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This Mutual Nondisclosure Agreement (this “**Agreement**”) is made and entered between Verkada, Inc. and you, the party who accepts this Agreement (“**Counterparty**”) whether by clicking a box indicating acceptance, navigating through a login page where a link to this Agreement is provided, or providing another form of electronic acceptance.

This Agreement is effective between Verkada and the Counterparty as of the date that Counterparty accepts the terms of this Agreement as indicated above (the “**Effective Date**”). Verkada reserves the right to modify or update the terms of this Agreement in its discretion, the effective date of which will be the earlier of (i) 30 days from the date of such update or modification and (ii) to Counterparty’s continued participation in Verkada’s programs.

1. Purpose. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information that the disclosing party desires the receiving party to treat as confidential.
2. “Confidential Information” means any information disclosed by either party to the other party, directly or indirectly, in writing, orally, or by inspection of tangible objects (including documents, prototypes, samples, plant, and equipment), which is designated as “Confidential,” “Proprietary,” or which would reasonably be considered confidential under the circumstances. Information communicated orally will be considered Confidential Information unless otherwise indicated by the disclosing party. Confidential Information may also include information disclosed to the disclosing party by third parties. Confidential Information will not, however, include any information that (i) was publicly known and made generally available in the public

domain prior to the time of disclosure by the disclosing party, (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party, (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records, (iv) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality, or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

3. Non-use and Nondisclosure. Each party will not use the other party's Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party will not disclose the other party's Confidential Information to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. A party may disclose the other party's Confidential Information if required by law so long as the receiving party gives the disclosing party prompt written notice of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure. Neither party will reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the other party's Confidential Information and that are provided to the party in accordance with this Agreement.

4. Maintenance of Confidentiality. Each party will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the other party's Confidential Information. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own most highly confidential information and, prior to any disclosure of the other party's Confidential Information to its employees, will have the employees sign a non-use and nondisclosure agreement that is substantially similar in content to this Agreement. Neither party will make any copies

of the other party's Confidential Information unless approved in writing by the other party. Each party will reproduce the other party's proprietary rights notices on any approved copies.

5. No Obligation. Nothing in this Agreement will obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ITS CONFIDENTIAL INFORMATION.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies of them will be and remain the property of the disclosing party. Upon the disclosing party's request, the receiving party will promptly deliver to the disclosing party all Confidential Information, without retaining any copies.

8. Feedback; No Other Licenses. Counterparty may provide comments, suggestions, and recommendations to Verkada about Verkada's products or services (collectively, "Feedback"). Verkada may freely use and exploit Feedback without obligation to Counterparty, unless the parties agree otherwise in writing. Except for the foregoing and the limited right to use the Confidential Information for the purpose set forth in this Agreement, this Agreement does not grant a party any rights in or to the Confidential Information of the other party.

9. Term. The obligations of each receiving party under this Agreement will survive until the earlier of (i) such date as all Confidential Information of the other party becomes publicly known and made generally available through no action or inaction of the receiving party and (ii) three years from the date hereof.

10. Remedies. Each party acknowledges that any violation or threatened violation of

this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

11. Miscellaneous. This Agreement will bind and inure to the benefit of the parties and their successors and assigns. This Agreement will be governed by the laws of the state of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter of this Agreement. Neither party will have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth in this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties.