END USER AGREEMENT

This End User Agreement ("**Agreement**") is entered into by and between Verkada Inc. ("**Verkada**") and the Ordering Activity under GSA Schedule contracts identified in the Order ("**Customer**"), and governs the purchase and use of the Products (as defined below) by Customer. This Agreement is effective as of the date last signed below.

Verkada and Customer hereby agree as follows.

1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

"**Customer Data**" means all data provided by Customer to Verkada by means of the Products. Customer Data does not include System Data (defined below).

"**Documentation**" means the online documentation regarding the Hardware, available at www.verkada.com/docs/ or as otherwise provided within the Hosted Software.

"**DPA**" means the Data Processing Addendum available at www.verkada.com/support/dpa or other negotiated data protection agreement, entered into between Verkada and Customer.

"**Firmware**" means the software developed and maintained by Verkada that is stored on the Hardware and enables the basic functioning of the Hardware and its communication with the Hosted Software.

"**Hardware**" means the Verkada hardware products, including security cameras, access control units, alarm units, and environmental sensors.

"**Hosted Software**" means Verkada's Software-as-a-Service system, currently known as "Command," and related infrastructure made available to Customer to manage and configure the Hardware.

"**License**" has the meaning ascribed to it in Section 2.1.

"**License Term**" means the length of time indicated in the License SKU set forth on the applicable Purchase Order.

"**Partner**" means a third-party authorized by Verkada to resell the Products, to whom Customer has delivered a Purchase Order for such Products.

"**Product Feature(s)**" means a unique feature set within the Hosted Software that is identified by a particular stock keeping unit (SKU) on a Purchase Order.

"**Products**" means, collectively, the Software, Hardware, Product Features, Documentation, and all modifications, updates, and upgrades thereto and derivative works thereof.

"**Purchase Order**" means each order document submitted to Verkada by a Partner on behalf of Customer, and accepted by Verkada, indicating Partner's firm commitment to purchase the Products and for the prices set forth thereon.

"**Service Level Agreement**" means the Service Level Agreement set forth on Exhibit A hereto.

"**Software**" means the Firmware and Hosted Software.

"**Support**" means the technical support services and resources available at www.verkada.com/support.

"**System Data**" means configuration information, log and event data, Product performance data, and statistics regarding Customer's use of the Products.

"**Users**" means employees of Customer, or other third parties, each of whom are authorized by Customer to use the Products on Customer's behalf.

2. LICENSE AND RESTRICTIONS

2.1 License to Customer. Subject to the terms of this Agreement, Verkada grants Customer a royalty-free, nonexclusive, transferable (subject to Section 12) worldwide right during each License Term to use the Software, subject to the terms of this Agreement ("**License**"). Customer must purchase Licenses to use the Software for at least the number and type of Hardware units and/or Product Features it manages by means of the Software, however Customer may authorize an unlimited number of Users to access and use the Software. If Customer purchases additional Licenses, either in connection with the purchase of additional Hardware units or renewal of Licenses for existing Hardware units, the overall License Term will be modified such that the License Term for all Licenses purchased will expire and terminate on the same date. If Customer purchases the Monitoring Services (as defined on Exhibit B, the "**Alarms Addendum**"), the use of the Products in connection with the Monitoring Services will be subject to the terms of the Alarms Addendum.

2.2 License to Verkada. During the License Term, Customer will transfer Customer Data to Verkada while using the Products. Customer grants Verkada a non-exclusive right and license to use, reproduce, modify, store, and process Customer Data solely to maintain the Products and provide them to Customer. Customer represents and warrants that it possesses the necessary rights and authority to grant Verkada the rights set forth in this Section 2.2 with respect to Customer Data.

