This Reseller Partner Agreement (“**Agreement**”) is hereby entered into between Verkada Inc. a Delaware corporation with principal place of business at 406 E. 3rd Ave. San Mateo, CA 94401, USA (“**Verkada**”) and the reseller partner that accepts these terms as indicated below (“**Partner**”) (each of Verkada and Partner, a “**Party**”, and collectively, the "**Parties**”).

By accepting this Agreement, whether by clicking a box indicating its acceptance or navigating through a login page where a link to this Agreement is provided, Partner agrees to be bound by the terms hereof. If you are accepting this Agreement on behalf of Partner, you represent and warrant that you have full legal authority to bind Partner to this Agreement. If Partner and Verkada have executed a written agreement governing Partner’s right to resell the Products, then the terms of such signed agreement will govern and will supersede this Agreement.

This Agreement is effective as of the date that Partner accepts the terms of this Agreement as indicated above (“**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) Partner’s continued participation in Verkada’s partner program following such update.

The Parties hereby agree as follows:

1. Definitions

“**Claim**” means any and all claims, suits, legal actions or proceedings against a Party, including by another Party, a third party, or by an employee of a Party.

“**Confidential Information**” means all know-how, specifications, pricing information, maintenance, data sheets, sales, service and technical bulletins, customer lists, sales and marketing programs, price lists, cost data, and all other publications and information,

whether or not reduced to writing, relating to the formulation, manufacture, use, marketing and sale of the Products, as well as any other information relating to the business of a Party which may be divulged to the other Party in connection with this Agreement.

"**Customer Agreement**" means the agreement between Partner and End Customer for the purchase of Products.

"**Distributor**" means a distributor authorized by Verkada to sell Products to Partner for resale to End Customers in accordance with this Agreement.

"**Documentation**" means documentation provided by Verkada to Partner relating to the Products, their functionality, and their use, available at **verkada.com/docs** and **help.verkada.com**.

"**End Customer**" means Partner's customer and the entity licensed under the End User Agreement to use the Products for its own internal purposes and not for resale, lease, loan, or redistribution to, or use on behalf of, other third parties.

"**End User Agreement**" means Verkada's End Customer Agreement, available at **https://legal.verkada.com/#eua**, or another written license agreement, entered into between Verkada and the End Customer, governing the End Customer's use of the Products.

"**Intellectual Property Rights**" means all patents, copyrights, moral rights, trademarks and Marks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

"**Liabilities**" means any and all damages, liabilities, settlement amounts, expenses (including reasonable attorney's fees) and costs in connection with a Claim.

"**Marks**" means a Party's trade names, trademarks, service marks, symbols, and logos.

"**Order**" means a written purchase order Partner will submit to Verkada for the purchase of Products to be used by End Customers.

"**Partner Indemnified Parties**" means Partner, its affiliates, and each of their officers, directors, employees and contractors.

“**Partner Opportunity**” means an opportunity for the purchase of Products by an End Customer that is initiated by Partner.

“**Partner Portal**” means the website maintained by Verkada that provides various resources to partners, including Product information, corresponding list prices, Partner Opportunity deal registration requirements, and marketing collateral, available at **https://partners.verkada.com**.

“**Products**” means Verkada’s enterprise security platform, including the Signal Routing Services, and related hardware as may be set forth in an Order.

“**Reseller Price List**” means Verkada’s price list for the Products setting forth the applicable discounts available to Partner. Reseller Price Lists are available at the Partner Portal and may vary by region.

“**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 Products.

“**Verkada Indemnified Parties**” means Verkada, its affiliates, and each of their officers, directors, employees and contractors.

“**Verkada Installation Processes**” means the processes required for performance of installation of the Products by a Partner.

2. Appointment

Subject to Partner’s continued compliance with this Agreement, Verkada appoints Partner as a non-exclusive reseller and/or dealer of the Products found on the Reseller Price List. Partner will only buy the Products from Verkada or a Distributor, and sell the Products in its own name and for its own account. Partner will act as an independent entity and is not authorized to represent Verkada or to act on behalf or in the name of Verkada. If the Partner participates in any special programs provided by Verkada through the Partner Portal ("**Programs**"), the Partner agrees that: (i) the terms on the Partner Portal govern the

participation of Partner and its personnel, and (ii) Verkada may modify or discontinue these Programs at any time. For purposes of any purchase and resale of Monitoring Services to End Customers the terms of the Alarms Addendum, attached hereto as Exhibit A, will be incorporated by reference into this Agreement.

