

# **VERKADA MOBILE NFC LICENSE TERMS FOR APPLE WALLET**

These Verkada Mobile NFC License Terms for Apple Wallet ("**Terms**"), by and between Verkada Inc. ("**Verkada**") and the counterparty listed in the signature block below ("**Customer**"), supplement the Verkada End User Agreement ("**Agreement**") entered into between the parties and set forth additional terms related to Customer's purchase and use of Verkada mobile NFC licenses to provision NFC-based credentials for Apple Wallet. These Terms are incorporated into the Agreement. Capitalized terms not defined in these Terms shall have the meanings set forth in the Agreement or the Apple Pass-Through Terms ("**Apple Pass-Through Terms**"), a current version of which is set forth in Exhibit A.

NOTE: MOBILE NFC LICENSE SKU SUPPORTED ONLY ON VERKADA READERS. AD31 AND AD32 ARE NOT COMPATIBLE WITH iOS DEVICES.

1. Sanctions. Customer represents and warrants that it is not directly or indirectly controlled by or designed as a sanctioned party by any government regulatory authority (including, but not limited to, the Office of Foreign Assets Control).

2. Apple Access Program.

2.1. Approval. Customer understands and agrees that, unless and until Customer has been approved by Apple for the Apple Access Program ("**Program**"), Verkada mobile NFC license(s) may not be used to provision NFC-based credentials for Apple Wallet. Customer understands that its approval for the Program is at Apple's sole discretion, is not guaranteed, and may not be provided promptly or at all. Customers who require assurance that they will be able to use Verkada mobile NFC license(s) to provision NFC-based credentials for Apple Wallet should obtain Program approval from Apple before purchasing their mobile NFC licenses from Verkada.

2.2. Additional Terms. For as long as it participates in the Program, Customer

agrees:

2.2.1. not to participate in the Program in the People's Republic of China (excluding Hong Kong, Macau, and Taiwan) ("**China**"), Nepal and Vietnam unless the Customer first consults with Verkada and Apple and the parties first mutually work together and agree upon a launch plan which complies with applicable laws and regulations of China, Nepal and Vietnam, as applicable;

2.2.2. to comply with the Apple Pass-Through Terms, as may be updated by Apple from time to time. Customer will, upon receipt of an updated Apple Pass-Through Terms, promptly execute and deliver the same to Verkada;

2.2.3. that nothing contemplated hereunder or in the Agreement will result in a breach by a User of a User Agreement, and Customer will amend its User Agreements if required to ensure there is no such breach;

2.2.4. that Verkada may monitor for fraudulent activity (such as the improper provisioning of Credentials or misuse of Provisioned Credentials) at the transactional level (e.g., by carrying out daily batch monitoring for behavioral patterns of fraudulent reloads on Provisioned Credentials). Customer agrees to cooperate with Verkada to act on any suspected fraud that may be attributable to Customer or its network(s), system(s), and/or processes, using all reasonable efforts to remedy and further prevent any such instance of fraud within Customer's control;

2.2.5. to take all steps required to be taken by Customer to enable the Program to be undertaken in compliance with all applicable Laws;

2.2.6. in the event that any of Apple, Verkada, or Customer (the "**Directed Party**") is notified by a Governmental Authority, or otherwise reasonably believes, upon advice of counsel, that it is not complying with applicable Law or that there is a security breach due to the processes used by the Directed Party, for use and provisioning of Credentials using the Apple Technology, the parties, will, unless prohibited by law, promptly meet with Apple and work in good faith

to determine together whether any such failure to comply with applicable Law has occurred or is occurring. Upon such determination, the parties will work together in good faith with Apple to use reasonable measures to modify such processes to ensure compliance with applicable Law. Each party acknowledges that Apple reserves the right to make changes to the Program that Apple deems necessary to comply with applicable Law. In the event of any audit or investigation by a Governmental Authority, the parties will provide each other's and Apple's legal counsel with assistance reasonably required to address any issues of non-compliance that may be raised by such audit or investigation, to the extent reasonably practicable;

