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This Data Processing Addendum ("**Addendum**"), including all of its Annexes, supplements and forms part of the End User Agreement ("**Agreement**") by and between Verkada Inc. ("**Verkada**") and the Customer identified therein ("**Customer**") (and together with Verkada, the "**Parties**"). This Addendum is made as of the date of last signature to the Agreement ("**DPA Effective Date**"). All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

Verkada reserves the right to modify or update the terms of this Addendum in its discretion, the effective date of which will be the earlier of (i) 30 days from the date of such update or modification or (ii) the first date after its publication on which Customer uses or accesses the Products.

Customer has purchased a subscription to the Software pursuant to the Agreement that involves the Processing of Personal Data subject to Data Protection Laws. In providing the Software to Customer under the Agreement, Verkada acts as a Processor (or service provider) with respect to Personal Data, while Customer either acts as the Controller or as a processor on behalf of its end-user customers (including their affiliated companies as the ultimate controllers). In the latter case, Verkada acts as a subprocessor, processing Personal Data only on the instruction of Customer in relation to those end-user customers.

This DPA is divided into the following sections: Part I. General Definitions; Part II. General Terms for Processing Personal Data; Part III. European Data Protection Terms; Part IV. U.S. State Data Protection Terms; Part V. Canadian Data Protection Terms; and Part VI. Australian Data Protection Terms.

The Parties agree as follows:

Part I. General Definitions

Unless otherwise defined in the Agreement, all capitalized terms used in this Addendum have the meanings provided below.

"**Controller**" means the entity which solely or jointly with other entities determines the purposes and means of Processing Personal Data, and for the purposes of this Addendum means Customer, including when acting on behalf of its own end user customer(s).

"**Data Breach**" has the meaning given to it and similar terms under applicable Data Protection Laws, and for the purpose of this Addendum, pertains to Personal Data Processed by Verkada on behalf of Customer.

"**Data Protection Laws**" means the laws and regulations applicable to Verkada's processing of Personal Data (as defined below) under the Agreement.

"**Data Subject**" means the identified or identifiable person to whom the Personal Data relates, or as otherwise defined in applicable Data Protection Laws.

"**Data Subject Request**" means any request made by an individual to exercise their rights under applicable Data Protection Laws, including (where relevant) rights to access, correct, delete, restrict, or object to Processing their Personal Data, or to receive a copy of their Personal Data in a portable format.

"**Personal Data**" means all data which is defined as "personal data" or "personal information" under applicable Data Protection Laws, and for the purpose of this Addendum means the personal data included in Customer Data and Processed by Verkada on behalf of Customer as described in Part II, Section 4 (Details of the Processing Activities).

"**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, holding, adaptation or alteration, retrieval, consultation, use, modification, retention, deletion or management, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, or as otherwise defined under the Data Protection Laws and "process", "processes" and "processed" will be construed accordingly.

"**Processor**" means the entity which Processes Personal Data on behalf of the Controller, as defined in Data Protection Laws and for the purposes of this Addendum means Verkada.

"**Service Provider**" means a service provider as defined by applicable Data Protection Laws.

"**Subprocessor**" means any third party (including an affiliate of the Processor) engaged by the Processor to process Personal Data on behalf of the Controller in connection with the Products under the Agreement.

"**Supervisory Authority**" means the applicable government agency responsible for overseeing and enforcing compliance with Data Protection Laws.

Part II. General Terms for Processing Personal Data

The terms in Part II shall apply to all Personal Data processed under the Agreement.

1. **Compliance with Laws**. Each Party shall comply with Data Protection Laws applicable to it under the Agreement. In particular, Customer shall comply with its obligations as Controller (or on behalf of Controller) of Personal Data, and Verkada shall comply with its obligations as Processor of Personal Data.