3. Partner Obligations

3.1 Promotion and Marketing. Partner will use its best efforts to promote and market the Products, which will include: (i) conducting itself in a professional and diligent manner representing the Products; (ii) using only marketing materials about the Products, including social media content and digital advertisements, that have been provided by or approved in writing by Verkada (which may include by email); and (iii) meeting standards set by Verkada for promoting, displaying, demonstrating, and explaining the Products to End Customers. Partner will avoid deceptive, misleading, or unethical practices and will not knowingly solicit orders from any End Customer that engages in such practices. Subject to the terms and conditions of this Agreement, Verkada grants Partner a non-exclusive, limited license to use Verkada's Marks solely to fulfill Partner's obligations as set forth in this Agreement. Each type of use of Verkada's Marks must be pre-approved, in writing, by Verkada. Except as set forth in this Section 3.1, nothing in this Agreement will grant to Partner any right, title or interest in or to Verkada's Marks. All use of Verkada's Marks will inure solely to the benefit of Verkada. Partner will promptly notify Verkada of: (a) any use by any third party of Verkada's Marks; or (b) any use by any third party of similar Marks which may constitute an infringement or "passing off" of Verkada's Marks. If Partner (including any Partner employee) chooses to participate in a Verkada partner program promotion, Partner's participation in such promotion will be governed by the rules set forth in the Partner Portal.

3.2 Restrictions. Except as expressly authorized by this Agreement, Partner will not: (a) modify, copy, disclose, alter or create derivative works of any of the Products, the Documentation, Verkada's Marks or any other marketing material provided by Verkada; (b) license, sublicense, resell, distribute, lease or otherwise dispose of any of the Products,

the Documentation, or Verkada's Marks; (c) cause or permit any other party to do any of the foregoing; (d) add the Products to any governmental (i.e., local, state, or federal) contract or purchasing consortium unless authorized by Verkada separately in writing; or (e) provide the Products (or access to them) as part of a managed service (without entering into a separate written agreement with Verkada). Further, partner will not: (i) adopt, use or register any words, phrases or symbols that are identical to or confusingly similar to any of Verkada's Marks within any territory, including without limitation, use in any domain name, social media handle, or business name; (ii) challenge or assist others to challenge Verkada's Marks or the registration thereof or attempt to register any Marks confusingly similar to Verkada's Marks; or (iii) remove, alter or obscure any proprietary notices or any of Verkada's Marks in or on the Products including copyright notices, or permit any other party to do so.

3.3 Ownership and Reservation of Rights. As between the Parties and subject to Sections 3.1 and 3.2, Verkada will own all right, title and interest in and to Verkada's Marks and the Intellectual Property Rights associated with the Products. Verkada reserves all rights not expressly granted in this Agreement, and no licenses are granted by Verkada to Partner under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth herein. Further, all references in this Agreement to the "purchase" or "sale" of the Products means, with respect to each of the Products which are covered by Intellectual Property Rights owned by Verkada (or to which Verkada has rights), the acquiring or granting, respectively, of a license to use such Products, and to exercise any other rights pertaining to such parts which are expressly set forth herein.

3.4 No Inventory Stocking. Partner may not issue "stocking" orders, meaning Product orders intended to be held as inventory for future resale, without Verkada Finance written approval.

3.5 Verkada Store. If Partner uses the Verkada Store (available at **store.verkada.com**), the terms of this section will apply. Partner represents and warrants that each individual to whom Partner grants access to purchase Products via the Verkada Store is duly authorized to place Orders on Partner's behalf and bind Partner with respect to such Orders. Partner will be responsible for all Orders submitted through accounts for which Partner has granted such access, and Verkada may rely on the authority of any such

individual without further inquiry. Partner may purchase Products via the Verkada Store only for resale to an End Customer, and each Verkada Store Order must identify the applicable End Customer. Any Order placed via the Verkada Store may be canceled by either party upon written notice (including email) at any time before Verkada ships the Order.

