregoing) of the Products, Services or other products or services by or on behalf of Partner; (iii) any negligent acts, errors or omissions, or misrepresentations of Partner or third parties acting on behalf of Partner while in the course of performing under this Agreement. Arlo and its Affiliated Entities, as applicable, may, at their option, join in the defense or settlement of any such claim with counsel of their choice, at their own expense.

## **12 Term; Termination.**

**12.1 Term.** This Agreement is effective as of the Effective Date and continues for one (1) year thereafter, unless terminated earlier in accordance with this Agreement. After the initial term of this Agreement, the Agreement shall automatically renew for additional one-year periods unless notice of non-renewal is provided by one Party to the other at least thirty (30) days prior to such renewal.



**12.2 Termination without Cause.** Either Party may terminate this Agreement without cause upon at least thirty (30) days' prior written notice to the other Party; provided, however, that Arlo may terminate this Agreement with immediate effect upon notice to Partner within the first thirty (30) days of the Effective Date.

**12.3 Termination with Cause.** Either Party may terminate this Agreement for material breach which is not cured within fourteen (14) days after written notice by the other Party or immediately upon notice of termination in the event of a material breach that by its nature cannot be remedied within fourteen (14) days, including but not limited to a breach of Section 9.2. Arlo may terminate this Agreement immediately if Partner terminates its business operations; becomes insolvent; suffers the appointment of a receiver or makes an assignment for the benefit of the creditor; enters into voluntary or involuntary bankruptcy; or if there is a material change in ownership or control of Partner or a sale or transfer of substantially all of Partner's assets; or if Arlo discovers any misrepresentation or omission made by Partner in connection with Partner's participation in the partner program.

**12.4 Obligations upon Termination or Expiration.** Upon termination or expiration of this Agreement, all authorizations and licenses granted by Arlo will terminate and all rights shall revert to Arlo (except as specified below). Partner will immediately return to Arlo all materials, documentation, information, including Confidential Information, of Arlo, including all related materials that were derived from such materials, documentation, and information. Notwithstanding the foregoing, subject to the obligations and restrictions on Partner in this Agreement that would have been in effect prior to termination or expiration, with respect to any permitted ongoing activities:

(a) Licenses granted in this Agreement will survive as to all Products and Services for which purchase orders have been accepted by a Distributor on or before the termination or expiration date, except where termination is for nonpayment.

(b) Partner may sell only Products in its inventory and any additional Products for which purchase orders have been accepted by a Distributor on or before termination or expiration date, except where termination is for nonpayment.



(c) The Parties shall cooperate with each other to complete all outstanding obligations to End Users and to each other.

**12.5 No Harm Upon Termination.** Except as otherwise expressly provided herein, upon any termination of this Agreement, Partner shall not be entitled to, and to the fullest extent permitted by law waives, any statutorily prescribed or other compensation, reimbursement or damages for loss of goodwill, clientele, prospective profits, investments or anticipated sales, commitments or business opportunities of any kind.

**12.6 Survival.** The following sections shall survive termination or expiration of this Agreement: Preamble, Articles 1, 6, 11, and 13, and Sections 8.1, 9.1, 12.4, 12.5, and 12.6.

### **13 Miscellaneous.**

**13.1 Severability.** If any part of this Agreement is found to be unenforceable, the remainder shall continue in full force and effect and the unenforceable provision shall be reformed so as to give maximum legal effect to the intentions of the Parties as expressed herein.

**13.2 Waiver.** The failure of any Party to enforce any of the terms and conditions of the Agreement shall not constitute a waiver of that Party's right thereafter to enforce each and every term and condition of this Agreement.

**13.3 Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the law of the State of California USA except for its choice of law rules and without application of the United Nations Convention on the International Sale of Goods. For any disputes arising out of this Agreement, Partner consents to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California.

**13.4 Assignment.** Partner may not assign or delegate its rights and obligations under this Agreement without the prior written consent of Arlo. Arlo may freely assign this Agreement.