2. **Data Processing**.

    a. Roles of the Parties. The Parties acknowledge and agree that with regard to Processing Personal Data: (i) the Customer is the Controller, (ii) Verkada is the Processor, and (iii) the Processor may engage Subprocessors pursuant to the requirements set forth in Section 3 (Third-party Vendors) below.

    b. Customer Obligations.

        i. Customer (as Controller or on behalf of the ultimate Controller) undertakes that all instructions for Processing Personal Data under the Agreement or this Addendum, or as otherwise agreed in writing by the Parties, will comply with applicable Data Protection Laws. Customer's instructions to Verkada will not in any way cause Verkada to be in breach of any Data Protection Laws.

        ii. Customer will provide all legally required notices and obtain all legally required consents for Verkada to Process Personal Data and provide the Products pursuant to the Agreement and this Addendum. Customer will inform Verkada without undue delay if any such consents or authority are withdrawn or can no longer be relied upon.

        iii. Customer is responsible for maintaining valid legal bases to enable Verkada to Process Personal Data in the manner and for the purposes contemplated under the Agreement (including this Addendum) where required by applicable Data Protection Laws.

        iv. Customer is responsible for the accuracy and completeness of Personal Data provided to Verkada and limiting it to what is necessary for Verkada to perform its obligations and exercise its rights under the Agreement. Customer is solely responsible for the accuracy, quality, and legality of Personal Data, as well as the methods by which Customer or any relevant third party collects or provides such Personal Data.

v. Verkada may provide end-user interface features within its Products to assist Customer in promoting end user awareness or assist Customer in obtaining consent for collection and processing of Personal Data ("Feature(s)"). Customer is responsible for determining how and whether to use such Features to meet its obligations under applicable Data Protection Laws. Verkada does not warrant that any Feature will, by itself, ensure compliance with legal requirements in any particular jurisdiction. Customer is responsible for complying with its obligations under applicable Data Protection Laws when using any Features.

c. Verkada's Processing of Personal Data.

i. Verkada will Process Personal Data only: (i) in accordance with Customer's instructions as documented in the Agreement and this Addendum, (ii) as otherwise documented in a mutually signed agreement by the Parties, and (iii) as otherwise permitted by applicable Data Protection Laws, and in each case solely for the purpose of providing the Products to Customer in accordance with the Agreement.

ii. Unless prohibited by applicable law, Verkada will notify Customer if, in its opinion, a Customer instruction infringes any Data Protection Law to which it is subject, in which case Verkada will be entitled to suspend performance of such instruction without liability to the Customer until Customer confirms in writing that such instruction is valid under such Data Protection Law. Any additional instructions regarding the manner in which Verkada Processes the Personal Data will require prior written agreement between Verkada and Customer.

iii. Verkada will not be liable for any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of Verkada, to the extent that such act or omission is a result of the Customer's instructions.

iv. Verkada will not disclose Personal Data to any government, except as necessary to comply with applicable law or a valid and binding order of a law enforcement agency (such as a subpoena or court order). If Verkada receives a binding order from a law enforcement agency for Personal Data, Verkada will notify Customer of the request it has received (if legally permissible).

3. **Third-party Vendors.** Customer agrees that Verkada may engage Subprocessors or Service Providers to assist in providing the Products under the Agreement and this Addendum. Verkada will be liable for the acts or omissions of its Subprocessors or Service Providers as if Verkada performed the services itself. Prior to engaging any Subprocessor or Service Provider, Verkada will enter into a written agreement with them that imposes terms, including confidentiality and security obligations, no less protective than those outlined in this Addendum and in accordance with applicable Data Protection Laws. Verkada maintains a current list of its Subprocessors here. Customer may subscribe via Verkada's Data Protection Notification Portal to receive notifications of updates to Verkada's Subprocessor List.

4. **Details of the Processing Activities.** The subject matter, nature, duration, and purposes of the Processing, the types of Personal Data Processed, and categories of Data Subjects under this Addendum are further specified in the Annexes and, on a more general level, in the Agreement.

5. **Technical, Physical, and Organizational Measures**. Verkada will implement appropriate technical, physical, and organizational measures required under applicable Data Protection Laws, for the security of Personal Data it Processes as set out in the Agreement and as further described in **Annex II** to this Addendum.