2.2.7. in the event that Customer or Verkada receives a written supervisory communication, written guidance or written direction from a Governmental Authority ("**Regulatory Guidance**") that requires a modification to or suspension of the Program or such party's participation therein in less than thirty (30) days, such party will: (i) promptly memorialize such Regulatory Guidance in writing and, with the consent of the Governmental Authority issuing the Regulatory Guidance, if such consent is required by applicable Law or is practically required, deliver such writing to the other party and to Apple, and (ii) deliver an officer's certificate that such party believes in good faith that such expedited action is required, based on advice received from legal counsel, and (iii) use practically reasonable efforts to clarify with the applicable Governmental Authority that the expedited action is required. Upon fulfillment of the foregoing (provided, however, that (i) is not required to be fulfilled if such party could not obtain the consent of the Governmental Authority despite its good faith and commercially reasonable efforts to obtain such consent), such party will have the right to immediately suspend its participation in the Program, and the other party will cooperate with such party to take any actions reasonably required to effect the suspension (where a Governmental Authority is involved, subject to the parties agreeing on disclosure to each other pursuant to a common interest agreement between the parties on reasonable terms and conditions). Any such

suspension will be limited to the narrowest extent required (including scope and duration) by the Regulatory Guidance. Each party acknowledges that Apple reserves the right to immediately suspend the Program or either party's participation in the Program therein in the event it receives Regulatory Guidance that requires a modification to or suspension of the Program or Customer's or Verkada's participation therein.

2.3. Termination. In the event of Verkada's termination from the Program (after accounting for any applicable wind-down period) for any reason (such date of termination, the "**Termination Date**"), Customer may, for a period of thirty (30) days following receipt of the applicable termination notice from Verkada, elect to terminate any of its active Verkada mobile NFC licenses, with such termination to be effective as of the Termination Date, and Verkada will promptly issue to Customer a prorated organizational license credit for the unused portion paid by Customer to Verkada for the terminated Verkada mobile NFC licenses. Customer agrees that any Verkada mobile NFC licenses it does not elect to terminate may be used to provision NFC credentials only on Android mobile devices after the Termination Date.

2.4. License Fulfillment; Denial by Apple. Customer understands and agrees that Verkada mobile NFC licenses will not be fulfilled and cannot be used on any platform until Apple's decision is received. In the event Customer has sought approval for and been denied for the Program, Customer may, for a period of thirty (30) days following receipt of the applicable denial notification from Apple, cancel its purchase of Verkada mobile NFC licenses, and Verkada will refund to Customer's selected reseller partner amounts paid for such license(s). To initiate a license cancellation, Customer must send a request by email within the 30-day period to [returns@verkada.com](mailto:returns@verkada.com). For clarity, once Customer has been approved by Apple for the Program, Customer shall not be eligible for a return or refund under the preceding sentence upon termination of Customer's participation in the Program for any reason. The foregoing cancellation right does not apply to any product SKUs other than Verkada mobile NFC licenses.

## **Exhibit A**

### **Participating Provider Pass-Through Terms for the Apple Access Platform**

These Terms and Conditions (“Terms and Conditions”) are in addition to the Verkada End User Agreement (“Terms of Service”). These additional terms apply if You use Apple Access Technology to securely execute instructions given by Users via Apple Access Technology and for the purpose of enabling Users to securely use Provisioned Credentials to make Transactions (the “Program”). All foregoing terms shall have the meaning set forth below.

**In the event of a conflict between these Terms and Conditions and the Terms of Service, these Terms and Conditions shall govern with respect to Your use of the Apple Access Technology.**

#### **Definitions.**

“Access Partner” shall mean Verkada Inc. or an affiliated entity of Verkada Inc.

“Access Partner Data” means any data supplied by Access Partner to Apple or Participating Provider for the purpose of facilitating Participating Provider’s provisioning path decision process.

“Access Partner Technology” means Technology owned, controlled or licensable by Access Partner or any of its Affiliates (other than Apple Technology).

“Access Services” means the provisioning of Apple Access Technology to Participating Providers to enable Users to virtually authenticate to and/or to gain access to a physical space or service to utilize such physical space or service controlled or provided by a Participating Provider.

