

The following Product-Specific Terms are incorporated into the [End User Agreement](#) by and between Verkada and Customer (the “**Agreement**”) and govern Customer’s use of certain Product features, functionality, or services. Capitalized terms used but not defined in these Product-Specific Terms have the respective meanings ascribed to them in the Agreement. In the event of any inconsistency between the terms of the Agreement and the Product-Specific Terms, the Product-Specific Terms will govern.

#### A. Alarms Terms

The following provisions of this Section A sets forth the terms applicable to Customer’s use of the optional Monitoring Services (as defined below) (collectively “**Alarms Terms**”).

##### 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 via the Hosted Software to a Call Center and/or Customer for response.
- 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, as more fully described in the Documentation. The Monitoring Services are deemed to be a Product under the Agreement.

##### 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) select an Alarm response that specifies a Call Center response (such as verifying video, notifying persons on the Customer’s Call List, or contacting First Responders) 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. The Call Center may not provide a response if it is unable to determine if the defined verification rule for the video has been met (for example, if the applicable rule requires the Call Center to determine from the video if there is a threat to person or property or if a person is present/loitering, and it is unable to do so or cannot access video of the trigger event). The Call Center may be unable to recall First Responders once they are dispatched.

- c. In the event of notification to Customer, the Call Center will contact the person(s) named in the Call List, in the order set by Customer. Transmission by Call Center 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.
- e. In connection with performing the Monitoring Services, Verkada and/or its Call Centers will record and transcribe communications between a Call Center agent and the Customer contact(s) on the Call List for incident response, quality assurance, training, and investigative purposes. Customer represents to Verkada that it has obtained binding consents from listed Customer contact(s) for recording and using these communications.

### **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" or "Alarm Site" 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 any required by the Customer's local or regional government, necessary to use the Products as contemplated under these Alarms Terms 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 constitutes 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. Verkada and the Call Center are independent and unrelated entities.

**5. Suspension & Termination.** Verkada may, without prior notice, suspend or terminate the Monitoring Services in Verkada's sole discretion in the event: (a) of a Force Majeure Event which renders any aspect of the Monitoring Services inoperable or impractical; (b) Customer defaults in its performance obligations under the Agreement or uses the Products in a manner that violates any applicable law or any third party right of privacy; (c) Call Center's facilities or communication networks are nonoperational; (d) Customer causes the Products to transmit excessive false alarms, runaway signals, or otherwise overburdens either Verkada's systems or the Call Center's systems; (e) the maximum number of Alarms allowed under the applicable Monitoring License has been reached until the next accrual period begins, as more fully described in the in the Documentation; or (f) 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. 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 these Alarms Terms is to require Verkada to replace the non-operational Products as set forth in Section 3.3 of the Agreement.

THE ABOVE EXCLUSIONS WILL NOT APPLY, IF APPLICABLE LAW PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES.

**7. Indemnity.** In addition to Section 10.2 of the Agreement, to the fullest extent permitted by applicable law, Customer will indemnify, defend, and hold harmless Verkada Indemnitees from and against any Claim (including reasonable attorney's fees, court costs, fees associated with investigations, or fees or fines relating to permits or false alarms) arising from Customer's use of the Monitoring Services or its performance, or failure to perform, its obligations under these Alarms Terms.

**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 these Alarms Terms, even if caused or contributed by any negligence of any kind or degree of the Call Center, Verkada, or any other third-party, provided that Verkada will be liable for its or the Call Center's gross negligence, recklessness and willful misconduct.
- b. IN THE EVENT THAT THE EXCULPATORY CLAUSE IS NOT ENFORCEABLE UNDER APPLICABLE LAW, THE LIMITATIONS OF LIABILITY IN SECTION 11 OF THE AGREEMENT SHALL GOVERN.

**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.

**B. Professional Services Terms**

The following section sets forth the terms applicable to Customer's receipt of the optional Professional Services (as defined below) ("**Professional Services Terms**"). These Professional Services Terms are subject to the [End User Agreement](#), by and between Verkada and Customer (the "Agreement").

**1. PROFESSIONAL SERVICES & DELIVERABLES**

Verkada will provide to Customer certain professional services, including but not limited to configuration, deployment, and setup support (collectively, "**Professional Services**"), as described in the applicable Purchase Order and/or Service Description provided by Verkada or Partner (including as Verkada may make available at a URL). If applicable, Verkada may provide tangible or intangible

products or output delivered (including via the Hosted Software) to Customer in connection with the Professional Services (collectively, “**Deliverables**”). The Professional Services and Deliverables are deemed to be a Product under the Agreement.

## 2. FEES AND EXPENSES

Customer will pay the Partner for the Professional Services provided by Verkada. Unless otherwise agreed with the Partner, Partner will invoice Customer before Verkada starts to provide the Professional Services. Customer will pay the Partner the Fees as invoiced by the Partner.

If Customer and Verkada agree that the Partner will not bill Customer for the Professional Services, but rather Verkada will do so, then Verkada will invoice Customer for the Professional Services and the rest of this paragraph will apply. Payments on undisputed invoices from Verkada are due and payable without any deductions, setoff or counterclaims by Customer within thirty (30) days of the invoice date and will be made by wire transfer, bank check, money order or such other means as Verkada may specify on the invoice. Verkada reserves the right to charge interest on any overdue payments at one-and-one-half percent (1.5%) per month (18% per year), or the maximum amount allowed by applicable law, whichever is less. Fees specified in this paragraph are exclusive of Taxes (defined below). Customer is responsible for any Taxes and will pay Verkada without any reduction for Taxes. “**Taxes**” means applicable duties, sales tax, value added tax or any equivalent tax and any applicable withholding taxes, customs, duties and other charges and fees related to the sale of the Professional Services.

