



COUNTY OF EL DORADO

1/29/2024 10:36:27 AM

Purchase Contract

Fiscal Year 2024

Page 1 of 2

VENDOR

SURVEILLANCE SYSTEMS INTEGRATION INC
 dba SURVEILLANCE SYSTEMS INC
 4465 GRANITE DR
 STE 700
 ROCKLIN, CA 95677

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Contract # **8426**

SUBJECT TO TERMS AND CONDITIONS ON WEBSITE
https://edcgov.us/Government/Contracts/Pages/po_terms___conditions.aspx

For Period: To

PLEASE NOTE: This Purchase Contract is for a NTE (Not To Exceed) amount.

NTE: \$209,515.69

PRICING IN ACCORDANCE WITH ATTACHMENT "A" MARKED "QUOTE," AND EXHIBIT "B" MARKED "END USER AGREEMENT," ATTACHED HERETO AND INCORPORATED BYREFERENCE.

//
 TERM: THIS AGREEMENT SHALL BECOME EFFECTIVE UPON FINAL EXECUTION BY BOTH PARTIES HERETO AND SHALL EXPIRE ONE YEAR AFTER, EXCEPTING THE SOFTWARE LICENSES PURCHASED HEREIN WHICH SHALL EXPIRE TEN YEARS AFTER THE FINAL EXECUTION.

//
 NTE: THE TOTAL AMOUNT OF THIS AGREEMENT SHALL NOT EXCEED \$209,515.69.

//
 CONTRACT ADMINISTRATOR: AMY HIGDON, SR. ADMINISTRATIVE ANALYST, HEALTH AND HUMAN SERVICES AGENCY, OR SUCCESSOR.

//
 SURVEILLANCE SYSTEMS INTEGRATION, INC. DBA SURVEILLANCE SYSTEMS INCORPORATED (HEREINAFTER REFERRED TO AS "CONTRACTOR") SHALL COMPLY WITH THE INSURANCE REQUIREMENTS STATED AT: [HTTPS://EDCGOV.US/GOVERNMENT/CONTRACTS/PAGES/INSURANCE_REQUIREMENTS.ASPX](https://edcgov.us/government/contracts/pages/insurance_requirements.aspx)

//
 CONTRACTOR SHALL NOT BEGIN WORK UNTIL ALL INSURANCE REQUIREMENTS NOTED IN THE AFOREMENTIONED LINK HAVE BEEN MET.

//
 THE COUNTY OF EL DORADO HAS CONTRACTED WITH EBIX TO REVIEW THE CERTIFICATE(S) AND ENDORSEMENT(S) TO ASSURE COMPLETE AND ACCURATE COMPLIANCE WITH THE INSURANCE PROVISIONS REQUIRED BY THIS AGREEMENT. THEY MAY CONTACT YOU TO ADVISE YOU OF DEFICIENCIES AND REQUESTED CORRECTED DOCUMENTS. PLEASE COOPERATE WITH THEIR REQUESTS FOR INFORMATION OR CORRECTIONS IN ORDER FOR THE COUNTY TO CONTINUE YOUR AGREEMENT THROUGH THE EXPIRATION DATE.

//
 COUNTERPARTS: THIS AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH WILL BE DEEMED TO BE AN ORIGINAL COPY OF THIS AGREEMENT AND ALL OF WHICH, WHEN TAKEN TOGETHER, WILL BE DEEMED TO CONSTITUTE ONE AND THE SAME AGREEMENT.

//
 ELECTRONIC SIGNATURES: EACH PARTY AGREES THAT THE ELECTRONIC SIGNATURES, WHETHER DIGITAL OR

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected unless otherwise stated above.



COUNTY OF EL DORADO

1/29/2024 3:07:50 PM

Purchase Contract

Fiscal Year 2024

Page 2 of 2

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 dba SURVEILLANCE SYSTEMS INC
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Purchase Contract #	8426
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ENCRYPTED, OF THE PARTIES INCLUDED IN THIS AGREEMENT, ARE INTENDED TO AUTHENTICATE THIS WRITING AND TO HAVE THE SAME FORCE AND EFFECT AS MANUAL SIGNATURES. ELECTRONIC SIGNATURE MEANS ANY ELECTRONIC VISUAL SYMBOL OR SIGNATURE ATTACHED TO OR LOGICALLY ASSOCIATED WITH A RECORD AND EXECUTED AND ADOPTED BY A PARTY WITH THE INTENT TO SIGN SUCH RECORD, INCLUDING FACSIMILE OR EMAIL ELECTRONIC SIGNATURES, PURSUANT TO THE CALIFORNIA UNIFORM ELECTRONIC TRANSACTIONS ACT (CAL. CIV. CODE §§ 1633.1 TO 1633.17) AS AMENDED FROM TIME TO TIME.

