

SimpliSafe Outdoor Monitoring Participant Agreement

Last updated - April 2024

This SimpliSafe Outdoor Monitoring Participant Agreement (the “Agreement”) is made as of the date of execution below (“Effective Date”) by and between SimpliSafe, Inc., a Delaware corporation that maintains a corporate office located at 100 Summer Street, Suite 300, Boston, MA 02110 (“SimpliSafe”, “we”, “us” or “our”) and the undersigned individual (“you” or “your”).

WHEREAS, you have been identified as a participant in a Program, which will include the testing of outdoor monitoring services (the “Features”) within your property boundary strictly for personal residential use. Your participation will also include the installation of a prototype audio enhancer device (the “Equipment”) for use on your existing SimpliSafe outdoor audiovisual cameras (“Camera” or “Cameras”). For this test, the Cameras will collect video that will be processed by artificial intelligence (“AI”) services, including facial recognition and computer vision models (“CV”), and may feature SimpliSafe Outdoor Monitoring services with video verification, two-way audio and other verification and interactive processes involving human agents, which is an additional feature/service available exclusively through this Program and only to current Interactive or Fast Protect Monitoring plan subscribers (“Monitoring Services”). These Features are distinctive from the indoor monitoring services to which you already subscribe. The Program is intended to generate a variety of video data, AI data, and outdoor interactive monitoring video samples to aid SimpliSafe in developing cameras and services for future SimpliSafe product offerings (all of the foregoing collectively referred to as the “Program”);

WHEREAS, you acknowledge by execution of this Agreement that you understand the Features and/or Equipment used in this Program may be new product offerings which may or may not function as intended. You understand that SimpliSafe may need to update certain Features or aspects of any Features or Equipment during the Program. As such, the Features and Equipment are being offered to you with no representations or warranties as described further below; and

WHEREAS, you agree to participate in this Program subject to the terms of this Agreement for the time period beginning on the Effective Date to the date you opt-out of the Program or the date of SimpliSafe’s notice of termination of the Program (“Collection Period”), whichever is earlier. You understand that early access participation in this Program requires you to have been individually invited to participate by SimpliSafe and to have purchased an outdoor camera accessory kit and subscribed and activated a new service. Merely receiving a copy of this Agreement is not an invitation to join the Program.

NOW THEREFORE, for good and valuable consideration, which includes early access to new home security Features along with cables, fixed camera mount and the Equipment for use with your existing Camera(s) (one or more, at a discounted rate or for free), the receipt and adequacy of which hereby is acknowledged, the parties hereto agree as follows:

1. **Relocation of Cameras.** In the event that you decide to move or otherwise relocate a Camera(s) during participation in the Program, you agree to relocate the camera(s) to another location on your property and nowhere else. By signing this Agreement, you are representing that you are authorized to make installation modifications to your home's exterior as needed to participate in the Program and, as such, you agree to hold SimpliSafe harmless in any potential disputes with a co-owner, landlord, or other potentially interested party regarding the installations/modifications to your home.

SimpliSafe makes no representations or warranties about the installation or your right to re-install the Cameras. SimpliSafe disclaims any and all liability arising, directly or indirectly, from your removal and reinstallation of Camera(s).

If you decide to move, reposition or relocate a Camera, you further agree not to collect information from adjacent properties (private properties, non-public areas, or public spaces) in which others may have a reasonable expectation of privacy. SimpliSafe disclaims any and all liability arising out of or connected with the Camera's scope of view, and you agree that any claim, damage, or issue arising therefrom is between you and any third party and you agree not to pursue SimpliSafe for any such damage, claim, or other liability.

You acknowledge and agree you will not use the facial recognition feature on the Cameras in Illinois, Texas, Oregon (City of Portland), or outside of the United States. This feature can be turned off in the location settings in your Pre Crime Services mobile app ("PCS app"). If your monitored premises are located outside of the U.S., you are not eligible to participate in this Program.

2. **Video and Other Data Collection.** Cameras may collect audio recordings and videos of occupants, strangers, and guests (which may include, without limitation, postal workers, delivery persons, friends, family members, and unknown individuals) who enter into the field of view of the Cameras. The Cameras may collect videos of pets, objects delivered to your property (e.g., packages), and other objects (e.g., pets, automobiles, etc.) that are in the field of view of the Cameras.