2.3 Restrictions. Customer will not: (i) use (or allow a third party to use) the Products for any competitive purposes (other than for routine product comparison purposes), including monitoring or testing their availability, security, performance, or functionality, in each case without Verkada's express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Products or any of their components; or (iv) use the Products to conduct any fraudulent, malicious, or illegal activities or otherwise in contravention of any applicable laws or regulations (each of (i) through (iv), a "**Prohibited Use**").

3. HARDWARE WARRANTIES; RETURNS

3.1 General. Verkada represents to the original purchaser and user of the Hardware that, for the period set forth in the applicable Documentation from the date of shipment to the location specified on the Purchase Order, the Hardware will be substantially free of defects in materials and workmanship ("**Hardware Warranty**").

3.2 Remedies. Customer's sole and exclusive remedy and Verkada's (and its suppliers' and licensors') sole and exclusive liability for a breach of the Hardware Warranty will be, in Verkada's sole discretion, to replace the non-conforming Hardware. Replacement may be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Verkada may replace the Hardware unit with a similar product of similar function. Any Hardware unit that has been replaced under the Hardware Warranty will be covered by the terms of the Hardware Warranty for the longer of (a) 90 days from the date of the delivery, or (b) the remainder of the original Hardware Warranty period.

3.3 Returns. Customer may return the Products for any reason within the 30 day period starting on the shipment date of the Products. Thereafter, to request a return under the Hardware Warranty, Customer must notify Verkada or the Partner within the Hardware Warranty period. To initiate a return

directly to Verkada, Customer must send a return request to Verkada at support@verkada.com and clearly state details on where and when Customer purchased the Hardware, the serial numbers of the applicable Hardware unit(s), Customer's reason for returning the Hardware, and Customer's name, mailing address, email address, and daytime phone number. If approved, Verkada will provide Customer with a Return Materials Authorization ("**RMA**") and prepaid shipping label via email that must be included with Customer's return shipment to Verkada. Customer must return the Hardware unit(s) listed in the RMA with all included accessories with the RMA within the 14 days following the day on which Verkada issued the RMA.

4. VERKADA OBLIGATIONS

4.1 General. Verkada is responsible for providing the Products in conformance with this Agreement, the Purchase Order(s), and applicable Documentation.

4.2 Availability. Verkada uses its best efforts to ensure that the Hosted Software is available in accordance with the terms of the Service Level Agreement, which sets forth Customer's remedies for any interruptions in the availability of the Hosted Software.

4.3 Support. If Customer experiences any errors, bugs, or other issues in its use of the Products, then Verkada will provide Support in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the License. As part of a Support case, Customer may grant access, in its sole discretion, to a member of Verkada's Support team through functionality provided in the Hosted Software for a length of time determined by Customer.

4.4 Maintenance. Verkada will use commercially reasonable efforts to maintain the Products and implement updates, upgrades, and fixes as necessary to meet its obligations under this Agreement.

5. CUSTOMER OBLIGATIONS

5.1 Compliance. Customer will use the Products only in accordance with the Documentation and in compliance with all applicable laws, including procurement and maintenance of any applicable licenses and permits. Customer will ensure that none of the Products are directly or indirectly exported, re-exported, or used to provide services in violation of the export laws and regulations of the United States or any other country. If Customer operates in a regulated industry, Customer represents that it has obtained all necessary local and state licenses and/or permits necessary to operate its business and is in compliance (and will use its best efforts to remain in compliance) with all local, state, and (if applicable) federal regulations regarding the conduct of its business.

5.2 Account Administration. Customer is responsible for identifying one or more individuals within Customer's organization who will act as administrator(s) of Customer's account. Such person(s) will be responsible for, among other things, monitoring and managing access privileges of other Users. Customer is also responsible for verifying, including ensuring that any third-party installer verify, that all Hardware Products purchased are properly claimed into Customer's account within the Hosted Software prior to installation, as more fully set forth in the Documentation.

6. TERM AND TERMINATION

6.1 Term. The term of this Agreement will commence on the Effective Date and will continue for so long as Customer maintains any active Licenses.

