

These Purchase Order Terms & Conditions ("**Terms & Conditions**") are incorporated into and made a part of the purchase order ("**PO**") between the parties. As used herein, "**Verkada**" means Verkada Inc. and "**Vendor**" means the vendor (including its Affiliates) as identified in the PO. Vendor and Verkada hereby agree as follows:

## 1. DEFINITIONS.

- a. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party during the term.
- b. "**Change Order**" means a written order specifying adjustments to the scope, quantity, specifications, or other modifications to the PO.
- c. "**Force Majeure Event**" means any circumstance beyond a party's reasonable control which makes such party's obligations commercially impractical to perform, such as, but not limited to, epidemic/pandemic, fire, flood, earthquake, hurricane, or similar natural disasters, war, terrorism, riots, rebellions, or revolutions.
- d. "**Goods**" means any goods, work product, or deliverables included within the PO.
- e. "**Intellectual Property Rights**" means all registered or unregistered intellectual property rights throughout the world, including rights in patents, copyrights, trademarks, trade secrets, designs, databases, domain names, and moral rights.
- f. "**Order**" means the Goods, Services, or any combination of both as described in the PO.
- g. "**Required Insurance Policies**" means the policies stated in Sections 10(a)(i-v) (Insurance), as applicable to Vendor.
- h. "**Separate Agreement**" means a separate written agreement mutually executed between the parties which governs performance or supply of the Order.
- i. "**Services**" means any services performed to fulfill the PO.
- j. "**Work Product**" means any tangible or intangible derivatives, improvements, and modifications resulting from Vendor's activities under or in anticipation of the Order.

- 2. ORDER OF PRECEDENCE.** Other than a Separate Agreement (if applicable), Verkada objects to any additional or different terms in any Vendor documents, including quotations, acknowledgments, or online terms. Such Vendor terms will be considered material alterations to these Terms & Conditions and do not apply. If there is any conflict, inconsistency, or ambiguity between the various documents related to or arising from the PO, the conflict shall be resolved by giving precedence to the documents in the following descending order:
- a. If applicable, the Separate Agreement;
  - b. These Terms & Conditions; and then
  - c. The PO.
- 3. DELIVERY & COMPLETION.** Vendor agrees to provide the Order in accordance with the PO and these Terms & Conditions. Vendor shall deliver or complete the Order on or before the schedule/ dates identified in the PO, or as agreed to by the parties in writing. Time is of the essence in Vendor's delivery and completion of the Order. Unless otherwise specified in the PO, Vendor will deliver the Goods DDP (Incoterms 2020) to the specified delivery destination. Title and risk of loss will transfer from Vendor to Verkada at the delivery destination.
- 4. INSPECTION & ACCEPTANCE.** Verkada shall have thirty (30) days (unless otherwise specified in the PO) after receipt or completion of the entire Order to run adequacy tests and inspect the Order (the "**Inspection Period**"). If the Order does not wholly conform to the provisions of the PO or these Terms & Conditions, Verkada may reject the Order, or any portion thereof, and not pay for it. If Verkada requests during the Inspection Period, Vendor will correct and redeliver any non-compliant portion of the Order at no cost to Verkada, under previously agreed deadlines and subject to further Verkada Inspection Periods. If Verkada does not (a) reject; or (b) request re-delivery or re-performance of the Order within the Inspection Period, then Verkada accepts the Order ("**Verkada's Acceptance**").
- 5. CHANGE ORDERS.** At any time before Verkada's Acceptance, Verkada may submit a Change Order. However, if the Change Order results in a material increase or decrease in the cost of, or the time required for, performance of any part of the PO,

the parties shall mutually agree to an equitable adjustment to the purchase price, delivery schedule, or both. After reaching agreement as to any necessary equitable adjustments, Vendor shall promptly comply and proceed with the performance of the Change Order.