AI processing of the audio recordings and videos collected by Cameras will attempt to distinguish whether images are of humans, pets, or other objects, including but not limited to packages.

AI processing of the audio recordings and videos collected will attempt to leverage facial recognition technologies for purposes of recognizing known or familiar occupants of or visitors to the property to assist with monitoring services.

Participation in the Program will also involve collection of data related to device functionality, mobile app usage and feedback about the Program itself.

3. **Privacy.** The Program is subject to SimpliSafe's Privacy Policy (available at: <https://simplisafe.com/privacy-policy>) and the SimpliSafe Privacy Supplement for PCS (available on the PCS App or at https://assets.simplisafe.com/om/pcs_privacy_supplement.pdf).

You hereby consent to SimpliSafe's collection, distribution, sharing, and processing of such information in accordance with the terms of this Agreement, including but not limited to facial recognition and other AI processing performed by SimpliSafe or its third party vendors.

You agree that it is your sole responsibility to comply with applicable laws regarding the collection of video, audio, and biometric information via Cameras and the sharing of such information with SimpliSafe for processing in accordance with the terms of this Agreement. You agree that with respect to individuals who enter into the fields of view of Cameras, it is your sole responsibility to provide all notices and obtain all consents necessary to authorize the processing of information collected by Cameras as described in this Agreement, and you agree that you are signing this Agreement with the authorization of and on behalf of all cohabitants of your home.

If you are a resident of California, Colorado, Connecticut, Virginia and Utah, please see your respective state section in our Privacy Policy (<https://simplisafe.com/privacy-policy>) for additional information, including information about rights you may have with respect to your information.

Should SimpliSafe request that you or others sign a separate consent form for certain processing activities, you agree to review and/or share with others such consent form. If you or others refuse to sign the consent form, you agree to cease participation in the Program and notify SimpliSafe of your cessation in accordance with Section 9 herein.

4. **SimpliSafe Processing of Data.** SimpliSafe may process the data collected via Cameras and the data generated by Artificial Intelligence (AI) for the purposes of:
- alerting SimpliSafe personnel and tagging objects in Camera fields of view (i.e., indicating whether an object is a person, package, animal, or other object)
 - identifying whether an individual, as opposed to a pet or a moving object, has entered into or loitering within the Camera field of view;
 - distinguishing between vehicles associated with deliveries to the property and other vehicles;
 - recognizing individuals who commonly enter or re-enter the Camera fields of view;
 - training our employees and contractors that support the PCS services;
 - developing and improving new equipment, features or offerings; and
 - training and testing various logics, AI, and computer vision (CV) models, approaches, and features that SimpliSafe may use in future products, services, or enhancements.

5. **Agent Monitoring.** The Program may be designed to alert trained Monitoring Services agents of an individual being on your property. Agent monitoring is only performed based on the settings you choose for cameras, and for this Program is only when your Camera is in “armed” mode during the hours stated in Section 6. If your Camera is armed, agents will be able to remotely access Camera(s) live video, or frames of video related to, and during, events. Agents may engage with individuals by speaking to individuals, triggering sirens, triggering pre-recorded audio file recordings, turning on the Camera’s spotlight, listening to live audio, or taking other actions supported by the Cameras and applications.

You consent to agents accessing video and audio data from Cameras via SimpliSafe’s and/or third party vendors’ software. You further consent to agents responding by taking steps such as, but not limited to, those listed above.

6. **LIMITED Emergency Service Alert, Action, or Attempt to Dispatch.** You need to arm your main SimpliSafe system in order to receive your usual services you are contracted for with SimpliSafe outside of the Program. Aside from the Camera and Monitoring Services provided under the Program, the functionality of your existing SimpliSafe system and your respective existing Monitoring Services plan will remain otherwise unchanged.

You will need to ensure that:

- your Cameras are set up per the Outdoor Camera Accessory Kit installation guide, that you’ve selected in the PCS app within location settings to allow the Monitoring Services’ agent access to the Camera, and
- your main SimpliSafe system is armed and that the Monitoring Services are enabled in the PCS app to participate in this Program.

Depending on the Monitoring Services monthly subscription plan you select for this Program, the Camera and the Monitoring Services under the Program will be supported either (A) 24 hours a day, 7 days a week or (B) from 8:00 PM to 6:00 AM based on the time zone where your SimpliSafe system is located, 7 days a week, unless you are notified otherwise by a representative from the SimpliSafe Program.