6. **Data Subjects Requests**. Customer is solely responsible for responding to requests from Data Subjects to exercise their individual rights and Verkada shall have no responsibility to respond to a Data Subject on the Customer's behalf. If Verkada receives a Data Subject Request from Customer's Data Subject, Verkada will refrain from responding to the Data Subject except to acknowledge receipt of the Data Subject Request and inform the individual that the request cannot be

acted upon because the request has been sent to a Processor or Service Provider. Upon Customer's written request, Verkada will provide reasonable assistance to help Customer fulfill a verifiable Data Subject Request. Verkada reserves the right to charge a mutually agreed fee for assistance rendered in connection with a Customer request.

7. **Assistance**. Where required under applicable Data Protection Laws, Verkada will provide reasonable assistance to Customer upon Customer's reasonable request (taking into account the nature of Processing and the information available to Verkada) in relation to Customer's obligations under Data Protection Law with respect to: (a) data protection impact assessments, or similar assessments required under applicable Data Protection Laws; (b) Customer's compliance with its obligations under applicable Data Protection Laws with respect to the security of Processing; and (c) any prior consultations required with a Supervisory Authority.

8. **Audits.** On written request (not more than once annually) Customer may, at its sole cost and expense, verify Verkada's compliance with its data protection obligations as specified in this Addendum by reviewing: (i) a copy of the relevant and most recent third-party audit reports or certifications; and (ii) such additional information in Verkada's possession or control requested or required by a Supervisory Authority to demonstrate compliance with Processing Personal Data under this Addendum. If Customer is required under applicable Data Protection Laws to request any further information to confirm Verkada's compliance with its obligations under this Addendum, then Customer may conduct an audit, at Customer's sole expense, in the form of meetings with Verkada's information security experts upon a mutually agreeable date. Such meetings will be conducted with a minimum of disruption to Verkada's normal business operations and subject always to Verkada's agreement on scope and timing. Such an audit will be performed during normal business hours, in such a manner as not to unreasonably disrupt normal business operations, and in no event will take place over the course of more than two business days. The Customer may perform the verification described above by itself or through a mutually agreed upon third party auditor, so long as Customer or its authorized auditor executes a mutually agreed upon non-disclosure agreement. Customer will be responsible for any actions taken by its authorized auditor. All information disclosed by Verkada under this Section 8 shall be deemed Verkada's Confidential Information. Customer shall not disclose any audit report to any third party, except to a Customer-designated auditor mutually agreed upon with Verkada, or as required by applicable law, court order, or administrative order issued by a governmental authority. Verkada will remediate any mutually agreed, material deficiencies in its technical and organizational measures identified by the audit procedures described in this Section 8 within a mutually agreeable timeframe.

9. **Breach Notification.** If Verkada becomes aware of a Data Breach, then Verkada will notify the Customer without undue delay after becoming aware of such Data Breach and will take commercially reasonable steps to investigate, mitigate, and remediate such Data Breach. Verkada will provide all reasonably required support and cooperation necessary to enable Customer to comply with its legal obligations under applicable Data Protection Laws.

10. **Return or Deletion of Personal Data**. Verkada will delete or return, in Customer's discretion, Personal Data within a reasonable period of time following the termination or expiration of the Agreement following written request from Customer unless otherwise required by applicable Data Protection Laws.

11. **Termination**. This Addendum will automatically terminate upon the termination or expiration of the Agreement. The Parties' confidentiality obligations under this Addendum, Part II, Sections 10 (Return or Deletion of Personal Data), 12 (Governing Law), 13 (Entire Agreement; Conflict), and Part III, Section 4 (Governing Law) of this Addendum shall survive the termination or expiration of this Addendum for so long as necessary to give them effect. This Addendum cannot, in principle, be terminated separately from the Agreement, except where Processing ends before termination of the Agreement, in which case, this Addendum shall automatically terminate.

12. **Governing Law**. This Addendum shall be governed by the governing law and jurisdiction provisions of the Agreement except where an Appendix to this Addendum expressly provides otherwise, or where applicable Data Protection Laws require a different governing law.