- 6. INVOICES.** Before Vendor submits its first invoice, Vendor must create an account on Verkada's Zip Vendor Portal using the unique sign-up link provided by Verkada. Vendor may only invoice Verkada in accordance with the fees specified in the PO. Vendor must submit itemized invoices to AP@Verkada.com. Unless otherwise specified in the PO, Vendor will invoice Verkada monthly in arrears for the portions of the Order that received Verkada's Acceptance. Verkada is not required to pay any invoice submitted to Verkada more than ninety (90) days after delivery or completion of the Order.
- 7. PAYMENT.** As full consideration for the Order, Verkada shall pay Vendor the amount specified in the PO and any required sales tax on such purchase pursuant to Vendor's invoice. Verkada's payment shall be due within sixty (60) days after receipt of an undisputed invoice.
- 8. TAXES.** Vendor will pay all bank charges, or transfer or miscellaneous taxes, duties, levies and other costs and commissions associated with nonstandard methods of invoicing and payment. Vendor is solely responsible for paying all required taxes, (including, but not limited to, property, or excise taxes with respect to the provision of Goods) except for any sales tax or income tax assessed upon Verkada. Where Verkada is required by law to pay withholding tax, Verkada will make payment to Vendor less such withholding tax and account to the relevant tax authority.
- 9. WARRANTIES.**

  - a. Goods.** Vendor warrants and covenants that all Goods shall:

    - i. be new and will not be used or refurbished;
    - ii. be free from defects in materials and workmanship; and
    - iii. conform to all applicable specifications for a period of three (3) years from the date of delivery to Verkada.

- b. Services.** Vendor warrants and covenants that all Services shall:
- i. be performed in a professional, workmanlike manner, with at least the degree of skill and care ordinarily exercised by proficient and experienced vendors of similar services in the same industry;
  - ii. be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in the PO; and
  - iii. not conflict with, or be prohibited in any way by, any other agreement or law to which Vendor is bound.
- c. Code of Conduct** Upon Verkada's request, Vendor will provide evidence of required insurance coverage to Verkada. Verkada's failure to request, review, or object to the terms of Vendor's certificates of insurance shall not waive any of Vendor obligations, waive any of Verkada's rights, or limit or diminish Vendor's liability under these Terms & Conditions. Vendor will notify Verkada before any termination, expiration or change in coverage provided thereunder. Vendor represents and warrants that, as of the date of each PO, it is in compliance with the Vendor Code of Conduct available at <https://legal.verkada.com/vendors.html#code-of-conduct> and covenants that it will remain in compliance with the then-current version of such Vendor Code of Conduct throughout the term of its performance of the Order.

## 10. INSURANCE.

- a. Policies.** During the term and at Vendor's expense, Vendor shall maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of, or relate to, its obligations under the PO, which shall include maintaining in full force and effect the following insurance coverage, with insurance carriers rated A- or better by A.M. Best Company:
- i. Commercial General Liability. Commercial general liability insurance, including contractual liability coverage, on an occurrence basis for bodily injury, death, "broad form" property damage, products and completed operations, and personal and advertising injury, with coverage limits of not less than US\$1,000,000 per occurrence.

- ii. Workers' Compensation. Workers' compensation insurance as required by law in the state where the Order will be provided, including employer's liability coverage for injury, disease and death, with coverage limits of not less than US\$1,000,000 per accident and employee.
  - iii. Umbrella (Excess) Liability. Umbrella liability insurance on an occurrence form, with coverage limits of not less than US\$1,000,000 per occurrence.
  - iv. Auto Liability. If Vendor's provision of the Order includes personnel driving, then Vendor will additionally maintain auto liability insurance coverage for all owned, non-owned and hired vehicles with coverage limits of not less than US\$1,000,000 per occurrence for bodily injury and property damage.
  - v. Professional Liability. If Vendor's provision of the Order includes consultative, design, or development services, then Vendor will additionally maintain professional liability insurance, with coverage limits of not less than US\$1,000,000 per claim.
- b. Coverage Requirements.** Vendor may use any combination of the Required Insurance Policies to meet the total limit requirements of Section 10(a) (Policies). Vendor's policies shall be considered primary without right of contribution from Verkada's insurance policies. The Required Insurance Policies will not limit Vendor's obligations or liability under these Terms & Conditions (including indemnities). Other than under worker's compensation and professional liability, Vendor shall name Verkada and its Affiliates and their officers, directors, shareholders, employees, agents, and assignees as additional insureds in each of the Required Insurance Policies. Other than under worker's compensation, Vendor shall include a severability of interests and waiver of subrogation clause in favor of Verkada in each of the Required Insurance Policies.
- c. Certificates of Insurance.** Upon Verkada's request, Vendor will provide evidence of required insurance coverage to Verkada. Verkada's failure to request, review, or object to the terms of Vendor's certificates of insurance shall not waive any of Vendor obligations, waive any of Verkada's rights, or limit or diminish Vendor's liability under these Terms & Conditions. Vendor will notify Verkada before any termination, expiration or change in coverage provided thereunder.