As a supplement to your main SimpliSafe system emergency services, your voluntary participation in this Program allows Monitoring Services agents to provide limited emergency services in following limited situations and during the hours you have selected for Camera and Monitoring Services under the Program. Such emergency services are limited to (A) the Emergency Dispatch Services provided by SimpliSafe outside of the Program for defined Listed Codes as specified in our SimpliSafe Terms of Service at (<https://simplisafe.com/terms-of-service>, paragraph 23) and (B) the following Outdoor Monitoring Program emergency response services provided under the Program.

Limited emergency response actions under the Program are limited as follows:

- 1) Agents may attempt to contact you or a secondary authorized user as listed in your user settings by phone, SMS or text message in the event a potential intruder, an act of violence, or potential emergency situation is captured on your Camera, and observed by the agent during the hours of Monitoring Services you have selected under the Program.
- 2) Any requests for emergency dispatch services under this Program are handled and provided in line with the conditions described in paragraph 23 of the SimpliSafe Terms of Service (see link above) and based on the following LIMITED conditions:

You acknowledge, agree and understand that aside from any existing monitoring services you receive from SimpliSafe beyond your participation in this Program, the **only additional emergency response actions that will be available under this Program are LIMITED TO THE FOLLOWING SITUATIONS:**

- A. During the time frame selected by you for Monitoring Services under this Program;
- B. When the Camera and Monitoring Services are enabled, and your system is set in armed mode,
- C. When the event is clearly captured by a Camera; and
- D. the Monitoring Services agent subject to a reasonable person standard, observes the event and perceives the following scenarios:
 - a. Any explicit request for emergency response made by any person captured on Camera at the time of the event;
 - b. An immediate and obvious threat to life or human safety;
 - c. A suspected or observed fire, unless the primary contact confirms that no emergency services are desired or required; or
 - d. An obvious threat of physical damage to property only when such an emergency is confirmed by the primary or secondary contact.

Other than in the situations set out above in Sections 6(A)-6(D), the Monitored Services will not be obligated to provide any other emergency alerts, actions or attempts to contact or dispatch emergency response services for events captured on the Camera during your participation in this Program.

You further acknowledge, agree and understand that Monitoring Services for this Program otherwise only permit the Monitoring Services' agents to interact with or speak to individuals on your property through the Camera, to turn on audible sirens and/or spotlights as a deterrence.

For this reason, and as stated in the preceding paragraphs, it is advised you enable and arm your main SimpliSafe system to ensure that you continue to receive your usual indoor

monitoring and emergency dispatch services to which you subscribe and contract for with SimpliSafe outside of this Program.

7. **Confidentiality Obligations.** As the data collection and video processing performed under this Agreement relates to confidential product developments projects, you may **not** share any details of the Program, including this testing or collection, or details of the prototype Features and Equipment, with anyone outside of those at SimpliSafe, except to the extent necessary to comply with your obligations set forth in Section 3 of this Agreement, or where specifically sponsored and permitted by SimpliSafe, such as in a company sponsored private test user forum that SimpliSafe invites you to join for this Program.

You may not post any pictures or other information about the Program, any equipment used in the program (including the Equipment) or the collection of information associated with the Program with anyone else on social media or any other medium of communication channel unless specifically permitted to do so by SimpliSafe.

“Confidential Information” includes, but is not limited to: the nature of this video collection and testing, the details of the Program, the terms of this Agreement and data processing described herein, feedback from you, either online or any included in surveys or other requests for information pertaining to your video collection and your responses to each.

You agree to **not** share any Confidential Information with any person or entity outside of SimpliSafe (except as you may be requested by SimpliSafe to participate in any private forum) or make use of it for any purpose, without the express written permission of SimpliSafe. This includes, but is not limited to, your agreement not to publish, discuss or otherwise disseminate any information about this video collection project (this includes, without limitation, on any social media platforms).