6.2 Termination or Suspension for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Verkada shall proceed diligently with performance of this Agreement, pending final resolution of any request

for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

6.3 Effect of Termination. If Customer terminates this Agreement in accordance with Section 6.2, then Verkada will refund Customer a pro rata portion of any prepaid fees allocable to the remaining License Term. The following provisions will survive any expiration or termination of the Agreement: Sections 7, 9, 10, 11, and 12, and any other provisions that, by their nature, would reasonably be considered intended to survive.

7. CONFIDENTIALITY

7.1 Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") constitutes the Disclosing Party's confidential and proprietary information ("**Confidential Information**"). Verkada's Confidential Information includes the Products and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is: (i) already known by the receiving party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

7.2 Confidentiality Obligations. Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with the same standard of care as the Receiving Party uses or would use to protect its own Confidential Information, but in no event will the Receiving Party use less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a "**Representative**"). Each party shall be responsible for any breach of confidentiality by any of its Representatives.

7.3 Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed. Verkada recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

8. DATA PROTECTION

Verkada secures the Software and Customer Data in accordance with the security practices available at www.verkada.com/trust/security-controls and attached hereto as Exhibit C. Verkada will process all Customer Data in accordance with the DPA.

9. OWNERSHIP

9.1 Verkada Property. Verkada owns and retains all right, title, and interest in and to the Software, the System Data, and all intellectual property embodied in the Hardware and accessories. Except for the limited license granted to Customer in Section 2.1, Verkada does not by means of this Agreement

or otherwise transfer any rights in the Products to Customer, and Customer will take no action inconsistent with Verkada's intellectual property rights in the Products.

9.2 Customer Property. Customer owns and retains all right, title, and interest in and to the Customer Data and does not by means this Agreement or otherwise transfer any rights in the Customer Data to Verkada, except for the limited license set forth in Section 2.2.

10. INDEMNIFICATION

10.1 By Verkada. Verkada will indemnify, have the right to intervene to defend, and hold Customer, its affiliates, and their respective owners, directors, members, officers, and employees (collectively, "**Customer Indemnitees**") harmless from and against any claim, action, demand, suit or proceeding (each, a "**Claim**"), and the attorneys' fees and court and investigative costs of Customer Indemnitees, made or brought by a third party against any of the Customer Indemnitees alleging that Customer's use of the Products infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

Verkada will pay any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Customer (i) gives Verkada prompt written notice of the Claim, (ii) gives Verkada sole control of the defense and settlement of the Claim (provided that Verkada may not settle any Claim without the Customer Indemnitee's written consent, which will not be unreasonably withheld), and (iii) provides to Verkada all reasonable assistance, at Verkada's request and expense.

If Customer's right to use the Products hereunder is, or in Verkada's opinion is likely to be, enjoined as the result of a Claim, then Verkada may, at Verkada's sole option and expense procure for Customer the right to continue using the Products under the terms of this Agreement, or replace or modify the Products so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Products.

Verkada will have no indemnification obligations under this Section 10.1 to the extent that a Claim is based on or arises from: (a) use of the Products in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Products except as expressly authorized by Verkada; (c) the combination of the Products with any other software, product, or services (to the extent that the alleged infringement arises from such combination); or (d) where the Claim arises out of specifications provided by Customer. This Section 10.1 sets forth Verkada's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

10.2 Reserved.

11. LIMITATIONS OF LIABILITY

11.1 Disclaimer. VERKADA WARRANTS THAT THE PRODUCTS WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH PRODUCTS' DOCUMENTATION . EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, VERKADA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE PRODUCTS, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, INCLUDING UPDATES OR SUPPORT. WITHOUT LIMITING THE FOREGOING, VERKADA HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. VERKADA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

11.2 No Consequential Damages. NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11.3 Direct Damages Cap. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND UNCAPPED CLAIMS, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE USE OF THE PRODUCTS UNDER THIS AGREEMENT DURING THE 24-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY.