“Account” means any account under which a User may initiate any Access Service through Participating Provider pursuant to a User Agreement.

“Affiliate” means, with respect to a party, any Person that controls, is controlled by, or is under common control with such party. As used in this definition, the term “control”

means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, but not by way of limitation, the direct and indirect ownership of more than fifty percent (50%) of (i) the voting securities or (ii) an interest in the assets, profits, or earnings of a Person will be deemed to constitute “control” of the Person.

“Apple” means Apple Inc.

“Apple Access Guidelines” means documentation outlining the minimum program requirements and best practice guidelines that are required to support Access Services and/or the Program. Such Apple Access Guidelines may be updated from time to time will and be provided by Access Partner as a .pdf upon request until a hyperlink becomes available.

“Apple Access Platform” means Apple’s platform that utilizes Apple Technology, and may utilize Access Partner Technology pursuant to Apple’s agreement with Access Partner, to enable Users to gain access to or authenticate virtually to use a physical space or controlled service using physical, digital or virtual access cards, credentials or account access devices and to access other related services using Apple Products designated by Apple or any of its Affiliates.

“Apple Access Technology” means the Apple Technology that enables Users to gain access to a physical space or controlled service, or authenticate virtually to use (physically, virtually, or otherwise) Participating Provider services, using Apple Products designated by Apple or any of its Affiliates.

“Apple Brand Guidelines” means the guidelines set forth at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html> (“Apple Trademark and Copyright Guidelines”) and <https://developer.apple.com/apple-pay/marketing> (“Apple Pay Marketing Guidelines”).

“Apple Marks” means all Marks set forth in Exhibit C (Apple Marks), as may be amended by Apple from time to time. “Apple Technology” means Technology owned,

controlled or licensable by Apple or any of its Affiliates.

“Apple Product” means any Technology, product, or service distributed under an Apple Mark, or used internally and under development for distribution under an Apple Mark or an Apple Affiliate.

“Confidential Information” means: (i) either Party’s product plans and roadmaps; (ii) the terms and conditions of this Agreement; and (iii) any other information disclosed by a Party or its Affiliates to the other Party or its Affiliates in connection with this Agreement, or the development of the Parties’ or their respective Affiliates’ respective systems in connection with the activities contemplated by this Agreement, and designated by the disclosing Party as confidential in writing or, if disclosed orally, designated as confidential at the time of disclosure; provided, however, that Confidential Information will not include information that: (A) is now or subsequently becomes generally known or available to the public through no fault or breach on the part of the receiving Party or its Affiliates; (B) the receiving Party can demonstrate to have had rightfully in its possession or the possession of its Affiliates prior to disclosure from the disclosing Party or its Affiliates (that is not precluded from being disclosed as a result of confidentiality obligations owed to a third party); (C) is independently developed by the receiving Party or its Affiliates without use of or reliance in any way on the disclosing Party’s Confidential Information; (D) the receiving Party or its Affiliates rightfully obtain from a third party who has the right to transfer or disclose it to the receiving Party or its Affiliates without any obligation of confidentiality; or (E) is released for publication by the disclosing Party or its Affiliates in writing.

“Credential” means any digital or virtual card, account access device, or other device capable of accessing an Account issued by Access Partner at the request of Participating Provider for the purposes of initiating an Access Service.

“Effective Date” means the Effective Date of your Terms of Service applicable to Your use of Verkada Products.



“Enabled Device” means any Apple Product that has been enabled to store and/or transmit Provisioned Credentials.

“Governmental Authority” means any domestic or foreign, federal, state, provincial, municipal or local government, any political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, regardless of form, including any agency, bureau, court, tribunal, or other instrumentality.

“Intellectual Property Rights” means the rights in and to all (i) patents and patent applications in any jurisdiction or under any international convention claiming any inventions or discoveries made, developed, conceived, or reduced to practice, including all divisions, divisionals, substitutions, continuations, continuations-in-part, reissues, re-examinations, renewals and extensions thereof; (ii) copyrights; (iii) confidential information and other proprietary information or data that qualifies for trade secret protection; (iv) semiconductor chip or mask work rights; (v) design patents or industrial designs, and (vi) other similar intellectual or other proprietary rights (excluding all Marks) now known or hereafter recognized in any jurisdiction.