8. **SimpliSafe Ownership of Video / License Grant to SimpliSafe to Use Video.** You understand and hereby agree that SimpliSafe shall be the sole owner of any videos and audio collected by the Camera. However, to the extent you would be deemed the owner of any videos or audio, you hereby grant SimpliSafe and its licensees an unlimited, irrevocable, fully paid and royalty-free, perpetual, worldwide right and license to use, re-use, distribute, store, share, delete, translate, copy, modify, display, create derivative works from, use for any research, development, testing and analytical purposes, and otherwise exploit such any video or audio collected or provided in association with this prototype test program for any lawful purpose and in any media formats in any media channels without any additional compensation to you both during and after the Collection Period and whether by SimpliSafe or as such video or audio recordings are provided to third party vendors. For the avoidance of doubt, such permitted and licensed uses include, without limitation, any tagging/processing for AI/CV model generation, data analysis and through any manner, medium or format, electronic or otherwise, either directly or using one or more third party vendors. You further agree that any shared video or audio content that you

provide to SimpliSafe under the Program will be subject to the SimpliSafe Terms, Consent & Release for Video Sharing Non-Crime Related Videos (https://simplisafe.com/legal/video_sharing/non_crime).

9. **Termination.** Should you desire to leave the Program at any time, email SimpliSafe at pcs@simplisafe.com requesting your participation in the Program to cease. Upon receipt of your request, a specialized agent will contact you to confirm your identity (SimpliSafe safeword) and which service(s) you are requesting to terminate. Upon termination, some of the Features will no longer be available for use. SimpliSafe may terminate the Program at any time, with or without prior notice. You can contact us (855) 575 - 1963 if you have any questions about this Program or any related Services.

The following sections will survive termination of this Agreement: 7 (Confidentiality Obligations), 8 (SimpliSafe Ownership of Data), 10 (Program Feedback), 11 (indemnification), 12 (No Representations or Warranty), 13 (Limitation of Liability), 14 (Disputes), and 18 (Miscellaneous).

Upon SimpliSafe's confirmation of your termination request, you may still retain publicly offered home security monitoring services with your SimpliSafe Home security system **BUT** agent Monitoring (as defined in paragraph 5, above) will no longer be able to directly monitor your outdoor camera(s) and the test features of that camera may no longer be offered or available. Once the features are made generally available to the public you may purchase services from SimpliSafe again for this camera(s).

SimpliSafe reserves the right to unilaterally terminate the Program and / or your participation in this Agreement for any reason or no reason. Such termination can be by SimpliSafe providing notice of termination to the email address on file with SimpliSafe for your current online account. SimpliSafe's termination shall be effective when SimpliSafe sends the e-mail notice. SimpliSafe also reserves the right to terminate any home security monitoring services as specified in our Terms of Service (at <https://simplisafe.com/terms-of-service>).

10. **Program Feedback.** To enable our ability to collect your important input and sentiments, we may direct you to (i) complete surveys and other feedback prompts and/or (ii) an online forum for prototype testers where you may be asked to provide feedback.

- You agree to complete such tasks on a timely basis to the best of your ability.
- You understand and agree that SimpliSafe shall own all rights in and to all feedback and information you provide and shall have the right to use such information for any commercial purpose without restriction or further obligation. Feedback shall include any suggestion or idea about the Camera, the Equipment, the Features, or other SimpliSafe products or services.

You understand and agree that you do not have rights to, and shall not attempt to, sell, lend or otherwise transfer the Equipment to anyone during the Program. The Equipment is for use at your primary home or dwelling and nowhere else. You further agree that you will not, and will not permit any third party to, reverse engineer or disassemble the Equipment, or examine any other materials or objects received as part of this program.

Upon our determination that you fully participated in the Program, you may acquire title to the Equipment at our discretion. If upon completion of the Program you decide not to keep the Equipment, then it can be sent back to us free of charge.

You understand and agree that you do not obtain or acquire any ownership rights or title in or to any software or firmware installed on, or used with, the Camera. In exchange for participating in this program, SimpliSafe agrees to grant you a limited non-transferable license to use the software and firmware installed on the Camera solely during the Program. You may use such software only in connection with the Camera in which it is embedded during the Program, and may not modify, distribute, copy, decompile, or reverse engineer such software.

Subject to the terms of this Agreement, and to the extent applicable use of the Camera and monitoring services will at all times be subject to the SimpliSafe Terms of Service (<http://simplisafe.com/terms-of-service>) which have been accepted in connection with the activation of the Camera. Use of the information you provide during the test will be subject to the terms of this Agreement, and to the extent applicable to the SimpliSafe Terms of Use (<https://simplisafe.com/terms-of-use>) and SimpliSafe's Privacy Policy (<https://simplisafe.com/privacy-policy>) and Privacy Policy Supplement for PCS app (available at https://assets.simplisafe.com/om/pcs_privacy_supplement.pdf).