11.4 Excluded Claims Cap. "**Excluded Claims**" means any claim and/or liability associated with: (a) both party's indemnification obligations in Section 10; (b) any breach by Verkada of the DPA; or (c) any breach by Verkada of Section 8 (Data Protection). Verkada's total, cumulative liability for all Excluded Claims will not exceed two (2) times the total amount paid or payable by Customer for use of the Products under this Agreement during the Term.

11.5 Uncapped Claims. "**Uncapped Claims**" means any claim or liability associated with: (a) Customer's breach of Section 2.2 (License to Customer Data), Section 5.1 (Compliance), and Section 3 of Exhibit B (Customer Obligations) (if applicable); (b) either Party's breach of confidentiality (but not relating to any liability associated with Verkada's security obligations with respect to Customer Data which remains subject to the Excluded Claims cap); or (c) any liability of a Party which cannot be limited under applicable law, including gross negligence, recklessness, or intentional misconduct.

12. MISCELLANEOUS

This Agreement is the entire agreement between Customer and Verkada and supersedes all prior agreements and understandings concerning the subject matter hereof and may not be amended or modified except by a writing signed or electronically acknowledged by authorized personnel by both parties. Customer and Verkada are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Verkada. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the Federal laws of the United States without reference to conflicts of law rules. Any notice provided by one party to the other under this Agreement will be in writing and sent either (i) by overnight courier or certified mail (receipt requested), in the case of Customer to Customer's address on record in Verkada's account information and in the case of Verkada, to 405 E. 4th Ave., San Mateo, CA 94401, or (ii) by electronic mail to Customer's email address on record in Verkada's account information or to Verkada at legal@verkada.com. If any provision of this Agreement is found unenforceable, the Agreement will be construed as if such provision had not been included. Neither party may assign this Agreement without the prior, written consent of the other party. In the event of an assignment by Customer in connection with an acquisition of Customer or a sale of all or substantially all of Customer's assets, Customer's License may be transferred to the party acquiring Customer or purchasing all or substantially

all of its assets, subject to Verkada's prior written consent, such consent not to be unreasonably withheld. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronic copies of such signed copies will be deemed to be binding originals.

In accordance with GSAR 552.212-4(f), A party will not be liable for any failure to perform caused by circumstances beyond its reasonable control which would otherwise make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, pandemics, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation (each, a "**Force Majeure Event**"). If a Force Majeure Event lasts longer than five (5) business days, the parties will meet to determine if performance under the Agreement can resume as agreed. If the parties cannot agree, then Verkada may terminate the applicable Purchase Order or this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

[Customer]	**Verkada Inc.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

Service Levels

Verkada will use commercially reasonable efforts to make the Hosted Software available 99.99% or more of the time during any calendar month. Subject to the exclusions set forth below, an "**Outage**" will be defined as any time when the Hosted Software is not available due to a cause within the control of Verkada. The availability standard does not apply to any feature of the Hosted Software that Verkada identifies as a "beta" feature or service.

Service Credits

If Verkada fails to achieve the availability percentage above, Customer will be eligible to receive a credit ("**Service Credit**") calculated as a certain number of days added to the end of the License Term. Service Credits are based on the actual availability of the Hosted Software in a given calendar month as set forth below. Service Credits are non-transferable.

Service Availability	Service Credit
Less than 99.99%	3 days
Less than 99.9%	5 days
Less than 99%	10 days
Less than 90%	15 days

Exclusions

Verkada does not include in its calculation of downtime any time the Hosted Software is not available due to:

- Planned maintenance windows where notice of planned unavailability has been given, via the Hosted Software, at least two business days prior to the outage, unless in the case of emergency changes;
- Force Majeure Events;
- Actions or inactions on Customer's part;
- Events arising from Customer's systems or any Customer websites;
- ISP or Internet outages outside of Verkada's control.