//
 THIS AGREEMENT SHALL BECOME EFFECTIVE UPON FINAL EXECUTION BY BOTH PARTIES HERETO, ACKNOWLEDGING ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE COUNTY'S STANDARD TERMS AND CONDITIONS HERE:
<HTTPS://EDCGOV.US/GOVERNMENT/CONTRACTS/DOCUMENTS/PO%20TERMS%20CONDITIONS.PDF>; THAT THE UNDERSIGNED INDIVIDUAL EXECUTING THIS AGREEMENT IS FULLY AUTHORIZED TO DO SO BY LAW OR OTHER APPROPRIATE INSTRUMENT AND TO BIND UPON THE OBLIGATIONS SET FORTH HEREIN.

Print Name: Michael T Flowers
 Title: Chief Executive Officer
 Signature: 
Michael T Flowers (Feb 1, 2024 16:42 PST)
 Date: 02/01/2024

Print Name: Mark Haney
 Title: Secretary
 Signature: 
Mark Haney (Feb 1, 2024 17:28 PST)
 Date: 02/01/2024

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4465 Granite Dr #700, Rocklin, CA 95677

Phone: 800.508.6981 916.771.7272 Fax: 916.771.7297

Surveillance Systems Integration, Inc. dba
Surveillance Systems Incorporated
Exhibit A
Quote

Quote No.: 20-00113417
Quote Date: 1/16/2024
Page: 1

Bill To:

COUNTY OF EL DORADO / CHIEF ADMIN OFFICE
3000 FAIRLINE CT, STE 2
PLACERVILLE, CA 95667

Ship To:

COUNTY OF EL DORADO / CHIEF ADMIN OFFICE
3000 FAIRLINE CT, STE 2
PLACERVILLE, CA 95667

Customer ID C1001307
SalesPerson MASEN FLOWERS

Table with 7 columns: Item No., Description, Unit, Location, Quantity, Unit Price, Total Price. Rows include items like VEK CD522TBEHW, VEK CD522TBHW, VEK CH528TBEHW, etc.

Notes:

Subtotal:
Estimated Freight:
Total: **Continued**

*** Quote is valid for 10 days due to supply chain and market variability ***



Quote No.: 20-00113417
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Customer ID C1001307
 SalesPerson MASEN FLOWERS

Item No.	Description	Unit	Location	Quantity	Unit Price	Total Price
VEK ACCMNT9	MOUNT, POLE MOUNT 2ND GENERATION	Each	MFG	2	126.00	252.00
VEK ACCPOE60W	VEK PoE++ (802.3bt-2018) Injector, GigE	Each	MFG	6	149.00	894.00
	SOFTWARE LICENSES					
VEK LIC10Y	SOFTWARE, LICENSE, 10 YEAR IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT B, ATTACHED HERETO AND INCORPORATED HEREIN	Each	MFG	18	1,080.00	19,440.00
VEK LICCH5210Y	LICENSE,CH52,10YR,MULTI-SENSOR CAMERA	CUSTOM KIT	MFG	6	3,240.00	19,440.00
	3047 BRIW ROAD					
	CAMERAS AND MOUNTS					
VEK CD522TBEHW	MINIDOME,5MP.3X ZOOM,365D RETENTION	Each	MFG	4	2,340.00	9,360.00

Notes:

Subtotal:
 Estimated Freight:
 Total: ****Continued****

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 SalesPerson MASEN FLOWERS

Item No.	Description	Unit	Location	Quantity	Unit Price	Total Price
VEK CD522TBHW	DOME,5MP,INDOOR,2TB OBS,VF 3X ZOOM,IR,WDR	Each	MFG	3	2,220.00	6,660.00
VEK CH528TBEHW	MULTI-SENSOR DOME,8TB,365 DAYS MAX	Each	MFG	4	7,620.00	30,480.00
VEK ACCMNTXLARM1	MOUNT,LARGE,ARM,FOR CP52 PTZ	Each	MFG	4	119.00	476.00
VEK ACCMNT11	MOUNT,DOME,ANGLE,WHT,VERKADA DOME SERIES,D30/D50	Each	MFG	4	59.00	236.00
VEK ACCMNT8	MOUNT, PENDANT CAP	Each	MFG	3	42.00	126.00
VEK ACCMNT10	CORNERMOUNT	Each	MFG	1	139.00	139.00
VEK ACCPOE60W	VEK PoE++ (802.3bt-2018) Injector, GigE	Each	MFG	4	149.00	596.00
	SOFTWARE LICENSES					

Notes:

Subtotal:
 Estimated Freight:
 Total: ****Continued****

***** Quote is valid for 10 days due to supply chain and market variability *****



**SURVEILLANCE
SYSTEMS INCORPORATED**

4465 Granite Dr #700, Rocklin, CA 95677

Phone: 800.508.6981 916.771.7272 Fax: 916.771.7297

Quote No.: 20-00113417

Quote Date: 1/16/2024

Page: 4

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Customer ID C1001307
SalesPerson MASEN FLOWERS

Item No.	Description	Unit	Location	Quantity	Unit Price	Total Price
VEK LIC10Y	SOFTWARE, LICENSE, 10 YEAR IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT B, ATTACHED HERETO AND INCORPORATED HEREIN.	Each	MFG	7	1,080.00	7,560.00
VEK LICCH5210Y	LICENSE,CH52,10YR,MULTI-SENSOR CAMERA	CUSTOM KIT	MFG	4	3,240.00	12,960.00
	CABLE MATERIALS					
W/P 254246BL	1000' CAT6 PLN BLUE CBL	Each	MFG	4	289.00	1,156.00
SSI 31D0580HD	CAT6 RJ45 CON SOL&STR 100 PCS	Each	MFG	2	40.00	80.00
	TAX					
SSI TAX	SALES TAX	Each	MFG	1	11,440.69	11,440.69

Notes:

Subtotal:
Estimated Freight:
Total: ****Continued****

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Quote No.: 20-00113417
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Page: 5

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Customer ID C1001307
SalesPerson MASEN FLOWERS

Item No.	Description	Unit	Location	Quantity	Unit Price	Total Price
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Notes:

Subtotal:	209,515.69
Estimated Freight:	0.00
Total:	209,515.69

***** Quote is valid for 10 days due to supply chain and market variability *****

The total price may not reflect all amounts due, including; payment card processing fees (+/-2.9%), applicable taxes, and other miscellaneous related charges. Freight amounts may vary based upon final shipper amount. All prices and fees are subject to change without notice.

Surveillance Systems Integration, Inc. dba Surveillance Systems Incorporated
Exhibit B
End User Agreement

Last Updated November 8, 2023

This End User Agreement (“**Agreement**”) is entered into by and between Verkada Inc. (“**Verkada**”) and you, the end customer and user (“**Customer**”) of our Products (as defined below), either in connection with a purchase of the Products or use of the Products for evaluation purposes as part of a free trial. Customer is under no obligation to purchase the evaluation Products used in a trial but will be invoiced for Products not purchased or returned following the expiration of the trial period.

By accepting this Agreement, whether by clicking a box indicating its acceptance, navigating through a login page where a link to this Agreement is provided, executing a Purchase Order that references this Agreement, or providing another form of electronic acceptance, Customer agrees to be bound by its terms. If Customer and Verkada have executed a written agreement governing Customer’s access to and use of the Products, then the terms of such signed agreement will govern and will supersede this Agreement.

This Agreement is effective between Verkada and the Customer as of the earlier of the date that Customer accepts the terms of this Agreement as indicated above or first accesses or uses any of the Products (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) Customer’s continued use of the Products.

Verkada and Customer hereby agree as follows.

1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

“**Customer Data**” means all data provided by Customer to Verkada by means of the Products. Customer Data does not include System Data (defined below).

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

“**DPA**” means the Data Processing Addendum available at www.verkada.com/support/dpa/ or other negotiated data protection agreement, entered into between Verkada and Customer.

“**Firmware**” means the software developed and maintained by Verkada that is stored on the Hardware and enables the basic functioning of the Hardware and its communication with the Hosted Software.

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

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

“**License**” has the meaning ascribed to it in [Section 2.1](#).

“**License Term**” means the length of time indicated in the License SKU set forth on the applicable Purchase Order.

“**Partner**” means a third-party authorized by Verkada to resell the Products, to whom Customer has delivered an ordering document for such Products.

“**Product Feature(s)**” means a unique feature set within the Hosted Software that is identified by a particular stock keeping unit (SKU) on a Purchase Order.

“**Products**” means, collectively, the Software, Hardware, Product Features, Documentation, and all modifications, updates, and upgrades thereto and derivative works thereof.

“**Purchase Order**” means each order document submitted to Verkada by a Partner on behalf of Customer, and accepted by Verkada, indicating Partner’s firm commitment to purchase the Products and for the prices set forth thereon.

“**Service Level Agreement**” means the Service Level Agreement set forth on [Exhibit A](#) hereto.

“**Software**” means the Firmware and Hosted Software.

“**Support**” means the technical support services and resources available at www.verkada.com/support.

“**System Data**” means configuration information, log and event data, Product performance data, and statistics regarding Customer’s use of the Products.