You specifically acknowledge that the AI features of the Camera and the monitoring services are prototype products, and as such the products or certain features or functions thereof may or may not perform or operate in an optimal manner. As such, you agree to use and evaluate the products solely at your own risk, and to release and hold SimpliSafe and its shareholders, officers, directors and employees, and those of its affiliates, harmless from any damages arising from their performance, installation, removal, or use.

11. **Indemnification.** You agree to indemnify, defend and hold harmless SimpliSafe and our parent, subsidiaries, affiliates, partners, shareholders, members, officers, directors, managers, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of this Agreement or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

12. **NO REPRESENTATIONS OR WARRANTY.** ALTHOUGH SIMPLISAFE RESERVES THE RIGHT TO CORRECT ANY ERRORS, OMISSIONS, OR INACCURACIES, YOU ACKNOWLEDGE THAT THE

PROGRAM AND ALL INFORMATION WITH RESPECT THERETO IS PROVIDED ON AN "AS IS," AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND AND THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. **LIMITATION OF LIABILITY.** WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE THAT SIMPLISAFE AND AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE PROGRAM; THE INABILITY TO PARTICIPATE IN THE PROGRAM; OR ANY INFORMATION CONTENT OR FUNCTIONALITY OFFERED IN CONNECTION WITH THE PROGRAM. THESE LIMITATIONS APPLY TO ALL LOSSES AND DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. IF YOU ARE DISSATISFIED WITH THE PROGRAM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP PARTICIPATING IN THE PROGRAM.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF SIMPLISAFE UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

14. **DISPUTES:**

Informal Dispute Resolution: Prior to initiating any arbitration or bringing a claim in small claims court (as set forth below), you must first present any dispute to SimpliSafe by contacting us at pcs@simpplisafe.com to allow for an opportunity to resolve the dispute. You or we may initiate arbitration if your dispute cannot be resolved within 60 days.

PLEASE READ THIS SECTION CAREFULLY AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

ANY CLAIM THAT EITHER OF US MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING FORMATION, PERFORMANCE, OR BREACH OF THEM), OUR RELATIONSHIP WITH EACH OTHER, OR USE OF THE SERVICES MUST BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION (AAA)'S CONSUMER ARBITRATION RULES, AVAILABLE WWW.ADR.ORG. ARBITRATION HEARINGS WILL BE HELD IN BOSTON, MA. IF THIS LOCATION IS NOT CONVENIENT FOR YOU, PLEASE LET US KNOW AND WE WILL WORK TO DETERMINE A MUTUALLY CONVENIENT LOCATION. ANY

DISAGREEMENTS REGARDING THE FORUM FOR ARBITRATION WILL BE SETTLED BY THE ARBITRATOR.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THE TERMS OF THESE TERMS AS A COURT WOULD.

AS AN EXCEPTION TO THIS ARBITRATION PROVISION, EITHER YOU OR SIMPLISAFE MAY PURSUE IN SMALL CLAIMS COURT ANY CLAIM THAT IS WITHIN THAT COURT'S JURISDICTION SO LONG AS SUCH CLAIMS ARE BROUGHT ONLY ON AN INDIVIDUAL BASIS. NOTHING HEREIN SHALL BE CONSTRUED TO PRECLUDE ANY PARTY FROM SEEKING INJUNCTIVE RELIEF IN THE STATE AND FEDERAL COURTS LOCATED IN MASSACHUSETTS, IN ORDER TO PROTECT ITS RIGHTS PENDING AN OUTCOME IN ARBITRATION.

YOU AND SIMPLISAFE ALSO AGREE TO ARBITRATE IN EACH OF YOUR AND OUR INDIVIDUAL CAPACITIES ONLY, NOT AS A REPRESENTATIVE OR MEMBER OF A CLASS, AND YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS.