Chronic Failure & Termination

Customer may elect to terminate this Agreement in accordance with Section 6.2 if the Hosted Software is available less than 90% in a month for three consecutive months or any five months during a rolling twelve-month period.

Sole Remedy

Notwithstanding any terms to the contrary in the Agreement, the Service Credits are Customer's sole and exclusive remedy for any Outage.

EXHIBIT B

Alarms Addendum

This "**Alarms Addendum**" sets forth the terms applicable to Customer's use of the Monitoring Services (as defined below).

1. **Certain Definitions**.

   a. "**Alarm(s)**" means an alarm signal, data, video or audio transmission initiated by the Hardware installed on Customer's premises signaling a specific type of situation that is transmitted to a Call Center for response via the Hosted Software.

   b. "**Call Center**(s)" means a central monitoring station that receives and responds to an Alarm for Customer as more fully set forth below.

   c. "**Call List**" means the list of names, with corresponding telephone numbers and email addresses, of those persons in the order Customer wishes to receive notification of Alarms which must be created, and updated by Customer from time to time, via the Hosted Software.

   d. "**First Responder(s)**" means the entity (e.g., fire department, police department) that is contacted by the Call Center to respond to an Alarm received at the Call Center.

   e. "**Monitoring Services**" means the automated Alarm transmission functionality enabled by the Software that, when triggered, transmits an Alarm to the Call Center for a response, as more fully described in the Documentation. The Monitoring Services are deemed to be a Product under the Agreement.

   f. "

2. **Monitoring Services**.

   a. In order to use the Monitoring Services, Customer must: (i) purchase a License for each location at which Monitoring Services will be provided (a "**Monitoring License**"); and (ii) enable the "Emergency Dispatch" toggle within the Hosted Software, as more fully described in the Documentation.

   b. For each Alarm transmitted through the Hosted Software, the Call Center will respond in accordance with its internal operating procedures, and only if warranted in the sole discretion of the Call Center. Not all Alarms require notification to First Responders. If the video verification settings are set to 'Normal Mode' (as described in the Documentation), the Call Center may not notify the individuals on the Call List if it is unable to determine a threat to person or property, including because Call Center cannot discern a threat from the video provided or it is unable to access video of the trigger event. Once dispatched, the Call Center may be unable to recall First Responders.

   c. In the event of notification to Customer, the Call Center will call the person(s) named in the Call List, in the order set by Customer. Receipt by Customer of any form of notification provided by the Call Center pursuant to the Call List, is deemed compliance with the notification obligation hereunder, which notice may include SMS or voice mail message.

   d. If video or audio Alarms are received at the Call Center, the Call Center will monitor such video or sound in accordance with its internal operating procedures, and for so long as the Call Center, in its sole discretion, deems appropriate.

3. **Customer's Obligations**.

   a. Customer (or a properly licensed installer selected by Customer) is responsible for installation (including the design of such installation), maintenance, service, repair, inspection and testing of the Products. Once installed, it is Customer's responsibility (or a properly licensed installer selected by Customer) to configure its Products in order to enable the Monitoring Services, including by creating and maintaining appropriate Trigger and Response Actions via the Hosted Software (i.e., by creating an "Alarm Address" within Customer's account in the Hosted Software

and configuring it in Customer's discretion). Monitoring Services will be provided only if the Hardware Products have been configured to transmit Alarms to the Call Center by means of the foregoing.

b. Customer is responsible, at Customer's sole expense, for supplying all systems, and incidental functionality (e.g., high-speed Internet access, IP Address and or wireless services, all 110 Volt AC power), necessary to operate the Products at Customer's premises.

c. Once delivered, the Hardware Products are in the possession and control of Customer, and it is Customer's sole responsibility to regularly test the operation of its Products. Verkada does not design installations, install, inspect, maintain, service, repair, or test Products for Customers.

d. Customer is responsible for obtaining and maintaining all licenses, registration and permits for the Products and Monitoring Services, including those required by the Customer's local government, necessary to use the Products as contemplated under this Alarms Addendum in compliance with applicable laws and regulations.