3.6 Compliance. Partner will: (i) comply with all applicable local, state, federal or international laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any applicable governmental authority, including, without limitation, the “Foreign Corrupt Practices Act” enacted by the United States, or the U.K. Bribery Act of 2010, as amended, and any and all laws pertaining to customs, taxes and contracts, in its performance of this Agreement and its distribution, licensing and use of the Products and documentation; (ii) not engage in, or acquiesce in, any extortion, kickbacks, or other unlawful or improper means of obtaining business or promoting the Products; (iii) promptly inform Verkada of any claim, action, or proceeding, whether threatened or pending, that comes to Partner’s attention and involves Verkada or the Products; (iv) immediately notify Verkada of any known or suspected breach of the End User Agreement or other unauthorized use of the Products by an End Customer; (v) comply with the terms of the Verkada Partner Program Ethical Business Practices; and (vi) comply with the onboarding requirements set forth in the Partner Portal, as Verkada may update periodically, unless Verkada expressly agrees otherwise in writing.

3.7 Export Control. Partner acknowledges that the Products, related software and technical data, may be subject to U.S. and other export controls, including the U.S. Export Administration Regulations. Partner shall comply with applicable export control and economic sanctions laws (**"Trade Restrictions"**) in connection with its activities under this Agreement. Also, Partner shall not do anything to cause Verkada to breach applicable Trade Restrictions. Notwithstanding the generality of the foregoing, Partner shall not, directly or indirectly, access, use, export, re-export, transfer, or release any Products or associated technical data, or use them to provide services: (a) to a person located or residing in or organized under the laws of Crimea, Cuba, Iran, North Korea, Syria, the Donetsk People’s Republic, the Luhansk People’s Republic, Belarus or Russia (**"Restricted Territories"**); (b) to 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 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 (collectively, "**Restricted Persons**"); or (c) for any nuclear, weapons of mass destruction, military, or military intelligence end-use. Partner represents and warrants that neither it nor its End Customers are located in, residents of, or entities registered in any Restricted Territory or are Restricted Persons or otherwise prohibited from transacting with U.S. persons. Partner assumes sole responsibility for obtaining any required export or import licenses at its own expense.

Certain Products are subject to heightened export control restrictions ("**Heightened Export Controlled Products**"). If Heightened Export Controlled Products may be shipped pursuant to License Exception Strategic Trade Authorization under § 740.20 of the United States Export Administration Regulations (15 C.F.R. § 740.20), then Partner must execute the Strategic Trade Authorization Prior Consignee Statement, accessible at https://legal.verkada.com/#partner-sta, certifying the ultimate destination and civil end-use for the Heightened Export Controlled Product. Partner must also comply with any additional export compliance requirements necessary for downstream shipments before the resale or transfer of Heightened Export Controlled Products. Partner must retain all such documentation, and provide copies to Verkada upon request. Partner acknowledges that Verkada's acceptance and fulfillment of any Order for a Heightened Export Controlled Product is conditional on Verkada first receiving and approving all required compliance documentation from End Customer and Partner (as applicable).

4. Pricing; Registration

4.1 As an authorized reseller of the Products, Partner will be entitled to purchase the Products at the various discounted prices set forth on the then-current Reseller Price List, depending on whether it is a Partner Opportunity or an opportunity initiated by Verkada. Prices are on a net basis and exclusive of any Taxes or shipping charges, which shall be

borne by Partner. Except where prohibited by law, Partner will advertise the Products, including in print and online materials or on a governmental contract or purchasing consortium contract, only at the applicable list prices set forth in the corresponding Reseller Price List. However, Partner may sell the Products at a price agreed upon between Partner and the End Customer.

4.2 Partner may register a Partner Opportunity by submitting the opportunity to Verkada via the registration form provided in the Partner Portal in order to secure the additional discounting provided for in such instances on the Reseller Price List. The registration of a Partner Opportunity must be approved in writing by a Verkada representative. Before approving a Partner Opportunity, Verkada may require an initial contact with the End Customer to qualify the opportunity. Verkada may approve or reject a Partner Opportunity in its sole discretion. If approval is granted, then the Partner Opportunity will be considered a registered opportunity ("**Registered Opportunity**"). The Registered Opportunity will be subject to the deal registration terms set forth in the Partner Portal.

5. Product Orders; Delivery

5.1 Partner will submit Orders to Verkada via email to orders@verkada.com or to a Distributor in certain territories (subject to Section 5.3) using the method required by the Distributor. Each Order must include, at a minimum: (i) Product names and Model; (ii) quantity of each Product; (iii) the pricing in accordance with Section 2; (iv) the name and physical address to which the Products are to be shipped; (v) the name, physical address, and email address of the entity to be billed; (vi) if applicable, the requested delivery date of the Products; and (vii) all applicable contact information of the End Customer, including full company name, contact person, physical address, phone number, and email address. Distributors may have additional requirements. In addition, Partner will include Partner's freight account number on the Order, otherwise Verkada or the Distributor (as applicable) may bill the freight on its own account and include the cost on the invoice to Partner. Any terms stated on the Order that differ from the terms of this Agreement or the End User Agreement will have no force or effect. Any Order that indicates it is a draft, pending approval, or similar designation, or is missing a signature where one is required, will be

rejected. Each Order placed with Verkada is cancellable by either party in writing (including by email) until Verkada ships the Order.

5.2 This Section applies only to Orders placed directly with Verkada. If an Order includes a requested delivery date, Verkada will use commercially reasonable efforts to deliver the Products in accordance with the requested delivery dates, but will not be bound by such dates. Verkada will mark all Products for shipment to the name and address specified in the Order, and will deliver the Products to a carrier or forwarding agent chosen by Verkada or specified in the Order. If Partner specifies a carrier in the Order, then Partner will also provide an active account number, otherwise Verkada will ship under its account with the carrier, and Partner will pay all shipping expenses set forth on the invoice. Title and risk of loss for hardware Products will pass to Partner at Verkada's shipping point. For clarity, international shipments will be FCA (Incoterms 2010) Verkada's shipping point. Verkada may specify from time to time via email communication to Partner a delivery lead time for Orders.

5.3 With respect to Orders placed with a Distributor ("**Distributor Orders**"): (a) references to "Order" in this Agreement mean the applicable Distributor Order; (b) invoicing and payment will be handled pursuant to the Distributor Order, with fees and taxes, where applicable, paid directly to the Distributor; (c) any credits or refunds owed by Verkada will be provided to the Distributor and not to Partner or the Customer; and (d) Verkada will have no responsibility or liability with respect to the Distributor's failure to make payments to Partner. No additional terms in any Distributor Order will apply to Verkada and this Agreement will prevail in the event of any conflict between it and any Distributor Order, as between Verkada and Partner.

5.4 Partner will use commercially reasonable efforts not to combine Products intended for resale to multiple Customers within a single Order but rather will use a separate Order for each Customer. If Partner ships Hardware, ordered by one Customer, to a different Customer, or installs (or contracts with a third-party to install) Hardware intended for one Customer at another Customer's location, then Partner will: (a) ensure such Hardware is claimed correctly by the receiving Customer (i.e., the receiving Customer enters a device serial number or order number to add the Hardware to its "Command" organization) prior to installation; (b) ensure the original Customer is informed of the change, and provided

an updated list of device serial numbers for the cameras that are installed at their location; and, (c) in connection with any installation services, otherwise comply with the instructions set forth in the Documentation (including notifying Verkada technical support).

5.5 Partner understands that the End Customer's use of the Products is subject to the terms of the End User Agreement. Partner will ensure that a prominent link to the End User Agreement is included on all quotations to End Customers. Verkada makes all warranties regarding the Products directly to End Customers via the End User Agreement. Verkada will not be liable for any different or additional warranties or other commitments Partner makes to End Customers. If Verkada authorizes Partner to resell professional services provided by Verkada to any End Customer, Partner will share with the End Customer any Verkada-provided professional services description and/or required Verkada terms in advance of the End Customer's purchase of the professional services.

6. Payments

6.1 This Section applies only to Orders placed directly with Verkada. Verkada will issue an invoice to Partner following shipment of each Order. Payments on undisputed invoices are due and payable without any deductions, setoff or counterclaims by Partner within thirty (30) days of the invoice and will be made by wire transfer, bank check, money order or such other means as Verkada may specify on the invoice or otherwise, at Partner's expense. Verkada reserves the right to charge Partner 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. If Partner fails to make payment within one hundred twenty (120) days from the date of invoice, Verkada will be entitled to withdraw any allowances, discounts or other concessions granted to Partner and all outstanding demands shall become due immediately.

