

END USER AGREEMENT

This End User Agreement (“**Agreement**”) governs the purchase and use of Verkada’s enterprise Software-as-a-Service platform for physical security, and is entered into between Verkada Inc. (“**Verkada**”) and [name], a [state] [type of entity], the end customer and user of Verkada’s products (“**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 Usage Statistics (defined below).

“**Documentation**” means the online documentation regarding the Hardware, available at www.verkada.com/docs/.

“**DPA**” means the Data Protection Agreement 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 solution, 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.

“**Products**” means, collectively, the Software, Hardware, Usage Statistics, 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 for the prices listed 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.

“Usage Statistics” means routine information regarding from Customer’s use of the Products, including information automatically collected through the Software, such as a User’s IP address, browser type, and how the User interacts with the Software, as well as Hardware-related performance statistics and related data. For clarity, Usage Statistics does not constitute Customer Data.

“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 it manages with 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 terminate on the same date. The Products are not intended to be used as part of any life-saving or emergency systems, and Customer will not use the Products in any such environment. If Customer purchases the Monitoring Services (as defined on Exhibit B, the **“Monitoring Services Addendum”**), the use of the Products in connection with the Monitoring Services will be subject to the terms of the Monitoring Services 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 develop and 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 in order to monitor their availability, security, performance, or functionality, or for any other benchmarking or competitive purposes (other than for routine product comparison purposes) 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 within 30 days from the date of the applicable

Purchase Order for any reason. 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.

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. Verkada reserves the right to suspend use of any Products operating in violation of the obligations of this Section 5.1, following written notice to Customer (which may take the form of an email).

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.

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 for Cause. Either party may terminate this Agreement or any License Term for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of the 30-day period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

6.3 Effect of Termination. If Customer terminates this Agreement or any License Term 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, 8, 9, 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.

8. DATA PROTECTION

Verkada secures the Software and Customer Data in accordance with the security practices available at www.verkada.com/trust/security-controls. 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 Usage Statistics, 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, 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**”) 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. 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 By Customer. Customer will indemnify, defend, and hold harmless Verkada, its affiliates, and their respective owners, directors, members, officers, and employees (together, the “**Verkada Indemnitees**”) from and against any Claim related to (a) Customer’s or a User’s engaging in a Prohibited Use, and (b) Customer’s breach of its obligations in Section 5.1, and (c) any gross negligence, recklessness, or intentional misconduct of its Users. Customer will pay any settlement of and any damages finally awarded against any Verkada Indemnitee by a court of competent jurisdiction as a result of any such Claim so long as Verkada (i) gives Customer prompt written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Verkada’s prior written consent which will not be unreasonably withheld), and (iii) provides to Customer all reasonable assistance, at Customer’s request and expense.

11. LIMITATIONS OF LIABILITY

11.1 Disclaimer. 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 Limitation of Liability. EACH PARTY HERETO AGREES THAT WITH THE EXCEPTION OF THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 OR CUSTOMER’ THE CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7, AND ANY BREACH RELATED TO VERKADA’S SECURITY OBLIGATIONS SET FORTH IN SECTION 9.1 (COLLECTIVELY, “**EXCLUDED CLAIMS**”), CUSTOMER’S INDEMNIFICATION OBLIGATION IN SECTION 7 OF THE MONITORING SERVICES ADDENDUM (if applicable), AND ABSENT GROSS NEGLIGENCE OR

INTENTIONAL MISCONDUCT OF THE OTHER PARTY, NEITHER THE OTHER PARTY NOR ITS AFFILIATES NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM WILL BE LIABLE TO SUCH 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.

11.3 Liability Cap. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND CUSTOMER'S INDEMNIFICATION OBLIGATION IN SECTION 7 OF THE MONITORING SERVICES ADDENDUM (if applicable), 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 BY CUSTOMER TO VERKADA UNDER THIS AGREEMENT DURING THE 24-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. IN THE CASE OF EXCLUDED CLAIMS, SUCH LIMIT WILL BE EQUAL TO THE TWO TIMES THE TOTAL AMOUNT PAID BY CUSTOMER TO VERKADA UNDER THIS AGREEMENT DURING THE TERM. 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.

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 laws of California 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, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. 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.

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, 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.

If any disputes arise, the parties will first attempt to resolve the dispute informally via good faith negotiation. If the dispute has not been resolved after 30 days, the parties will resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) by binding arbitration before a single arbitrator administered by JAMS, its successors and assigns, in San Mateo County, California, unless otherwise agreed by the parties in writing, and pursuant to its arbitration rules. Each party will be responsible for paying any arbitration fees in accordance with the foregoing rules, and the award rendered by the arbitrator may include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed to prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, intellectual property rights or other proprietary rights.

[Signature Page Follows]

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
Monitoring Services Addendum

This “**Monitoring Services Addendum**” sets forth the terms applicable to Customer’s use of the Monitoring Services (as defined below).