“Law” means any federal, state, local or foreign law (including common law), code, statute, ordinance, rule, regulation, published standard, permit, judgment, writ, injunction, rulings or other legal requirement.

“Marks” means all trademarks, service marks, trade dress, trade names, brand names, product names, business marks, logos, taglines, slogans, and similar designations that distinguish the source of goods or services, whether registered or unregistered, along with all registrations and pending applications for any of the foregoing.

“Non-Apple Access Service” means any software, other than the Apple Pay Technology, that enables the use of a digital or virtual card for the purposes of gaining access to a physical space or authenticating to utilize a controlled service on personal electronic devices.

“Participating Provider” shall mean You.



“Participating Provider Data” means all information related specifically to an Account, Credential, Participating Provider, and/or User that is obtained, generated or created by or on behalf of such Participating Provider in connection with Account establishment, processing and maintenance activities, customer service, and transaction data (as enumerated in the Apple Access Guidelines).

“Participating Provider Properties” means properties owned, leased, or controlled by Participating Provider that are participating in the Program.

“Participating Provider Technology” means Technology owned, controlled or licensable by Participating Provider or any of its Affiliates.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, trust, unincorporated organization, Governmental Authority or other entity.

“Provisioned Credential” means a Credential that has been provisioned to an Enabled Device so that the Enabled Device may be used to make Access Services available using such Provisioned Credential.

“Service Provider” means any subcontractor, independent contractor, or third party service provider engaged by a party to provide a service on behalf of such party.

“Technology” means any information, ideas, know-how, designs, drawings, specifications, schematics, software (including source and object codes), manuals and other documentation, data, databases, processes (including technical processes and business processes), or methods (including methods of operation or methods of production).

“Terms of Service” has the meaning given such term in the preamble.

“Transaction” means using an Enabled Device to gain access to a physical space, or utilize a service controlled or provided by an entity that controls access to physical spaces, in locations agreed to by Access Partner, Participating Provider and Apple.

“User” means a Person that has entered into a User Agreement establishing an

Account with a Participating Provider.

“User Agreement” means the agreement between Participating Provider and a User , establishing a User Account and governing the use of a Credential, together with any amendments, modifications or supplements that may be made to such User Agreement (and any replacement of such agreement).

“You” and its correlative terms refer to You, the Access Partner customer / Participating Provider who is executing or otherwise agreeing to these Terms and Conditions.

### **Terms.**

All aspects of the Participating Provider implementation will meet the Apple Access Guidelines.

Participating Provider will ensure that Provisioned Credentials can be used everywhere physical access credentials can be used in Participating Provider Properties, unless an exception is pre-approved in writing by Access Partner and based on guidelines provided by Apple.

To support the end-to-end user mobile contactless experience, if Participating Provider Properties are enabled for the hospitality use case, all Participating Provider’s payment systems accepting payment cards (credit/debit) at such properties will accept Apple Pay (including Apple Pay Cash, as described in the Apple Access Guidelines), unless an exception is pre-approved in writing by Apple.

For provisioning of Credentials, Participating Provider will authorize Access Partner to send data, including Access Partner Data in its possession or control, and any other necessary identifiers for Credentials issued by Participating Provider to Apple necessary to provision credentials.

Participating Provider will support Users by ensuring that the level of service (both in quality and the types of transactions that can be supported) provided for Provisioned Credentials is at least on parity with the level of service provided to physical

credentials and credentials offered by Non-Apple Access Services.

Participating Provider will be responsible for the management of the relationship with Users, including being responsible for: (i) the decision to approve or deny provisioning of Credentials to an Enabled Device; (ii) the right to decline the use of a Provisioned Credential to make Transactions (where technically possible to do so); (iii) the on-going management and operation of Accounts, including whether any Provisioned Credential, should be suspended or deactivated; and (iv) providing all access services to Users in connection with Provisioned Credentials.