**13.5 Notices.** Any notice required or permitted to be given hereunder to Arlo shall be in writing and shall be sent by certified mail return receipt requested, delivered by a recognized international express courier service (such as DHL or Federal Express) or delivered by hand to Legal Department, Arlo Technologies, Inc., 480 North McCarthy Blvd. Suite 200 Milpitas CA 95035, USA. Any such notice shall be deemed effective when received.

**13.6 Force Majeure.** Except for Partner's payment obligations, neither Party will be responsible for any failure to perform due to causes beyond its reasonable control.

**13.7 Independent Contractors.** The relationship established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to: (i) give either Party the power to direct and control the business activities of the other, (ii) constitute the Parties in a legal relationship of partnership, joint venture, franchise or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

**13.8 Limitation of Liability.** Notwithstanding anything else in this Agreement, the cumulative and aggregate liability of Arlo, arising out of this Agreement or sale of the Products or Services to Partner shall be limited to the amount paid by Partner to its Distributor for Products or Services in the three months immediately preceding the event or situation giving rise to such liability. In no event shall Arlo have any liability for any lost profits, loss of data or costs of procurement of substitute goods or services, or any special, indirect or consequential damages arising out of this Agreement, under any theory of liability, including, without limitation, those resulting from the use of Products or Services, or the failure of Products or Services to perform, or for any other reason. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. All limitations of liability of any kind (including in this Section and elsewhere in this Agreement) are made on behalf of both Arlo and its Affiliated Entities.

**13.9 Entire Agreement.** This Agreement supersedes all prior agreements, commitments or representations between the Parties, whether oral or written, that govern partner registration



with Arlo as well as any downloaded or translated version of the Agreement, whether or not such downloaded or translated version is signed by either Party.

**13.10 Updates and Amendments.** This Agreement, along with other materials on the Arlo websites, may be updated from time to time. Arlo reserves the right to change elements of the partner program at its discretion. Partner is solely responsible for checking Arlo websites for updates and for continued compliance with all applicable partner program requirements. Partner's continuing participation in the partner program constitutes acceptance of Arlo then-current terms and conditions. Any changes to this Agreement will not apply to any dispute between you or Partner and Arlo arising prior to the date on which Arlo posted the revised Agreement incorporating such changes, or otherwise notified you and Partner of such changes.

**13.11 Authority.** You and Partner represent and warrant that you have the authority to enter into this Agreement on behalf of Partner.





## Arlo Partner Code of Conduct

These terms are in addition to the terms of your Agreement with Arlo.

Arlo expects you, as an Arlo resale business partner, to adhere to high ethical principles in conducting your business. You have a critical role in protecting the trust that investors, customers, colleagues and the global business community place in Arlo and our business partners.

This Code of Conduct (Code) applies to you and your employees in all of your activities related to your business relationship with Arlo throughout the world. You will ensure this Code is provided to your employees who work with Arlo personnel and Arlo products or services. Any violation of this Code may result in termination of your status as a Arlo resale business partner. This Code defines minimum standards of business conduct and acceptable business practices.

1. **Financial Integrity and Accounting.** Information and submissions you provide to Arlo and our joint customers must be accurate. Such information includes without limitation point of sale reporting, purchase orders, sales reporting, special bid or pricing requests, rebate requests and reimbursement requests.
2. **Communications Regarding Arlo.** All statements, communications, and representations to Arlo customers must be accurate, complete, and truthful. Similarly, you must not make or attempt to make any unauthorized commitments on behalf of Arlo, including product feature commitments, without written authorization from Arlo. You should not defame or disparage Arlo, other Arlo business associates, competitors or customers. Without limitation, Partner will conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill and reputation of Arlo; and avoid deceptive, misleading or unethical practices.
3. **Responsible Business Partner Conduct.** You and your employees must conduct yourselves in a professional manner while representing Arlo products and services in the marketplace. This means treating all persons with dignity and respect in a business-like manner while marketing, selling or supporting Arlo products and services.



4. Human Rights of Workers; Health and Safety. You must be committed to upholding the human rights of workers and to treating them with dignity and respect as understood by the international community. You must avoid inhumane treatment of workers. You must be committed to a workforce that is free of harassment and unlawful discrimination. In addition, you must maintain a safe and healthy work environment for your employees.