7. Returns

7.1 Courtesy Returns. An End Customer may return up to $250,000 worth of Products (as reflected in the net price set forth on one or more Order(s)) for any reason within the 30-

day period starting on the shipment date of such Products (a "**Courtesy Return**"). If the End Customer initiates such a Courtesy Return by sending a request for a Courtesy Return by email to the Partner within such the 30-day Courtesy Return period, Partner must contact either (a) the Verkada sales representative responsible for the End Customer's account or (b) the Verkada Channel Sales Manager responsible for Partner's account by email, and include the serial numbers of the Products to be returned as well as the End Customer's name, mailing address, email address, and daytime phone number.

7.2 Warranty Returns. Verkada makes warranties regarding the Products directly to End Customers, not to Partner, via the End User Agreement. Verkada warranties the Hardware on the terms set forth in the End User Agreement, generally for a period specified in the applicable product datasheet ("**Warranty Period**"). End Customer may return the defective Products within the Warranty Period directly to Verkada, pursuant to the terms of the End User Agreement. Alternatively, if an End Customer contacts Partner within the Warranty Period to initiate a warranty return, then Partner may work with Verkada to effect such return. To do so, Partner must send a return request to Verkada at support@verkada.com and clearly state details on where and when the End Customer purchased the Hardware, the serial numbers of the applicable Hardware unit(s), the End Customer's reason for returning the Hardware, and the End Customer's name, mailing address, email address, and daytime phone number. If approved in Verkada's sole discretion, Verkada will provide Partner with a Return Materials Authorization ("**RMA**") and prepaid shipping label via email that must be included with the return shipment to Verkada. Partner must return the Hardware unit(s) listed in the RMA together with all included accessories, as well as the RMA document, within the 14 days from the day on which Verkada issued the RMA. Verkada will either repair or replace the Hardware with new or refurbished units in its sole discretion.

8. Indemnification

8.1 Partner will indemnify Verkada Indemnified Parties from and against Liabilities incurred by any Verkada Indemnified Parties arising out of: (a) any written or oral warranty

Partner makes to End Customers with respect to the Products not authorized in the Documentation or End User Agreement; (b) any improper use or disposition of the Products by Partner, or any modification, installation, service or repair of the Product not performed by Verkada, including any breach by Partner of Section 3 or 5.4; or (c) any fraud, gross negligence, or intentional misconduct by Partner.

8.2 Verkada will indemnify Partner Indemnified Parties from and against any and all Liabilities incurred by Partner Indemnified Parties arising out of the alleged infringement, violation or misappropriation of any valid third party intellectual property right by the Products sold to Partner pursuant to this Agreement, unless the third party claim, action or proceeding arises out of: (i) combination or use of the Products with any product, service or process not provided by Verkada; (ii) Verkada's compliance with any requirements or specifications provided by Partner or the End Customer; or (iii) any modification made to a Product by any person or entity other than Verkada.

8.3 If making a claim for indemnification hereunder, the indemnified Party will provide: (i) prompt written notice of any such Claim, provided that any failure to provide notice promptly shall only relieve the indemnifying Party of its obligation if its defense is materially prejudiced by the delay; (ii) the indemnifying Party with sole control of the defense and settlement of the Claims; and (iii) all reasonably requested cooperation and assistance in connection with the defense of such Claim, at the indemnifying Party's expense. The indemnifying Party will not settle or compromise a Claim without the prior written consent of the indemnified Party, which will not be unreasonably withheld. The indemnified Party will have the right to employ separate counsel at its own expense, subject to the indemnifying Party's control of such defense.

9. Insurance

9.1 If Partner or any of its subcontractors will be performing installation, servicing, or maintenance of Products, then Partner and any such subcontractor will maintain the following insurance throughout this Agreement's term, with insurance carriers that are rated A-VII or better by A.M. Best. The coverages will be considered primary without right of contribution of Verkada insurance policies. In no event will the following coverage

limits affect or limit in any manner Partner's contractual liability for indemnification or any other liability of Partner under this Agreement.

9.1.1 Commercial general liability insurance for bodily injury, death, property damage, and personal injury, with coverage limits of not less than $1,000,000 per occurrence;

9.1.2 Professional errors & omissions insurance of at least $1,000,000;

9.1.3 Auto liability insurance covering all owned, non-owned and hired vehicles, with coverage limits of not less than $500,000 per occurrence for bodily injury and property damage;

9.1.4 Worker's compensation insurance as required by law; and

9.1.5 Umbrella liability insurance on an occurrence form, for limits of not less than $1,000,000 per occurrence.

10. Term and Termination

10.1 This Agreement will continue in effect until terminated as set forth in this Section. Either Party may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days' prior written notice to the other Party.

