

Submit

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Verkada Inc. (“**Verkada**”) develops and sells certain software, hardware, and modifications and derivative works thereof subject to heightened export control restrictions, including licensing and reporting requirements under the U.S. Export Administration Regulations (collectively, “**Heightened Export Controlled Products**”). End-User (as identified in Section 1 below) desires to purchase Heightened Export Controlled Products from a Verkada authorized third-party reseller. To ensure mutual compliance with such restrictions and requirements and as a condition of sale, End-User submits this End-Use Statement (“**Statement**”) confirming the intended ultimate destination and end-use of Heightened Export Controlled Products.

1. Order and Product Details.

End-User	
End-User Place of Incorporation	
Installation Address(es)	
Purchaser	
Website	
Business Reg No.	
Product & ECCN	
End-Use Description	
Partner Reseller	

2. Compliance. End-User represents and warrants the following:

- a. Internal Controls. End-User acknowledges that Heightened Export Controlled Products are controlled and require a license under the U.S. Export Administration Regulations for Regional Stability reasons to all

countries except Australia, Canada and the United Kingdom, unless an EAR License Exception applies. End-User shall develop internal controls to ensure compliance with such controls, including reporting requirements.

- b. Authorized Destination. End-User shall not, directly or indirectly, sell, export, reexport, transfer, or release any Heightened Export Controlled Products, software, or technical data to Crimea, Cuba, Iran, North Korea, Syria, the Donetsk People's Republic, the Luhansk People's Republic, Belarus or Russia ("**Restricted Territories**") without authorization from the U.S. Government and without first notifying Verkada.
- c. Restricted Parties. Neither End-User, nor its affiliates, directors or key personnel are (1) a person located or residing in or organized under the laws of Restricted Territories; or (2) a person who is: (i) listed on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") List of Specially Designated Nationals, other OFAC lists, the U.S. Department of Commerce Denied Parties List, Entity List, Military End-User List, or Unverified List (see: <https://www.trade.gov/data-visualization/csl-search>), or equivalent lists; (ii) any entity that is 50% or more owned or otherwise controlled by any of the foregoing; or (iii) the government of, or any person owned or controlled by or acting on behalf of the government of the following countries: Cuba, Iran, North Korea or Venezuela.
- d. Export License Requirements. End-User acknowledges that the export, reexport, or in-country transfer of Heightened Export Controlled Products may be subject to licensing requirements under the U.S. Export Administration Regulations or other applicable export control laws. End-User agrees to obtain any required export licenses, permits, or other governmental authorizations prior to any such transfer, and to strictly comply with the terms and conditions of any such license or authorization.
- e. End-Uses. End-User shall ensure that all procured Heightened Export Controlled Products are used exclusively for legitimate civil and commercial enterprise applications. Heightened Export Controlled Products shall not be

used, directly or indirectly, in connection with military, military-intelligence, or surveillance end-uses by restricted entities, nor in the design, development, production, stockpiling, or maintenance of nuclear, chemical, or biological weapons, missile technology, or unmanned aerial systems, or for incorporation into such items.

f. License Exception STA Compliance. To the extent Heightened Export Controlled Products are exported, reexported or transferred under License Exception Strategic Trade Authorization ("**License Exception STA**") under § 740.20 of the United States Export Administration Regulations (15 C.F.R. § 740.20):

- i. The installation address stated in Section 1 (Order & Product Details) is the final destination and is located within an STA-eligible country;
- ii. Heightened Export Controlled Products received under License Exception STA shall not subsequently be exported, reexported, or transferred except as authorized under License Exception STA, pursuant to a valid U.S. export license, or under NLR status; and
- iii. End-User shall retain all records associated with this transaction for a minimum of five (5) years and make them available to the U.S. Government upon request.

3. Diversion. If End-User subsequently reexports, transfers (in-country), or otherwise diverts Heightened Export Controlled Products to an address different from the Installation Address (as identified in Section 1 above) at any time in the future, then End-User shall be solely responsible for compliance with all applicable law, including obtaining any required export licenses, government authorizations, or mandatory consignee statements prior to any such transfer or diversion.

4. Disclosure. Verkada may provide a copy of this Statement to the U.S. Government or other competent authority upon request or as required by applicable law.

5. Signature Authority. The undersigned represents and warrants that they are an authorized representative of End-User with the legal authority to execute this Statement on End-User's behalf.