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This Mutual Nondisclosure Agreement (this “**Agreement**”) is made and entered between Verkada Inc. (“**Verkada**”) and you, the party who accepts this Agreement (“**Counterparty**”) whether by clicking a box indicating acceptance, navigating through a login page where a link to this Agreement is provided, or providing another form of electronic acceptance.

This Agreement is effective between Verkada and the Counterparty as of the date that Counterparty accepts the terms of this Agreement as indicated above (the “**Effective Date**”). Verkada reserves the right to modify or update the terms of this Agreement in its discretion, the effective date of which will be the earlier of: (i) 30 days from the date of such update or modification and (ii) Counterparty’s continued participation in Verkada’s programs.

1. Purpose. The parties wish to explore certain business opportunities (e.g. investment related ones), engage in certain commercial collaborations, or exchange information in connection with corporate matters (collectively, the “Purpose”), which may involve each party disclosing to the other certain “Confidential Information” (as defined below).

2. Definition. “Confidential Information” means any information disclosed by one party to the other, directly or indirectly, in writing, orally, or by inspection of tangible objects, which is designated as “Confidential,” “Proprietary,” or which would reasonably be considered confidential under the circumstances. Confidential Information may also include information disclosed to the receiving party by third parties. But Confidential Information does not include any information that: (i) is publicly available through no fault of the recipient, (ii) the recipient knew without restriction before receipt from the discloser, (iii) the recipient rightfully received from a third party without breach of the third party’s confidentiality obligation, or (iv) the recipient independently developed without use of the disclosing party’s Confidential Information.

3. Non-use and Nondisclosure. Each party may use the other party’s Confidential Information only for the Purpose and will use reasonable care to protect the other party’s

Confidential Information from unauthorized use or disclosure. And each party may only disclose the other party's Confidential Information to its employees, directors, agents, or contractors who require the information for the Purpose and who have agreed with either party in writing to keep it confidential. Neither party will reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the other party's Confidential Information. A party may disclose the other party's Confidential Information if required by law so long as the receiving party gives the other party prompt prior notice of the requirement (if legally permissible).

4. No Obligation. Nothing in this Agreement will obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ITS CONFIDENTIAL INFORMATION.

6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies of them will be and remain the property of the disclosing party. Upon termination of this Agreement or the disclosing party's request, the receiving party will promptly deliver to the disclosing party all Confidential Information. Notwithstanding the foregoing, a party may retain copies of or any computer records or files containing such Confidential Information that have been created solely by such Party's automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with such party's standard archiving and back-up procedures, but not for any other use or purpose.

7. Feedback; No Other Licenses. The Counterparty may provide comments, suggestions, and recommendations to Verkada about Verkada's products or services (collectively, "Feedback"). Verkada may freely use and exploit Feedback without obligation to Counterparty, unless the parties agree otherwise in writing. Except for the foregoing and the limited right to use the Confidential Information for the Purpose, this Agreement does not grant a party any rights in, or to, the Confidential Information of the other party.

8. Term. This Agreement will continue until terminated. Either party may terminate this Agreement on 30 days notice. But this Agreement's obligations on previously disclosed Confidential Information will survive until the earlier of: (i) such date as the Confidential Information becomes publicly available through no fault of the receiving party and (ii) three years from the date of disclosure. Notwithstanding the foregoing, any trade secret will remain subject to the obligations hereunder until such time as the information is publicly known through no fault of the recipient.

9. Remedies. Each party acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

10. Export Control. Each party agrees not to export any of the other's Confidential Information in violation of applicable export control law.

11. Miscellaneous. This Agreement will bind, and inure to the benefit of, the parties' successors and assigns. This Agreement will be governed by the laws of the state of California, excluding its conflict of laws principles. The exclusive venue for any dispute relating to this Agreement will be San Mateo County, California. If any provision of this Agreement is found unenforceable, the Agreement will be construed as if such provision had not been included. Failure to exercise any right under this Agreement will not constitute a waiver. Any amendments to this Agreement must be mutually agreed in writing. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. This Agreement contains the entire agreement between the parties on its subject matter, superseding any prior or contemporaneous agreements.