## 3. OWNERSHIP

Verkada owns and retains all right, title, and interest in and to the Professional Services and Deliverables and may use any Deliverables to make improvements to the Products, all of which will be the sole and exclusive property of Verkada. Except for the limited license granted to Customer in this Section, Verkada does not transfer any rights in the Professional Services and Deliverables to Customer, and Customer will take no action inconsistent with Verkada’s intellectual property rights in the Professional Services and Deliverables. If Verkada provides any Deliverables to Customer, Verkada grants Customer a limited, revocable, worldwide, non-exclusive, non-transferable license to use such Deliverables during the term set forth in the applicable Service Description solely for Customer’s internal business purposes in connection with Customer’s use of the Products. Customer may not use any Deliverables for a Prohibited Use.

## 4. WARRANTY

In connection with its provision of the Professional Services to Customer, Verkada warrants to Customer that Verkada will perform the Professional Services in a professional and workmanlike manner by qualified personnel in accordance with standard industry practices.

Subject to applicable law, Verkada’s entire liability and Customer’s sole remedy for Verkada’s failure to provide Professional Services that conform with this Section will be for Verkada to, at its option: (1) use commercially reasonable efforts to re-provide the Professional Services or (2) cease providing the Professional Services and refund any applicable Fees received for the nonconforming Professional Services.

## 5. DELIVERY AND ACCEPTANCE

5.1 Acceptance Testing. Customer will have 10 days (the “**Evaluation Period**”) following the date Verkada provides any Deliverables to Customer to evaluate the Deliverables and perform any testing it deems necessary to ensure the Deliverables meet the agreed upon specifications. Unless Customer provides the notice described in Section 5.2 below, the Deliverables will be deemed accepted by Customer when the Evaluation Period expires.

5.2 Deficiencies; Acceptance. If Customer determines in its reasonable discretion before expiration of the Evaluation Period that the Deliverables do not meet the agreed upon specifications, then Customer will notify Verkada in writing of the deficiencies in reasonable detail (the “**Deficiency Notice**”). Verkada will thereafter have 30 days (the “**Remediation Period**”) to remediate the defects described in the Deficiency Notice. The corrected Deliverables will be deemed accepted by Customer upon the earlier to occur of (i) delivery and (ii) the expiration of the Remediation Period.

## 6. TERM AND TERMINATION

6.1 Term. The term of the Professional Services will be set forth in the applicable Purchase Order and/or Service Description.

6.2 Termination. If Customer terminates any Professional Services in accordance with Section 6.2 of the Agreement, Customer will owe Fees for Verkada's work performed under the applicable Purchase Order and/or Service Description up until the effective date of termination.

### C. Beta Services Terms

The following section sets forth the terms applicable to Customer's receipt of the optional Beta Services (as defined below) ("**Beta Services Terms**").

Verkada may make certain features, functionality, or services within the Products identified as "beta" ("**Beta Services**") available to Customer at no charge. Customer may choose to try such Beta Services (or not) in its sole discretion. Verkada provides Beta Services "as-is," has no obligation to provide Support for them, no Service Level Agreement or indemnity will apply to them, and Verkada may change, suspend, or terminate them at any time without liability to Customer. IN ADDITION, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT, VERKADA IS NOT LIABLE FOR LOSS OF DATA OR FUNCTIONALITY THAT MAY RESULT FROM USE OF A BETA SERVICE, AND, VERKADA DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL WARRANTIES, LIABILITY, AND COMMITMENTS OF ANY KIND WITH RESPECT TO ANY BETA SERVICES.

### D. Third Party Integration Terms

The following section sets forth the terms applicable to Customer's use of optional Third Party Integrations (as defined below) ("**Third Party Integration Terms**").

1. Customer may have the option to use certain third party applications or services that integrate with the Hosted Software ("**Third Party Integrations**"). Customer's use of Third Party Integrations is optional and, if Customer uses APIs in the Hosted Software that use is subject to the [API Use Policy](#). To use a Third Party Integration, Customer must either obtain access to it via the third party provider of the integration ("**Integration Partner**") or authorize Verkada to obtain access on Customer's behalf. Customer agrees that: (i) use of any Third Party Integration is subject to the terms of the Integration Partner; (ii) to use a Third Party Integration, Customer may be required to grant Verkada access to its Third Party Integration account and/or to grant the Third Party Integration provider access to Customer's Verkada account; (iii) Customer Data and data from the Integration Partner may be transferred between Verkada and the Integration Partner as required for the interoperation with the Hosted Software; (iv) Verkada does not guarantee the availability of any Third Party Integrations and may cease supporting them without liability to Customer; and (v) Verkada disclaims all liability relating to Third Party Integrations, including with respect to any disclosure of, access to, or processing of Customer Data by Integration Partners.
2. Additionally, Verkada has no obligation to support any third party hardware Customer uses with the Command Connector (defined below), and Verkada does not guarantee that all features and functionality of the Hosted Software will be available in connection with Customer's use of any third party hardware with the Command Connector. "**Command Connector**" means the optional Hardware and associated Software provided by Verkada that enables Customer to add legacy, third party camera hardware to Customer's Command organization in accordance with the applicable Documentation.