IF YOU INITIATE ARBITRATION, YOUR ARBITRATION FEES WILL BE LIMITED TO THE FILING FEE SET FORTH IN AAA'S CONSUMER ARBITRATION RULES. REGARDLESS OF WHO INITIATES ARBITRATION, SIMPLISAFE WILL PAY YOUR SHARE OF ARBITRATION FEES (NOT INCLUDING YOUR ATTORNEYS' FEES) UP TO A MAXIMUM OF \$2,500. IF THE ARBITRATOR RULES AGAINST SIMPLISAFE, IN ADDITION TO ACCEPTING WHATEVER RESPONSIBILITY IS ORDERED BY THE ARBITRATOR, SIMPLISAFE WILL REIMBURSE YOUR REASONABLE ATTORNEYS' FEES AND COSTS UP TO A MAXIMUM OF \$5,000, REGARDLESS OF WHO INITIATED THE ARBITRATION, UNLESS THE ARBITRATOR FINDS SOME OR ALL OF YOUR CLAIMS TO BE FRIVOLOUS OR TO HAVE BEEN BROUGHT IN BAD FAITH. IN ADDITION, IF THE ARBITRATOR RULES IN SIMPLISAFE'S FAVOR, IT WILL NOT SEEK REIMBURSEMENT OF OUR ATTORNEYS' FEES AND COSTS, REGARDLESS OF WHO INITIATED THE ARBITRATION, UNLESS THE ARBITRATOR FINDS SOME OR ALL OF YOUR CLAIMS TO BE FRIVOLOUS OR TO HAVE BEEN BROUGHT IN BAD FAITH.

To help resolve any issues between us promptly and directly, you and SimpliSafe agree to begin any arbitration within one year after a claim arises; otherwise, the claim is waived.

It is important that you understand that by entering into this agreement, we are each waiving the right to a trial by jury or to participate in a class action against the other party for claims that are covered by this section. The arbitrator's decision will be conclusive and binding and may be entered as a judgment in any court of competent jurisdiction.

15. Terms of the Agreement Control. You agree that your participation in the Program will be governed by our [Terms of Service](#) as well as the terms of this Agreement. You further

acknowledge and agree that If there is a conflict between our Terms of Service and the terms provided herein, then the terms of this Agreement shall apply. Any changes made to the Terms of Service during your participation in this Test will also apply to your Services to the extent they are applicable.

16. **Service Adjustments.** We may from time to time make adjustments (e.g., software updates, camera resolution or image quality setting changes etc.) to the Features and/or Equipment for evaluation, testing, troubleshooting, and/or performance purposes. You hereby give us authorization to make such adjustments to the Features and/or Equipment at our sole discretion.
17. **Amendments to the Agreement.** We may amend or extend this Agreement from time to time by sending a new version to you at the email address associated with your SimpliSafe account or by alerting you through the PCS mobile app. You agree that SimpliSafe allowing you to continue to participate is sufficient consideration for any such amendment. Such amendment will become effective 15 days after such notice (unless you terminate this Agreement pursuant to Section 10, Termination, during such 15-day period). Your continued use of the Features after such a 15-day period will confirm your consent to such amendment. This Agreement may not be amended in any other way except through a written agreement by Authorized Representatives of each Party.
18. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to its rules concerning conflicts of laws. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. You agree that you may not assign this Agreement without the written consent of SimpliSafe. You agree and understand the use of the word “video” herein includes audio recordings since the videos being taken are both audio and visual recordings.
19. **Term.** The Term of this Agreement will begin when you activate your Features and extend through the later of either 12 months from the date you activate Monitoring Services under this Program via the PCS app or March 31, 2025, unless otherwise terminated. Each consecutive month after you activate your Features, you shall be billed the current rate for Monitoring Services (\$29.99 as of the Effective Date) and the add-on rate based upon the outdoor monitoring plan you select. Upon activating your outdoor monitoring Features via the PCS App, you will be charged a prorated fee for the add-on outdoor monitoring services for any remainder of your current billing cycle.

We will notify you by email or through the PCS mobile app, if we extend the Term beyond March 31, 2025 and this Agreement will automatically renew on a monthly basis until terminated by either party. In the event either you or SimpliSafe terminate this Agreement, Monitoring Services and monthly subscription will end when termination is confirmed by SimpliSafe in

accordance with paragraph 9, above, and associated charges for the current billing cycle will not be pro-rated or refunded.

When you open the Pre Crime Services (PCS) mobile app and are presented with the terms of this Agreement, by clicking the “Agree” to the SimpliSafe Outdoor Monitoring Participant Agreement in the Pre Crime Services mobile app, you are confirming you have read, understand and agree to this Agreement.