4. **Monitoring Services Exclusions**.

a. Except for the systems under its control that Verkada uses to make the Hosted Software available, Alarms are transmitted over third party communication networks beyond the control of Verkada and are not maintained by Verkada. Verkada will not be responsible for any failure by such third-party networks which prevents transmission of Alarms from reaching the Call Center or any damages arising therefrom.

b. Verkada will have no liability for permit fees, false alarms, false alarm fines, the manner in which First Responders respond, any response delays caused by the First Responders, the failure of First Responders to respond, or the manner in which Alarms are handled by the Call Centers or First Responders.

c. Verkada makes no representation that any aspect of the Products meets code requirements or constitute an alarm system, burglar alarm system, fire alarm system, CCTV system, access control system or other electronic security system, as those terms are defined under the applicable laws of the jurisdictions in which Customer uses the Products.

d. Verkada is not a Call Center and does not provide the services of a Call Center. Verkada does not respond to an Alarm, notify, or attempt to notify the persons named in the Call List, request dispatch of First Responders, or other agents to Customer's premises to investigate or verify an Alarm. The portion of the Monitoring Services performed by Verkada is strictly limited to Verkada's automated signal and data retransmission software, receivers, and related components, routing Alarms generated from the Products at Customer's premise via a third-party network to a Call Center for response. The Customer is not contracting with Verkada to provide the services of the Call Center. Verkada and the Call Center are independent and unrelated entities, and there is no subcontractor, employer or employee, master or servant, joint venture, partnership, or contractual relationship between them.

5. **Suspension & Termination**. Verkada may, without prior notice, temporarily suspend or terminate the Monitoring Services, in Verkada's sole discretion, in the event of: (a) a Force Majeure Event which renders any aspect of the Monitoring Services inoperable or impractical; (b)reserved; (c) Call Center's facilities or communication networks are nonoperational; (d) Customer causes the Products to transmit excessive false alarms, runaway signals, or otherwise unreasonably overburdens either Verkada's systems or the Call Center's systems; or (e)reserved.

6. **No Representations or Warranties**. Verkada makes no representation or warranty, whether express or implied, that the Products including the Monitoring Services will prevent any loss, damage or injury to any person or property, whether by reason of burglary, theft, hold-up, fire or any other cause, or that the Products will in all cases provide the protection for which they are installed or intended. Monitoring Services are not error-free. Verkada is not an insurer, and Customer assumes all risk for loss or damage to Customer's premises, contents, business interruption, or persons on or around the premises. Customer's sole remedy for Verkada's breach of this Exhibit B is to require Verkada to replace the non-operational Products as set forth in Section 3.2 of the Agreement.

THE ABOVE EXCLUSIONS WILL NOT APPLY, IF THE GOVERNING LAW WHERE THE CUSTOMER'S PREMISE IS LOCATED PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES.

7. **Reserved**.

8. **Exculpatory Clause**.

   a. To the fullest extent permitted by governing law, Verkada will not be liable for any loss or damage sustained by Customer caused or contributed by the performance, or failure of performance, of the Monitoring Services under this Exhibit B, even if caused or contributed by any negligence of any kind or degree of the Call Center, Verkada, or any other third-party, except for Verkada's gross negligence in states that do not permit the exculpation of liability for gross negligence, recklessness and willful misconduct.

   b. IN THE EVENT THAT THE EXCULPATORY CLAUSE IS NOT ENFORCEABLE UNDER THE GOVERNING LAW WHERE THE CUSTOMER'S PREMISES IS LOCATED, THE LIMITATIONS OF LIABILITY IN SECTION 11 OF THE AGREEMENT SHALL GOVERN AND CONTROL.