10.2 This Agreement may also be terminated as follows: (a) by written notice, in the event of a material breach of this Agreement by either Party, fourteen (14) days after the date of receipt of written notice thereof, if such breach has not been cured by the expiration of the 14-day notice period; (b) immediately by written notice in the event of a material breach of this Agreement by either Party that cannot be cured; or (c) by written notice in the case of a Party's bankruptcy, insolvency or similar event.

10.3 Termination, expiration, cancellation, or abandonment of this Agreement through any means and for any reason shall not relieve the Parties of any obligation accruing prior thereto and shall be without prejudice to the rights and remedies of either Party with respect to any antecedent breach of any of the provisions of this Agreement.

10.4 Following expiration or termination of this Agreement, Partner may continue to close the sale of Products for Registered Opportunities accepted by Verkada before the

effective date of expiration or termination for up to thirty (30) days after expiration or termination, provided that it does so in accordance with the requirements of this Agreement.

10.5 Sections 1, 6, and 7 (each, solely with respect to obligations accrued prior to the effective date of termination or expiration), 8, 10.4 (to the extent Partner sells Products under this Agreement after expiration or termination pursuant to Section 10.4), 11, 12.2, 12.3 and 13, as well as any other sections which, by their nature when taken as a whole, a reasonable person would deem intended to survive, will survive any termination or expiration of this Agreement. Expiration or termination of this Agreement will not affect remedies either Party may have for breach of this Agreement by the other Party prior to such expiration or termination.

11. Confidentiality

Each Party will treat as confidential all Confidential Information of the other Party received by it from the other Party in connection with this Agreement. The receiving Party will not use such Confidential Information except to exercise its rights or perform its obligations under this Agreement and will not disclose such Confidential Information to any third party. The obligations hereunder will not apply to Confidential Information which is (i) in the public domain or subsequently enters the public domain through no act or omission of the Partner; or (ii) already known to the receiving Party at the time of disclosure without a duty of confidentiality, as established by competent proof. The receiving Party will not be restricted from disclosing Confidential Information to the extent that it is required to be disclosed by law, government agency, governmental regulation, or court order, so long as the receiving Party (if legally permitted) provides the disclosing Party with prior written notice of any such disclosure and a reasonable opportunity to seek confidential treatment or a protective order, if appropriate. The obligations in this Section 11 will be applicable during the term of this Agreement and for a period of three years following the expiration or termination of this Agreement. 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 the disclosing party's

request, the receiving party will promptly deliver to the disclosing party all Confidential Information, without retaining any copies. The confidentiality provisions of this Agreement supersede and replace the terms of any nondisclosure agreement previously executed between Verkada and Partner with respect to the subject matter of this Agreement.

12. Disclaimer of Warranties; Limitation of Liability

12.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VERKADA MAKES NO EXPRESS WARRANTIES AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS UNDER THIS AGREEMENT, WHICH ARE OTHERWISE PROVIDED "AS IS", OR THAT THE PRODUCTS WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE.

12.2 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, LOST PROFITS OR OTHER INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

12.3 EXCEPT FOR EITHER PARTY'S RESPECTIVE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EITHER PARTY'S BREACH OF CONFIDENTIALITY, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, OR ANY LIABILITY ASSOCIATED WITH PARTNER'S PERFORMANCE OR OBLIGATIONS UNDER THE ALARMS ADDENDUM SET FORTH IN EXHIBIT A HERETO (IF ANY), IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY PARTNER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS THAT GIVE RISE TO THE APPLICABLE CLAIM.

13. Miscellaneous

13.1 Assignment. This Agreement will be binding upon and inure to the benefit of the respective Parties and their permitted assigns and successors in interest. Neither Party may assign this Agreement without the written consent of the other Party. The merger or sale of all or substantially all of a Party's assets shall not be considered an assignment for purposes of this Section 13.1.

13.2 Severability. If any term or provision of this Agreement is determined to be invalid, void or unenforceable, the remainder of this Agreement will nonetheless remain in full force and effect.