13. **Amendment; Conflict**. Except as amended by this Addendum, the Agreement will remain in full force and effect. If there is a conflict between the Agreement and this Addendum as to the subject matter herein, the terms of this Addendum will control.

Part III. European Data Protection Terms

The terms in Part III apply solely to Processing Personal Data subject to the applicable Data Protection Laws set forth below.

1. **Defined Terms.** Where the following terms are used in Part II of the Addendum above (General Terms for Processing Personal Data), the terms will be replaced or extended as follows:

"**Data Protection Law**" means the General Data Protection Regulation (GDPR), the Swiss FADP, the UK Data Protection Act, the UK GDPR, and any applicable national implementing laws in the EEA, Switzerland and the UK applicable to Verkada's Processing of Personal Data under the Agreement.

In addition, the following terms shall apply in **Part III** of this Addendum:

"**Data Privacy Framework"** means, collectively, the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and the Swiss-U.S. Data Privacy Framework, as administered by the U.S. Department of Commerce.

"**GDPR** means the European Union General Data Protection Regulation 2016/679.

"**EEA**" means the European Economic Area.

"**EU**" means the European Union.

"**EU Standard Contractual Clauses** or **EU SCCs** or **Clauses**" means the standard data protection clauses for the transfer of Personal Data to processors established in third countries, as described in Article 46 of the EU GDPR pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses, as approved by the European Commission in the European Commission's Implementing Decision 2021/914/EU of 4 June 2021, as each may be amended, updated, or replaced from time to time.

"**FADP"** means the Swiss Federal Act on Data Protection of 19 June 1992, as revised, updated or replaced from time to time including through the Federal Act of 25 September 2020 on Data Protection (Data Protection Act).

"**UK**" means the United Kingdom.

"**UK Addendum**" means the template international data transfer addendum to the European Commission's standard contractual clauses for international data transfers (VERSION B1.0) issued by the UK's Information Commissioner's Office and laid before Parliament in accordance with S119A (1) UK Data Protection Act 2018, as may be amended, updated or replaced from time to time.

"**UK Data Protection Act**" means the United Kingdom Act of Parliament of 23 May 2018 as updated by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020 laid on 14 October 2020.

"**UK GDPR**" means the UK General Data Protection Regulation.

"**UK Mandatory Clauses**" means the Mandatory Clauses of the UK Addendum, as amended, updated or replaced from time to time.

2. **Transfers of Personal Data**. Verkada will make onward transfers of Personal Data between jurisdictions as a processor in accordance with applicable Data Protection Laws, including as provided in this Section 2.

a. Transfers of Personal Data Outside the EEA, Switzerland and the UK.

i. Onward Transfers to countries that offer an adequate level of data protection. Personal Data may be transferred to or accessed by Verkada and Subprocessors in jurisdictions outside of the EEA, Switzerland

and UK jurisdictions where such jurisdictions are deemed to provide an adequate level of data protection under applicable Data Protection Laws.

ii. Direct Transfers to other third countries. Personal Data may be transferred to or accessed by Verkada and Subprocessors in jurisdictions outside of the EEA, Switzerland and UK where such jurisdictions are not deemed to provide an adequate level of data protection under applicable Data Protection Law where such transfer is made subject to appropriate safeguards as approved under applicable Data Protection Laws.

b. Transfers of Personal Data Outside the EEA. If the Processing of Personal Data involves transfers from EEA Member States to a country outside the EEA that has not been deemed adequate under applicable Data Protection Laws, the Parties agree that the following transfer mechanisms shall apply in the order of precedence set out below: (1) where the recipient of the Personal Data is certified under the EU-U.S. Data Privacy Framework, such certification will serve as the lawful transfer mechanism for the relevant transfers, (2) where the recipient is not certified under the Data Privacy Framework, the Parties' EU Standard Contractual Clauses, as incorporated into this Addendum, will apply (3) for transfers subject to UK Data Protection Act, the UK Addendum to the EU Standard Contractual Clauses shall apply, and (4) and if none of the above mechanisms is applicable, the Parties will rely on any other lawful data transfer mechanism permitted under applicable Data Protection Laws.