9. **Insurance**. Customer must maintain a policy of General Liability and Property Insurance for liability, casualty, fire, theft, and property damage and, upon request, will ensure that Verkada is named as additional insured, and which shall on a primary and non-contributing basis cover any loss or damage related to Customer's use of the Products. Customer assumes all potential risk and damage that may arise by reason of failure of the Products, and Customer will look to its own insurance carrier for any loss or assume the risk of loss. Verkada will not be responsible for any portion of any loss or damage which is recovered or recoverable by Customer from insurance covering such loss or damage or for such loss or damage against which Customer is indemnified or insured. Customer and all those claiming rights under Customer policies waive all rights against Verkada and its subcontractors for loss or damages caused by perils intended to be detected by the Products or covered by insurance to be obtained by Customer, except such rights as Customer or others may have to the proceeds of insurance.

10. **Conflict Resolution**. In the event of any conflict, discrepancy, or inconsistency between the terms of the Agreement and this Exhibit B, the terms of this Exhibit B will govern and control.

EXHIBIT C

Security Controls

LAST UPDATED: November 30, 2022

Verkada Inc. ("**Verkada**") has taken and will maintain appropriate administrative, technical, physical and procedural security measures, for the protection of the Personal Data, including the measures set forth below. Verkada may update this list from time to time.

Operational Security

- Verkada's Information Security Policy establishes a framework of internal standards.
- Verkada's designated security team is responsible for the design, implementation and management of policies, standards, baselines, procedures, guidelines, and training programs for privacy and information security for personnel.
- Verkada authorizes access to information resources, including production systems and customer data, on the principle of least privilege and conducts annual access control reviews.
- Verkada requires two factor authentication and/or Single Sign-on, to access sensitive systems and applications.
- Personnel must accept policies addressing security, including Verkada's Code of Conduct and Acceptable Use Policy, and must pass a background check prior to commencing employment.
- Verkada has established formal guidelines for employee passwords to govern the management and use of authentication mechanisms, and requires use of password managers, automatic screensaver locks, hard disk encryption, and other endpoint security measures.
- A version control system helps manage source code, documentation, release labeling, and other change management tasks. Access to the system must be approved by a system administrator.
- Verkada has in place business continuity and incident response plans to effectively respond to a business interruption or security incident to minimize impact to customers.
- Formal risk management processes specify risk tolerances and the process for evaluating risks based on identified threats and the specified tolerances. Verkada conducts a risk assessment at least annually.
- Verkada performs regular backups and retains them in accordance with a predefined schedule in the Backup Policy.

Infrastructure Security

- Encryption
    - Verkada ensures that all connections to its web application from its users are encrypted using certificated TLS configurations. Both website and application are reachable exclusively over HTTPS.
    - Verkada stores customer data in databases that are encrypted at rest.
- Network security
    - Production environments run in an isolated Virtual Private Cloud network with only necessary services enabled.
    - Verkada uses a load balancer to automatically distribute incoming application traffic across multiple instances and availability zones.

    - Verkada uses configurations that ensure only approved networking ports and protocols are implemented.

- Monitoring and Alerting

    - Verkada tools monitor server CPU use, free storage space, message age and read I/O in Verkada's databases, servers and messaging queues and notify appropriate personnel of any events or incidents based on predetermined criteria. Incidents are escalated per policy.

Product Security

- Verkada employs enterprise-grade Role-Based Access Control (RBAC) and Single-Sign-On (SSO) authentication.

- Verkada deletes customer data within 30 days of the customer terminating its contract.

Compliance

- Verkada is AICPA SOC 2 Type 2 compliant and completes annual SOC 2 Type 2 examinations.

Continuous Innovation

- Security team periodically evaluates controls and monitors employee devices, cloud environments, and networks for malicious activity.

- At least annually, Verkada conducts a third party vulnerability scan of the production environment.

- Verkada provides processes for external users and employees to report failures, incidents, and concerns.