Apple (on behalf of itself and each of its Affiliates) hereby grants Participating Provider and each of its Affiliates, during the term, a non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free, fully paid-up, worldwide right and license to use, reproduce, have reproduced, display, and have displayed any of the Apple Marks solely for the purposes of announcing and promoting the provisioning of Credentials on Enabled Devices at Participating Provider Properties, subject in all cases to Apple's prior written consent. Use of the Apple Marks by Participating Provider, its Affiliates or Service Providers will be pursuant to, and in accordance with, the Apple Brand Guidelines, unless otherwise agreed in writing by Apple and Participating Provider. For the avoidance of doubt, in the event Participating Provider wishes to use any of the Apple Marks in any paid advertising, Participating Provider must first obtain Apple's written consent for such advertising. Apple represents and warrants that, as of the Effective Date, Apple has the right to grant all of the licenses and other rights granted to Participating Provider and each of its Affiliates and Service Providers in these Terms and Conditions. For clarity, the foregoing license shall terminate immediately upon termination of Participating Provider's participation in the Program for any reason.

Participating Provider will ensure that the level of user awareness (both in quality and the types of use cases featured) provided by Participating Provider for Provisioned Credentials is at least on parity with the user awareness provided for physical credentials and/or credentials on Non-Apple Access Services.

Participating Provider will market and describe the Program to potential users in accordance with the Apple Access Marketing Guidelines unless an exception is pre-approved by in writing Apple.

In no event will Participating Provider promote or advertise the launch of credential services for Non-Apple Access Service using the Apple Access Guidelines or the Apple Access Marketing Guidelines provided by Apple.

**System Changes.** Absent prior written notice to Access Partner, Participating Provider may not implement changes to its systems, procedures, processes or functionality, which, as the case may be, may have a material impact on: (a) the Apple Access Technology; (b) the manner in which Credentials are provisioned on an Enabled Device, or (c) the manner in which Credentials provisioned to an Enabled Device function or are processed on the Apple Access Technology (such changes to systems, procedures, processes or functionality are referred as to “System Changes”). In addition, and not by way of limitation, Participating Provider will (i) notify Access Partner not less than ninety (90) days prior to any System Change that Participating Provider reasonably believes will disable any core functionality of the Apple Access Technology, or introduce any material additional security exposure to Apple or consumers and (ii) provide support to Access Partner to work in good faith with Apple to address any bona fide concerns of Apple with regard to such proposed System Change. If Apple objects to any System Change, the System Change may not go forward until the objection is resolved.

### **Intellectual Property.**

1. Participating Provider and its Affiliates own or have the right to use all Participating Provider Technology (and all Intellectual Property Rights therein or thereto). Apple and its Affiliates own or have the right to use all Apple Technology (and all Intellectual Property Rights therein or thereto).
2. Except as agreed in writing by Apple and Participating Provider, no other rights or licenses to exploit (in whole or in part), in any manner, form or media, any of

the Technology, Intellectual Property Rights or Marks of the other party are granted. Nothing contained in these Terms and Conditions will be construed as constituting a transfer or an assignment to a party by the other party of any of the Technology, Intellectual Property Rights or Marks of such other party or any of its Affiliates.

**Governmental Authority.** Participating Provider shall promptly notify Access Partner if it is notified by any Governmental Authority, or otherwise reasonably believes, upon advice of counsel, that it is not complying with applicable Law due to the processes used by Apple, Access Partner or Participating Provider, for use and provisioning of Credentials using the Apple Access Platform.

**Confidentiality.** Participating Provider will protect Apple Confidential Information obtained pursuant to these Terms and Conditions from unauthorized dissemination and use with the same degree of care that it uses to protect its own like information. Apple will protect Participating Provider Confidential Information obtained pursuant to the Program from unauthorized dissemination and use with the same degree of care that it uses to protect its own like information. Except as expressly set forth herein, Participating Provider will not use the Apple Confidential Information for purposes other than those necessary to directly further the purposes of these Terms and Conditions. Except as expressly permitted under these Terms and Conditions, Participating Provider will not disclose to third parties the Apple Confidential Information without the prior written consent of Apple, including (i) the public disclosure of any metrics related to the Program and (ii) Participating Provider's planned participation in the Program prior to the public launch of Participating Provider's participation in the Program.

