

This Service Level Agreement is incorporated by reference into the Terms of Sale between Verkada Inc. (“**Verkada**”) and the customer (the “**Company**”) named therein (the “**Agreement**”). All capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Agreement

## **Service Levels**

Verkada will use commercially reasonable efforts to make the Platform 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 Platform is not available due to a cause within the control of Verkada. The availability standard does not apply to any feature of the Platform that Verkada identifies as a “beta” feature or service.

## **Service Credits**

If Verkada fails to achieve the availability percentage above, Company will be eligible to receive a credit (“**Service Credit**”) calculated as a certain number of days added to the end of Company’s paid Subscription Period. The Service Credits increase is based on the amount of aggregate outage as set forth below.

<b>Service Availability</b>	<b>Service Credit</b>
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Less than 99.99%	3 days
Less than 99.9%	7 days
Less than 99%	15 days
Less than 90%	30 days

Service Credits are non-transferable. To receive a Service Credit, Company must

contact Verkada in writing within 30 days following the outage and demonstrate to Verkada's reasonable satisfaction that Company's use of the Platform was adversely affected as a result of the outage.

## **Exclusions**

Verkada does not include in its calculation of downtime any time the Platform is not provided due to:

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

## **Sole Remedy**

Notwithstanding any terms to the contrary in the Terms of Sale, the Service Credits are Company's sole and exclusive remedy for any outage of the Platform.