1. **Certain Definitions.**

- a. “**Alarm**” means an alarm signal, 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 via the Hosted Software.
- b. “**Call Center(s)**” means each call center, central station, and/or other third-party that receives and processes 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 to respond to an Alarm received by Verkada and/or the Call Center.
- e. “**Monitoring Services**” means the automated Alarm transmission functionality enabled by the Software, as more fully described in the Documentation. The Monitoring Services are deemed to be a Product under the Agreement.
- f. “**Triggers and Response Actions**” means specific parameters configured by Customer within the Hosted Software that inform the Monitoring Services how Customer wishes for Alarms to be indicated and processed.

2. **Monitoring Services.**

- a. Customer must purchase a License for each location at which Monitoring Services will be provided (a “**Monitoring License**”). An Alarm may be triggered by up to 32 Hardware units at each physical address for which a Monitoring Services License is purchased. If a location requires more than 32 Hardware units, Customer must purchase an additional Monitoring Services License for such location, in 32-unit increments.
- b. For each Alarm transmitted through the Hosted Software as part of the Monitoring Services, the Call Center will notify Customer. The Call Center will make only one call to the person(s) named in the Call List. Receipt by Customer of any form of notification provided by the Call Center pursuant to the Call List, including leaving a message on an answering machine, is deemed compliance with the notification obligation hereunder.
- c. Not all Alarms require notification to First Responders. Once dispatched, Fire Department First Responders cannot be recalled.
- d. If video or audio Alarms are sent to the Call Center, the Call Center will monitor such video or sound for so long as Call Center in its sole discretion deems appropriate to confirm and monitor the Alarm. Thereafter such data will be deleted by the Call Center.

3. **Customer’s Obligations.**

- a. Customer (or a properly licensed installer selected by Customer) is responsible for installation of the Products. Once installed, it is Customer’s responsibility 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 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 test the operation of its system. Verkada does not install, inspect, or maintenance Customer’s systems, including the Hardware installed on its premises.
- d. Customer is responsible for obtaining and maintaining all alarm and monitoring-related permits and fees required under applicable laws.

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, or how Alarms are monitored by the Call Centers or First Responders, or the refusal of First Responders to respond.
 - c. Verkada makes no representation that any aspect of the Products meet local code requirements or constitute a fire alarm system as that term is defined under the applicable laws of the jurisdictions in which Customer uses the Products.
5. **Suspension & Termination.** Verkada may, without prior notice, suspend or terminate the Monitoring Services, in Verkada's sole discretion, in the event of: (a) a Force Majeure Event which renders monitoring or First Responders' response impractical; (b) Customer defaults in its performance obligations under the Agreement or uses the Products to violate any applicable law or any third party right of privacy; (c) Call Center's facilities or communication networks are nonoperational; (d) Customer's system causes the Products to send excessive false alarms, runaway signals, or otherwise unreasonably overburdens either Verkada's systems or the Call Center's systems; or (e) Customer fails to provide accurate information within the Call List or fails to properly update the Call List.
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. Verkada is not an insurer, and Customer assumes all risk for loss or damage to Customer's premises, its contents, or persons on the premises. Customer's sole remedy for Verkada's default under this Exhibit B is to require Verkada to repair or replace the non-operational Products as set forth in Section 3.3 of the Agreement.

BECAUSE SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY.

7. **Indemnity.** In addition to Section 10.2 of the Agreement, Customer will indemnify, defend, and hold harmless Verkada Indemnitees from and against any Claim (including reasonable attorney's fees, fees associated with investigations, or fees or fines relating to permits or false alarms) arising from Verkada's performance, or failure to perform, under the Agreement, or for the negligence of Verkada or its authorized agents including the Call Center.
8. **Limitation on Liability.**
- a. Verkada is authorized and permitted to subcontract the Monitoring Services, whether in whole or in part, to third parties (e.g., its authorized agents and the Call Center(s)).
 - b. Verkada will not be liable for any loss or damage sustained by Customer by reason of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, carbon monoxide or any other cause whatsoever caused by the negligence or failure to perform of Verkada or any failure of the Products to perform as intended, regardless of whether or not such loss or damage was caused by, or contributed to, by Verkada's breach of contract, any extra contractual or legal duty, strict products liability, or negligent performance of or failure to perform any obligation under this Agreement, or any other legal duty, except for Verkada's gross negligence and willful misconduct.
 - c. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. IN COUNTRIES, STATES OR MUNICIPALITIES WHERE THE ABOVE TYPES OF EXCLUSIONS AND LIMITATIONS ARE NOT ALLOWED, VERKADA IS RESPONSIBLE TO CUSTOMER ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF ITS FAILURE TO USE ORDINARY SKILL AND CARE OR FOR A BREACH OF THE AGREEMENT.
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 to Verkada's products and services. 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.