With regards to clauses 7 to 18 of the EU SCCs, the different modules and options will apply as follows:

i. Module Two shall apply where the Customer acts as a controller and "data exporter" and Verkada acts as a processor and "data importer" with regard to the provision of Products under the Agreement. Each party agrees to comply with its respective obligations of exporter and importer and the parties' signature to the Agreement shall be construed as the Parties signature to the EU SCCs.

ii. Module Three shall apply where the Customer acts as a processor and "data exporter" and Verkada acts as a processor and "data importer" with regard to the provision of Products under the Agreement. Each party agrees to comply with its respective obligations of exporter and importer and the parties' signature to the Agreement shall be construed as the Parties signature to the EU SCCs.

iii. Clause 7 (Docking clause): The Parties agree to include the optional Clause 7 to the EU SCCs, and it is hereby incorporated into this Addendum.

iv. Clause 8.1: This Addendum and the Agreement will be deemed to be Customer's final documented instructions as of the DPA Effective Date. Any further instructions shall be consistent with this Addendum and the Agreement.

v. Clause 8.5: Verkada's obligations in respect of erasure are supplemented by Section 10 of the Addendum (Return or Deletion of Personal Data).

vi. Clause 8.9(c): Customer's rights under Clause 8.9(c) may be exercised as set out in Part II, Section 8 of this Addendum (Audits).

vii. Clause 9(a): Option 2 will apply (general written authorization of Subprocessors). Customer's rights under Clause 9(a) may be exercised as set out in Part II, Section 3 of the Addendum (Third Party Vendors).

viii. Clause 11(a): The Option within Clause 11(a) of the EU SCCs, providing for the optional use of an independent dispute resolution body, is not selected.

ix. Clause 13 (a): The supervisory authority is as indicated at Annex 1.C.

x. Clauses 17 and 18(b): The Options and information required for Clauses 17 and 18 of the EU SCCs, covering governing law and jurisdiction, are outlined in Part III, Section 4 of this Addendum (Governing Law).

c. Transfers of Personal Data Outside Switzerland. If Verkada's processing of Personal Data includes transfers from Switzerland to a country outside Switzerland which has not been deemed adequate under the FADP, such transfers will occur in compliance with a valid transfer mechanism under the FADP, and in the following order of precedence: **(1)** where the recipient of the Personal Data is certified under the Swiss-U.S. Data Privacy Framework, such certification will serve as the lawful transfer mechanism for the relevant transfers; **(2)** where the recipient is not certified under the Data Privacy Framework, the EU SCCs, as incorporated into this Addendum, will apply to transfers subject to the FADP (as modified below); and **(3)** if neither of the above mechanisms is applicable, the Parties will rely on any other lawful data transfer mechanism permitted under the FADP. The terms below will have the following substituted meanings for the purposes of the EU SCCs:

i. "**GDPR**" means the FADP.

ii. "**European Union**", "**Union**" or "**Member States**" means Switzerland, provided that the term "member state" shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence, provided it is in Switzerland in accordance with Clause 18(b).

iii. "**Supervisory Authority**" means the Swiss Federal Data Protection and Information Commissioner ("FDPIC") and will be the competent supervisory authority.

d. Transfers of Personal Data Outside the UK. If Verkada's processing of Personal Data includes transfers from the UK to a country outside the UK which has not been deemed adequate under the UK GDPR, such transfers will occur in compliance with a valid transfer mechanism under the UK GDPR and in the following order of precedence: **(1)** where the recipient of the Personal Data is certified under the EU-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework, such certification will serve as the lawful transfer mechanism for the relevant transfers; **(2)** where the recipient is not certified under the Data Privacy Framework, the EU Standard Contractual Clauses, as incorporated into this Addendum, will apply to transfers subject to the UK GDPR, together with the UK Addendum to the EU Standard Contractual Clauses. The UK Addendum is incorporated by reference into this Addendum, and its tables are completed as set forth in **Annex IV**; and **(3)** if neither of the above mechanisms is applicable, the Parties will rely on any other lawful data transfer mechanism permitted under the UK GDPR.

