Submit

Click above to sign the agreement

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**"). Partner (identified in Section 1 below) elects to resell Heightened Export Controlled Products to the End-User (identified in Section 1 below). In compliance with applicable law, in particular the EAR documentary requirements under 15 C.F.R. § 740.20, Partner executes this Strategic Trade Authorization Prior Consignee Statement ("**Statement**") to acknowledge regulatory restrictions imposed on Heightened Export Controlled Products.

1. Order and Product Details.

Ship-to Party	
Reseller Partner	
End-User	
Purchaser	
Ship-to Country	
Product & ECCN	
End-Use Description	

2. Ship-to Party acknowledges that Heightened Export Controlled Products as described and with the ECCN identified above will be shipped pursuant to License Exception Strategic Trade Authorization ("**License Exception STA**") under § 740.20 of the United States Export Administration Regulations (15 C.F.R. § 740.20).

3. Compliance. Ship-to Party represents and warrants the following:

a. APR Limitation. Ship-to Party shall not subsequently export the Heightened Export Controlled Products pursuant to paragraphs (a) or (b) of License Exception Additional Permissive Reexports (15 C.F.R. § 740.16(a) or (b)).

b. Diversion. Ship-to Party shall obtain a prior consignee statement that complies with 15 C.F.R. § 740.20(d)(2) before using License Exception STA, and all other applicable laws, for any subsequent reexport or in-country transfer of Heightened Export Controlled Products received under License Exception STA.

c. General Export Prohibitions. Ship-to Party shall not, directly or indirectly, sell, export, reexport, release, or transfer Heightened Export Controlled Products to any destination, end-use, or end-user prohibited by the United States Export Administration Regulations (15 C.F.R. Parts 730–774) including, (i) 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; or (ii) a person who is: (A) 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; (B) any entity that is 50% or more owned or otherwise controlled by any of the foregoing; or (C) 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. Ship-to Party 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. Ship-to Party 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-Use. Ship-to Party shall ensure that all Heightened Export Controlled Products procured are used exclusively for legitimate civil and commercial enterprise applications, consistent with the End-Use Description (stated in Section 1).

4. Reseller Partner Downstream Obligations. If Reseller Partner (as identified in Section 1) is the Ship-to Party, then before any resale, reexport, or in-country transfer of Heightened Export Controlled Products to an End-User under License Exception STA, Reseller Partner shall obtain from such End-User a completed and executed copy of a prior consignee statement that complies with 15 C.F.R. § 740.20(d)(2)) in addition to any other export compliance obligations.

5. Military Prohibition. Pursuant to Part 744.9 of the U.S. Export Administration Regulations, License Exception STA is not eligible for optical, thermal, or infrared imaging commodities (including ECCNs 6A002, 6A003, 0A504, or 8A002.d) if Heightened Export Controlled Products are intended for use by a military end-user outside of Country Group A:1, or if they are to be incorporated into a military commodity.

6. Record-keeping and Disclosure. Ship-to Party shall retain copies of this Statement and all other export, reexport, or transfer records relevant to Heightened Export Controlled Products and provide copies to Verkada upon request. Ship-to Party agrees to provide a copy of this Statement to the U.S. Government or other competent authority upon request or as required by applicable law. Ship-to Party agrees to permit U.S. Government end-use checks.

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