## 11. INTELLECTUAL PROPERTY.

- a. **Ownership.** Verkada owns all right, title, and interest in the Goods and in any technology, items, and information resulting from Vendor's activities under or in anticipation of the PO, including any Work Product. Vendor hereby transfers, conveys, and assigns to Verkada all of its right, title, interest, and Intellectual Property Rights in the Goods and the Work Product. Vendor will procure the assignment to Verkada of all rights in the Work Product or Goods not owned by Vendor. If applicable law prevents future assignments, Vendor will assign (or will procure the assignment of) such rights as they are created. Vendor shall execute such documents and take such other actions as Verkada may reasonably request, at Verkada's expense, to apply for, register, perfect, and protect Verkada's rights in the Goods and Work Product.
- b. **Vendor IP.** Property that Vendor develops outside the scope of the PO remains Vendor's property. However, Vendor hereby grants to Verkada a perpetual, irrevocable, fully paid up, royalty-free, non-exclusive, worldwide right and license to use, exploit, and exercise all such property and any Intellectual Property Rights in such property in connection with Verkada's use of the Work Product and Goods.

**12. INDEMNITY.** Vendor shall indemnify, hold harmless, and at Verkada's request, defend Verkada (including its Affiliates) and their respective officers, directors, agents and employees, against all third party claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs arising out of any third party claim based on: (a) the negligence or willful misconduct of Vendor; (b) a violation of applicable law; (c) allegations that the Order, the results of such Order, or any other products or processes provided under the PO, infringe an Intellectual Property Right of a third party; or (d) Vendor's breach of Section 9 (Warranties). Vendor shall not settle any such suit or claim which decreases Verkada's rights or harms its interests without Verkada's prior written approval.

**13. CONFIDENTIALITY.** The parties agree to be bound by Verkada's Mutual Nondisclosure Agreement, incorporated by reference herein and accessible at

**14. TERM.** Unless otherwise specified in the PO, these Terms & Conditions will become effective upon Vendor's acceptance of the PO, which shall occur upon the earlier of either: (a) Vendor's acknowledgment of the PO; or (b) Vendor's commencement to perform or supply the Order ("**Vendor's Acceptance**"). Unless earlier terminated, these Terms & Conditions shall continue in effect until Verkada's Acceptance of the entire Order. This writing does not constitute a firm offer within the meaning of Section 2205 of the California Commercial Code, and may be revoked at any time before Vendor's Acceptance.

**15. CANCELLATION & TERMINATION.**

- a. PO Cancellation.** Verkada reserves the right to reschedule any delivery or cancel the PO at any time before shipment of the Goods and/or commencement of Services. Verkada shall not be subject to any charges or other fees as a result of such cancellation.
- b. Vendor Delay.** Vendor shall promptly notify Verkada in writing of anything that is likely to cause a delay in the delivery or completion of the Order. If Vendor is unlikely to deliver or complete the Order within the time specified, if any, Verkada may, at its option, (i) decline to accept the Order, cancel the PO, and terminate these Terms & Conditions; or (ii) demand its allocable fair share of Vendor's available Order, then terminate the balance of the PO.
- c. Termination by Verkada.** Verkada may terminate the PO and these Terms & Conditions immediately upon written notice to Vendor if Vendor: (i) breaches these Terms & Conditions, (ii) files a petition in bankruptcy, (iii) becomes insolvent, or (iv) dissolves. Verkada may terminate the PO and these Terms & Conditions for its convenience on fifteen (15) days' written notice to Vendor.
- d. Effect of Termination.** Unless otherwise specified in the termination notice, termination shall be effective upon receipt and Vendor must immediately stop all work related to performance of the PO. Verkada shall pay for any portion of the Order that received Verkada's Acceptance before the date of termination.



**16. CONSEQUENTIAL DAMAGES DISCLAIMER.** IN NO EVENT SHALL VERKADA (INCLUDING VERKADA'S AFFILIATES) BE LIABLE TO SELLER, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE PO OR THESE TERMS AND CONDITIONS.

**17. FORCE MAJEURE.** A party affected by a Force Majeure Event (the "**Affected Party**") is excused from its obligations under the PO or these Terms & Conditions. However, events affecting Vendor's other customers or business apart from the PO do not excuse Vendor's failure to timely perform its obligations. The Affected Party must provide prompt notice to the other party after occurrence of a Force Majeure Event and shall use commercially reasonable efforts to resume performance without delay. If Vendor is unable to perform its obligations for more than forty-eight (48) hours due to a Force Majeure Event, Verkada may, upon written notice to Vendor: (a) cease payments until Vendor recommences its performance; or (b) immediately cancel the PO and terminate these Terms & Conditions and pay only those undisputed amounts then due and payable.