e. Annexes. This Addendum and its Annexes, together with the Agreement, including as relevant applicable EU SCC Clauses, serve as a binding contract that sets out the subject matter, duration, nature, and purpose of the Processing, the type of Personal Data and categories of data subjects as well as the obligations and rights of the Controller. Verkada may execute relevant contractual addenda, including as relevant the EU SCCs (Module 3) with any relevant Subprocessor (as hereinafter defined, including Affiliates). Unless Verkada notifies Customer to the contrary, if the European Commission subsequently amends the EU SCCs at a later date, such amended terms will supersede and replace any EU SCCs executed between the Parties.

f. Revisions. Verkada may (i) replace the EU SCCs, the Swiss section 2(c) of this Part III and/or the UK Addendum generally or in respect of the EEA, Switzerland and/or the UK (as appropriate) with any alternative or replacement transfer mechanism in compliance with applicable Data Protection Laws, including any further or alternative standard contractual clauses formally approved from time to time and (ii) make reasonably necessary changes to this Addendum by notifying Customer of the new transfer mechanism or content of the new standard contractual clauses (provided their content is in compliance with the relevant decision or approval), as applicable. To receive notification from Verkada of changes to transfer mechanisms, Customer may subscribe to the Verkada Data Protection Notification Portal.

3. **Subprocessor List; Right to Object to New Subprocessors**. Verkada maintains an updated list of its Subprocessors here. Verkada may amend the Subprocessor list by adding or replacing Subprocessors at any time. Customer will be entitled to object to a new Subprocessor within ten (10) business days of a Subprocessor Notification by notifying Verkada in writing of the reasons for its objection. Verkada will work in good faith to address Customer's objections. If Verkada is unable to adequately address

Customer's objections to Customer's reasonable satisfaction, then Customer may terminate this Addendum and the Agreement on written notice to Verkada within thirty (30) days thereafter.

4. **Governing Law.** For purposes of Clauses 17 and 18 of the EU SCCs, where applicable, to the extent that the governing law and jurisdiction provisions in the Agreement do not meet the requirements of the EU SCCs, the Parties select Option 2 of Clause 17, and agree that the EU SCCs shall be governed by the law of the EU Member State in which the data exporter is established; where such law does not allow for third-party beneficiary rights, the EU SCCs shall be governed by the laws of the Netherlands. Pursuant to Clause 18 of the EU SCCs, any dispute between the Parties arising from the EU SCCs shall be resolved by the courts of Amsterdam, the Netherlands, and the Parties submit themselves to such jurisdiction. For the purposes of Clause 13 of the EU SCCs, the Supervisory Authority shall be the data exporter's applicable Supervisory Authority. Data exporter shall notify data importer of the applicable Supervisory Authority by email at legal-notice@verkada.com and shall provide any necessary updates without undue delay.

5. Conflict. If there is a conflict between this Addendum and the EU SCCs or the UK Addendum (as defined in Part III below), the EU SCCs or the UK Addendum (as applicable) will prevail.

Part IV. U.S. State Data Protection Terms

The terms in Part IV apply solely to Processing of Personal Information subject to U.S. privacy laws.

1. **Defined Terms.** Where the following terms are used in Part II of the Addendum above (General Terms for Processing Personal Data), the terms will be replaced or extended as follows:

"**Data Protection Laws**" means the California Consumer Privacy Act of 2018 ("CCPA"), including as amended by the California Privacy Rights Acts, and any other U.S. privacy laws applicable to Verkada's Processing of Personal Data collected from U.S. residents under the Agreement.

In addition, the following terms shall apply in **Part IV** of this Addendum:

"**Business**", "**Business Purpose**", "**Service Provider**", "**Processor**", "**Sale**", "**Sell**", "**Share**", and "**Sharing**" are as defined under applicable Data Protection Laws or as otherwise provided in the Agreement or agreed in writing, as applicable.