13.3 Waivers. All waivers must be in writing and signed by the waiving Party. Neither Party will, by the lapse of time, and without giving notice, be deemed to have waived any of its rights under this Agreement. No waiver of a breach of any provision of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

13.4 Notices. Any notices required hereunder this Agreement: (1) must be in writing (which may be by electronic mail); (2) must be delivered either by a nationally or internationally recognized overnight delivery service with delivery confirmation and tracking services or electronically, in the case of Partner, to Partner's main contact email address on file with Verkada, and in the case of Verkada, to legal-notice@verkada.com; (3) must be delivered to the applicable Party at the address set forth below, or such other address as a Party may designate by notice in accordance with this provision; and (4) will be deemed given on the date of delivery.

13.5 Equitable Relief. Partner acknowledges that a breach by it of the terms and conditions of this Agreement may cause irreparable harm to Verkada, which may not be compensable by monetary damages. Accordingly, in addition to potential money damages, Partner acknowledges that a breach by it of the terms and conditions of this Agreement shall be sufficient grounds for the granting of an injunction against Partner by a court of competent jurisdiction.

13.6 Governing Law. All claims, disputes, or controversies arising out of or relating to this Agreement are governed by the laws of California without reference to conflict of law rules.

13.7 Dispute Resolution and Arbitration. 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 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 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.

13.8 Non-application of Vienna Convention. No provision of the United Nations Convention on Contracts for the International Sale of Goods shall apply to this Agreement.

13.9 Entire Agreement. This Agreement is the entire agreement between Partner and Verkada and supersedes all prior agreements and understandings concerning its subject matter.

13.10 Language. If this Agreement (including any document incorporated by reference) is translated into a non-English language, the English version will govern with regard to any difference between the English and translated versions.

13.11 Japan Resellers. Notwithstanding Sections 13.6 and 13.7 above, if Partner is headquartered in Japan then:

(i) all claims, disputes, or controversies arising out of or relating to this Agreement are governed by the laws of Japan without reference to conflict of law rules; and

(ii) the binding arbitration described in Section 13.7 will be conducted before a single arbitrator in Tokyo, Japan, unless otherwise agreed by the parties in writing, and pursuant to its arbitration rules.

EXHIBIT A
Alarms Addendum

If Partner resells Monitoring Services to an End Customer (each as defined below), the Agreement will be deemed to be supplemented by, and include the terms of this "**Alarms Addendum**" (or "**Addendum**"). If there are any conflicts between the terms of this Addendum and the Agreement, the terms of this Addendum will control with respect to the resale of the Monitoring Services by Partner.

1. Definitions

a. "**AI Feature**" means any feature within the Monitoring Services that makes use of an artificial intelligence system to review data relating to Alarm events and provide notice to End Customer or offer End Customer a recommendation.

b. "**Alarm(s)**" means an alarm signal, data, video or audio transmission initiated by the Hardware installed on an End Customer's premises signaling a specific type of situation that is transmitted via the Hosted Software to a Call Center and/or an End Customer for response.

c. "**Call Center(s)**" means a central monitoring station that receives and responds to an Alarm for an End Customer.

d. "**Call List**" means the list of names, with corresponding telephone numbers and email addresses, of those persons in the order an End Customer wishes to receive notification of Alarms which must be created, and updated by an End Customer from time to time, via the Hosted Software.

e. "**Documentation**" means the online documentation regarding the Hardware, available at www.verkada.com/docs/ or as otherwise provided within the Hosted Software.

f. "**First Responder(s)**" means the entity (e.g., fire department, police department) that is contacted by the Call Center or an End Customer to respond to an Alarm.

g. “**Hosted Software**” means Verkada’s Software-as-a-Service system, currently known as “Command,” and related infrastructure made available to an End Customer to manage and configure the Hardware.

h. “**Hardware**” means the Verkada hardware products, including security cameras, access control units, alarm units, and environmental sensors.

i. “**Intrustion Alarm(s)**” means any Alarm intended to signal unauthorized entry, burglary, tampering, or related security events.

j. “**Monitoring Service(s)**” means the automated Alarm transmission functionality an End Customer may enable using the Hosted Software that, when triggered, transmits an Alarm to a Call Center (or to the AI Feature or Customer directly, if enabled by Customer), as more fully described in the Documentation. The Monitoring Services are deemed to be a Product under the applicable End User Agreement.

k. “**Dealer**” means Partner (i.e., the “reseller”) and will be understood to mean the “dealer” as such term is commonly used in the alarm industry.

l. “**End Customer**” means the “subscriber,” as such term is commonly used in the alarm industry, that purchases the Monitoring Services from the Dealer, and for purposes of this Addendum will be referred to as “**Subscriber**.”

m. “**Verkada Indemnified Parties**” for this Addendum means Verkada and its parents, affiliates, subsidiaries, subcontractors and third parties, and each of their respective shareholders, members, partners, owners, directors, managers, officers, employees and agents.