**Termination.** Apple may suspend or terminate Participating Provider's participation in the Program in the event of Participating Provider's breach of any of these terms and such breach is not remedied within thirty (30) days of receiving written notice of such breach by Apple. Participating Provider also acknowledges and agrees that any violation of the requirements set forth in these terms will be grounds for Apple to

suspend the provisioning of Credentials to Enabled Devices.

### **Data Privacy and Security.**

1. Participating Provider and Apple acknowledge that any information which directly or indirectly identifies individuals (“Personal Data”) collected, accessed, processed, maintained, stored, transferred, disclosed, or used in relation to these terms, shall be done for each party’s own benefit and not on behalf of the other party, and each party shall be independently and separately responsible for its own relevant activities. Participating Provider and Apple further acknowledge that Apple does not determine the purpose and means of the processing of Personal Data subject to these Terms and Conditions by Participating Provider, which is determined by Participating Provider solely in its own independent capacity. Participating Provider and Apple acknowledge and agree that the Access Partner is processing Personal Data in relation to the Program for the benefit of the Participating Provider as its data processor.
2. Solely in its own independent capacity and commitment to the protection of Personal Data, Participating Provider shall comply with **Exhibit B (“Apple Data Privacy and Information Security Terms”)** and all applicable data protection laws (altogether, “Data Protection Laws”), including entering into data processing agreements as may be required with Access Partner and, where necessary, ensuring that international data transfers take place only in compliance with the conditions laid down in Data Protection Laws (for example, by executing approved standard contractual clauses). Participating Provider must also ensure that its Service Providers are bound by the same privacy and security obligations as Participating Provider under these Terms and Conditions and will comply with the Data Protection Laws which shall continue to apply regardless of the location of processing of the data for which Participating Provider acts as data controller. Apple will comply with all Data Protection Laws with respect to the handling and use of Personal Data.
3. Participating Provider will promptly notify Access Partner and Apple if it (i)

discovers that any person or entity has breached security measures relating to the Program, or gained unauthorized access to any data related to the Program, including Participating Provider Data, Access Partner Data, or Access Partner Provisioning Data, (in each such case an “Information Security Breach”) or (ii) receives a written supervisory communication, written guidance or written direction from a Governmental Authority that requires a modification to or suspension of the provisioning of Credentials on Enabled Devices. Upon discovery of an Information Security Breach for which Participating Provider is responsible, the Participating Provider will, at its cost, (A) appropriately investigate, remediate, and mitigate the effects of the Information Security Breach and (B) provide Access Partner and Apple with assurances reasonably satisfactory to such parties that appropriate measures have been taken to prevent such Information Security Breach from recurring.

**Unauthorized Transactions.** Participating Provider acknowledges and agrees that Apple will not be liable to any party for any Transaction initiated by a person or party who is not authorized to make a Transaction on an Account, including without limitation any fraudulent Transaction.

**Parity with Physical Access Credential and other Access Services.** Participating Provider may not process or decline Transactions, or activate, suspend or cancel Credentials or Accounts, in a manner that discriminates against the Program compared to physical access credentials and Non-Apple Access Services.

**Reporting Data.** Participating Provider agrees to provide Apple (via Access Partner) the data and statistics identified in **Exhibit A (Data to be included in Reports)** and in accordance with the Apple Access Guidelines (the “Reports”). Apple may use the data and statistics provided by Participating Provider for purposes of (1) performing its obligations and exercising its rights under these Terms and Conditions, or (2) improving the Apple Pay Technology and other Apple Products or technology used internally by Apple in connection with Apple Products.

**Pass Data.** Participating Provider expressly agrees to provide User Personal Data



directly to Enabled Devices to support in the creation of representations of Credentials in accordance with Apple Access Guidelines and according to the User's preferences to the extent such provision is allowed under applicable Law.

**Third Party Beneficiaries.** Apple shall be entitled to rely upon, shall be an express third party beneficiary of, and shall be entitled to enforce, the provisions of these Terms and Conditions. The parties hereto agree that Apple shall be an express third-party beneficiary of these Terms and Conditions as provided herein.