2. **Parties' Roles and Processing Details.** The Parties agree that Customer is a Business and Verkada is a Service Provider or Processor under the Agreement. Verkada shall process Personal Information as set forth in Part II, Section 2 (c)(i) of the CCPA (collectively, the "**Business Purposes**").

3. **Personal Information Processing Limitations.** Except as authorized by the applicable Data Protection Laws, Verkada shall: (a) not Sell or Share Personal Information; (b) not retain, use, or disclose Personal Information outside of the direct business relationship between Customer and Verkada that would render it a "Third Party" under applicable Data Protection Laws; (c) not retain, use, or disclose Personal Information for any commercial purpose other than the Business Purposes; (d) not attempt to re-identify any anonymized, aggregated, or de-identified Personal Information without Customer's express written permission; and (e) comply with any applicable restrictions under applicable Data Protection Laws on combining Personal Information with personal information that Verkada receives from, or on behalf of, another person or persons, or that Verkada collects from any interaction between it and any individual.

Part V. Canadian Data Protection Terms

The below terms in Part V apply solely to Processing of Personal Information subject to Canadian privacy law, including federal, private, public sector, and similar provincial privacy laws (as applicable).

1. **Defined Terms.** Where the following terms are used in Part II of the Addendum above (General Terms for Processing Personal Data), the terms will be replaced or extended as follows:

"**Data Protection Laws**" means Canadian federal and provincial privacy laws applicable to the Processing of Personal Information, which may include, as applicable, Canada's *Personal Information Protection and Electronic Documents Act* and substantially similar private sector provincial privacy laws, and the *Privacy Act* and similar public sector provincial privacy laws.

2. **Cross-Border Transfers of Personal Information**

    a. Verkada may Process or transfer Personal Information outside Canada: (i) solely for purpose of providing the Products to Customer in accordance with the terms of the Agreement and consistent with applicable Data Protection Laws; (ii) only with appropriate contractual safeguards in place consistent with applicable Data Protection Laws; and (iii) Verkada remains accountable, in accordance with applicable Data Protection Laws, for Personal Information transferred for processing, including while such Personal Information is in the custody or control of Verkada or its Subprocessors, regardless of where it is processed. Verkada will make information regarding its transfers of Personal Information outside Canada available via its Subprocessor List published on its website.

    b. Verkada shall provide Customer with information about its cross-border practices upon written request, such as (i) the jurisdictions to which Personal Information is transferred; (ii) the nature of safeguards; and (iii) access and redress mechanisms available to individuals.

Part VI. Australian Data Protection Terms

The terms in Part VI apply solely to Processing of Personal Data subject to the Privacy Act (as defined below).

1. **Defined Terms.** Where the following terms are used in Part II of the Addendum above (General Terms for Processing Personal Data), the terms will be replaced or extended as follows:

"**Data Protection Laws**" means the Australian Privacy Act 1988 (Cth) (the "**Privacy Act**") including the Australian Privacy Principles set out on Schedule 1 of the Privacy Act ("**APPs**"), as amended or replaced from time to time, and any accompanying regulations issued by a Supervisory Authority.

2. **Cross Border Data Transfers.** Verkada may transfer Personal Information outside Australia to provide the Products in accordance with this Addendum provided that (1) any such transfer shall comply with APP 8 of the Privacy Act and applicable laws and (2) Verkada takes reasonable steps to ensure that any overseas recipient of Personal Information provides a standard of protection equivalent to the APPs. Verkada will make information regarding its transfers of Personal Information outside Australia available via its Subprocessor List published on its website. Verkada will take reasonable steps to ensure that any Personal Information transferred to an overseas recipient is subject to legally binding obligations that are no less protective than those in this Addendum. Verkada shall remain responsible for compliance with all applicable privacy obligations in respect of such transfers.

ANNEX I

A. **LIST OF PARTIES**

Data exporter(s):

Name: The Customer named in the Agreement

Address: The address of the Customer's corporate headquarters

Contact person's name, position and contact details: The primary administrative contact listed in the Products.