2. Monitoring Services; General. Verkada is not 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 an End 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 an End Customer's premise via a third-party network to a Call Center for response. Verkada and the Call Center are independent and unrelated entities.

3. Dealer Obligations.

(i) Licensing and Compliance Where Dealer is responsible for installing, configuring, servicing, inspecting, and maintaining Alarms systems for an End Customer, Dealer represents and warrants that it holds and will maintain all licenses, registrations, certifications, and permits required under applicable law to install, configure, service, inspect, and maintain Alarms systems in the jurisdictions in which it operates.

4. Dealer Indemnification; Waiver of Subrogation. Solely as it relates to the Monitoring Services and this Addendum, Dealer's indemnification obligations under Section 8.1 of the Agreement are supplemented to include the following:

Dealer will (i) indemnify, defend, and hold harmless the Verkada Indemnified Parties from and against all Claims, including those brought by the Subscriber or any third-parties, and any related losses, judgments, awards, settlements, attorneys' fees, expert fees, expenses and court costs, incurred or paid by, or entered against, the Verkada Indemnified Parties, alleged to be caused by or arising from Dealer's (a) installing, configuring, servicing, inspecting, and maintaining Alarms systems for an End Customer; (b) failure to procure, and maintain, during the Term, any licenses and/or permits required pursuant to applicable law with respect to Dealer's performance of the foregoing; or (c) resale of the Monitoring Services, under this Addendum, and (ii) advance to the Verkada Indemnified Parties, including their agents and subcontractors, expenses for litigation, including investigation and legal and expert witness fees. Dealer, on its own behalf and on behalf of any insurance carrier, waives any right of subrogation Dealer's insurance carrier may otherwise have against Verkada or Verkada's subcontractors arising out of this Agreement or the relation of the Parties hereto. Dealer's indemnity obligation expressly includes third-party claims for death, personal injury, or property damage.

5. Limitation of Liability. Section 12.3 of the Agreement is supplemented to include the following:

Dealer agrees that, should there arise any liability on the part of Verkada as a result of Verkada's negligent performance to any degree or negligent failure to perform any of Verkada's obligations pursuant to this Agreement or any other legal duty, equipment failure, human error, or strict products liability, that Verkada's liability will be limited to the amount of fees paid or payable by Dealer to Verkada for Subscriber's use of the Monitoring Services in the twelve-month period preceding the events that give rise to the applicable Claim.

6. Exculpatory Clause. Dealer agrees that Verkada is not an insurer, and no insurance is offered herein. Monitoring Services are not insurance policies. Monitoring Services do not cause and cannot eliminate the loss events they are intended to detect. Verkada makes no representation or warranty, whether express or implied, that 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 Monitoring Services will in all cases provide the protection for which they are installed or intended. Monitoring Services are not error-free. Fees charged by Verkada are based on the value of the Products and services provided and are unrelated to the value of the protected premises, contents, business operations, or potential losses. Partner acknowledges that the Monitoring Services do not prevent intrusion, fire, property damage, personal injury, or death.

7. Insurance / Allocation Risk. Dealer will maintain a general liability policy of insurance with alarm industry errors and omissions coverage through a carrier familiar with alarm industry practices under which Dealer is named as insured and which shall on a primary and non-contributing basis cover any loss or damage for its performance, and obligations, under this Addendum including with respect to the resale of Monitoring Services, it being understood Dealer's commercial general liability policy will be deemed to satisfy the requirement in this Section 6 provided such policy contains no exclusions of coverage

with respect to the Monitoring Services and Dealer's obligations under this Addendum. Dealer will submit certificates of insurance for the coverages required by above upon written request by Verkada.

8. Waiver of Jury Trials. Notwithstanding any term contrary in the Agreement, the parties hereby waive a trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other in respect of any matter arising out of or in connection with this Addendum.