**18. MISCELLANEOUS.**

- a. Independent Contractors.** Vendor will not be an employee of Verkada but, rather, will have the status of an independent contractor. Nothing herein will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Vendor will be responsible for the payment of any and all federal, state and local taxes of any kind incurred by Vendor resulting from the Services performed hereunder, including income and FICA tax. Vendor will have no power to contractually bind or incur any debt or liability on behalf of Verkada for any obligations or contracts of any kind or nature without the prior written consent of Verkada. Vendor is solely responsible for ensuring that all required tax withholdings are made.
- b. No Assignments.** Vendor may not assign the PO or these Terms & Conditions, or any of its rights or obligations under the PO or these Terms & Conditions, without the prior written consent of Verkada. Any such assignment or transfer



without such written consent shall be null and void. Verkada may assign the PO and these Terms & Conditions to any Affiliate without prior notice or consent. The PO and these Terms & Conditions shall inure to the benefit of, and be binding upon, the successors and assigns of Verkada without restriction.

- c. Subcontracting.** Vendor may not delegate or subcontract any of its obligations under these Terms & Conditions or the PO without Verkada's written consent. Vendor will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.
- d. Right to Offset Payment.** In addition to other rights and remedies Verkada may have, Verkada may offset any payment obligations to Vendor against any fees owed to Verkada and not yet paid by Vendor under these Terms & Conditions or any other agreement between Vendor and Verkada. If Verkada overpaid Vendor in prior invoices, then Verkada may either: (i) withhold and offset against its payment obligations under these Terms & Conditions; or (ii) require Vendor to pay to Verkada within thirty (30) days' receipt of Verkada's invoice.
- e. No Waiver.** Any failure of a party to enforce any provision of these Terms & Conditions shall not be deemed a waiver of that or any other provision of these Terms & Conditions.
- f. Amendments.** Verkada reserves the right to modify or update these Terms & Conditions in its discretion, the effective date of which will be the earlier of: (i) thirty (30) days from the date of such update or modification; or (ii) Vendor's continued supply or performance of the Order. Vendor agrees to regularly review these Terms & Conditions for any updates.
- g. Survival.** Sections 6 (Invoices), 7 (Payment), 8 (Taxes), 9 (Warranties), 12 (Indemnity), 13 (Confidentiality), 15(d) (Effect of Termination), 16 (Consequential Damages Disclaimer), and 18 (Miscellaneous) will survive termination or expiration of these Terms & Conditions.
- h. Dispute Resolution & Arbitration.** All claims, disputes, or controversies arising out of or relating to these Terms & Conditions are governed by the laws of California without reference to conflict of law rules. If any disputes arise, the parties will first attempt to resolve the dispute informally via good faith negotiation. If the dispute has not been resolved after thirty (30) days, the

parties will resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) by binding arbitration before a single arbitrator administered by JAMS, its successors and assigns, in San Mateo County, California, unless otherwise agreed by the parties in writing, and pursuant to its arbitration rules. Each party shall be solely responsible for its own legal fees, costs, and disbursements incurred in connection with arbitration, and the arbitrator shall have no authority to award such fees or costs to the prevailing party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section 18(h) (Dispute Resolution & Arbitration) shall be deemed to prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, Intellectual Property Rights, or other proprietary rights.

- i. **No Exclusivity.** Vendor has no exclusive right to provide goods and services to Verkada similar to the Goods and Services.
- j. **No Publicity.** Vendor shall not publicize its relationship with Verkada without Verkada's prior written consent.
- k. **Federal Contractors.** If Vendor is a U.S. federal contractor or covered subcontractor, Vendor shall comply with 41 CFR 60-300.5(a) and 60-741.5(a); 29 CFR part 471, Appendix A to Subpart A; FAR 52.219-8; and FAR 52.219-9 as applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to disability or veteran status.
- l. **Severability.** If any part of these Terms & Conditions is invalid, illegal, or unenforceable, the rest of these Terms & Conditions will remain in effect.
- m. **Entire Agreement.** Except for a Separate Agreement, these Terms & Conditions state all the terms agreed between the parties and supersede all prior and contemporaneous oral or written communications between the parties relating to the PO and Order.