Activities relevant to the data transferred under these Clauses: Purchase of subscription and use of Software under the Agreement

Role (controller/processor): Controller or Processor, as applicable

Data importer(s):

Name: Verkada Inc.

Address: 406 E. 3rd Ave, San Mateo, CA 94401, USA

Contact details: Elizabeth Davies, CPO, policy@verkada.com

Activities relevant to the data transferred under these Clauses: Processing of personal data to provide Products as set forth in the Agreement

Role (controller/processor): Processor

B. **DESCRIPTION OF TRANSFER**

Categories of data subjects whose personal data is transferred: Individuals who may appear in the video footage captured by Data Exporter's security cameras and individuals authorized by Data Exporter to use the Software on behalf of Data Exporter or individuals whose Personal Data the Data Exporter chooses to provide.

Categories of personal data transferred:

- Audio and video data to provide the Products;
- Contact information, including names, emails and phone number(s);
- Inferred geolocation information (such Personal Data may be considered sensitive under certain Data Protection Laws); and
- Personal Data that the Controller chooses to provide at its own direction

Data Importer does not process sensitive data except at the direction of or as permitted by Data Exporter.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Continuous basis during the term of the Agreement which is also the duration of the processing

Nature of the processing: As specified under the Agreement (i.e., processing of Personal Data as necessary to maintain and provide the Products to Customer under the Agreement).

Subject matter of the processing: Provision of Products by the data importer to the data exporter.

Purpose(s) of the data transfer and further processing: For the provision of the specific business purpose and Products under the Agreement

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: During the term of the Agreement and as provided therein.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: During the term of the Agreement for the purpose of maintaining and providing the Products to Customer under the Agreement.

C. **COMPETENT SUPERVISORY AUTHORITY**

The competent supervisory authority applicable to Data Exporter is in accordance with Part III, Section 4 of the Addendum.

ANNEX II

TECHNICAL, PHYSICAL AND ORGANISATIONAL MEASURES

Data Importer (also referred to as Verkada below) has taken and will maintain appropriate administrative, technical, physical and procedural security measures, for the protection of the Personal Data, with such measures located here: https://www.verkada.com/trust/security-controls/.

ANNEX III

LIST OF SUB-PROCESSORS

Data Importer's list of sub-processors is available at https://www.verkada.com/privacy/subprocessors/.

ANNEX IV

UK ADDENDUM TO EU STANDARD CONTRACTUAL CLAUSES

PART 1: TABLES

Table 1: Parties

Start date	DPA Effective Date	
The Parties	**Exporter (who sends the Restricted Transfer)** **As listed in Annex I**	**Importer (who receives the Restricted Transfer)** **As listed in Annex I**
Parties' Details	**As listed in Annex I**	**As listed in Annex I**
Key Contacts	**As listed in Annex I**	**As listed in Annex I**
Signatures	**See signatories to the Agreement**	**See signatories to the Agreement**

Table 2: Selected SCCs, Modules and Selected Clauses

"Addendum EU SCCs"	The version of the approved EU SCCs (Module Two, Controller to Processor and Module Three, Processor to Processor) agreed to in the Addendum to which this UK Addendum is appended to, including the Appendix Information. Modules Two and Three apply in accordance with Part III, Section 2 (d)

	And the same module option selection as set out at Part III, Section 2 (b) (i) – (x) shall apply

Table 3: Appendix Information

"Appendix Information" means the information which shall be provided for the selected modules as set out in the Appendix of the Approved SCCs (other than the Parties), and which for this UK Addendum is set out in:

Annex 1A: List of Parties: See Annex I
Annex 1B: Description of Transfer: Annex I
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: Annex II
Annex III: List of Sub processors: Annex III

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum: ☐ Importer ☐ Exporter X neither Party

PART 2: UK MANDATORY CLAUSES

"UK Mandatory Clauses"	Part 2: UK Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the UK Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those UK Mandatory Clauses.