“**Users**” means employees of Customer, or other third parties, each of whom are authorized by Customer to use the Products on Customer’s behalf.

2. LICENSE AND RESTRICTIONS

2.1. License to Customer. Subject to the terms of this Agreement, Verkada grants Customer a royalty-free, nonexclusive, transferable (subject to [Section 12](#)) worldwide right during each License Term to use the Software, subject to the terms of this Agreement (“**License**”). Customer must purchase one or more Licenses to use the Software for at least the number and type of Hardware units and/or Product Features that the customer manages by means of the Software (collectively, “**Valid Licensing**”); however Customer may authorize an unlimited number of Users to access and use the Software. If Customer purchases additional Licenses, either in connection with the purchase of additional Hardware units or renewal of Licenses for existing Hardware units, the overall License Term will be modified such that the License Term for all Licenses purchased will expire and terminate on the same date. If Customer does not maintain Valid Licensing, then (i) Customer will have limited or no access to Customer Data, Product Features, and the Software, and (ii) the Hardware will not function as designed. If Customer purchases the Monitoring Services (as defined on Exhibit B, the “**Alarms Addendum**”), the use of the Products in connection with the Monitoring Services will be subject to the terms of the Alarms Addendum.

2.2. License to Verkada. During the License Term, Customer will transfer Customer Data to Verkada while using the Products. Customer grants Verkada a non-exclusive right and license to use, reproduce, modify, store, and process Customer Data solely to maintain the Products and provide them to Customer. Customer represents and warrants that it possesses the necessary rights and authority to grant Verkada the rights set forth in this Section 2.2 with respect to Customer Data.

2.3. Restrictions. Customer will not: (i) use (or allow a third party to use) the Products for any competitive purposes (other than for routine product comparison purposes), including monitoring or testing their availability, security, performance, or functionality, in each case without Verkada’s express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, tamper with the Hardware, or copy

the Products or any of their components; or (iv) use the Products to conduct any fraudulent, malicious, or illegal activities or otherwise in contravention of any applicable laws or regulations (each of (i) through (iv), a “**Prohibited Use**”).

3. COURTESY RETURNS; **HARDWARE WARRANTY AND WARRANTY RETURNS**

3.1. Courtesy Returns. Customer may return up to \$250,000 worth of Products (as reflected in the net price set forth on one or more Purchase Order(s)) for any reason within the 30-day period starting on the shipment date of such Products (a “**Courtesy Return**”). To initiate a Courtesy Return, Customer must send a request for a Courtesy Return by email within such 30-day period either to (a) the Partner that submitted the Purchase Order(s) for the Products to be returned or (b) the Verkada sales representative responsible for Customer’s account, and include the serial numbers of the Products to be returned.

3.2. Hardware Warranty. Verkada represents to the original purchaser and user of the Hardware that, for the period set forth in the applicable Documentation from the date of shipment to the location specified on the Purchase Order, the Hardware will be substantially free of defects in materials and workmanship (“**Hardware Warranty**”).

3.3. Remedy for Breach of Hardware Warranty. Customer’s sole and exclusive remedy and Verkada’s (and its suppliers’ and licensors’) sole and exclusive liability for a breach of the Hardware Warranty will be, in Verkada’s sole discretion, to replace the non-conforming Hardware. Replacement may be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Verkada may replace the Hardware unit with a similar product of similar function. Any Hardware unit that has been replaced under the Hardware Warranty will be covered by the terms of the Hardware Warranty for the longer of (a) 90 days from the date of the delivery, or (b) the remainder of the original Hardware Warranty period. Customer’s engaging in a Prohibited Use serves to void the Hardware Warranty.

3.4. Warranty Returns. To request a return under the Hardware Warranty, Customer must notify Verkada or the Partner within the Hardware Warranty period. To initiate a return directly to Verkada, Customer must send a return request to Verkada at support@verkada.com and clearly state details on where and when Customer purchased the Hardware, the serial numbers of the applicable Hardware unit(s), Customer’s reason for returning the Hardware, and Customer’s name, mailing address, email address, and daytime phone number. If approved, Verkada will provide Customer with a Return Materials Authorization (“**RMA**”) and prepaid shipping label via email that must be included with Customer’s return shipment to Verkada. Customer must return the Hardware unit(s) listed in the RMA with all included accessories with the RMA within the 14 days following the day on which Verkada issued the RMA.

4. VERKADA OBLIGATIONS

4.1. General. Verkada is responsible for providing the Products in conformance with this Agreement, the Purchase Order(s), and applicable Documentation.

4.2. Availability. Verkada uses its best efforts to ensure that the Hosted Software is available in accordance with the terms of the Service Level Agreement, which sets forth Customer's remedies for any interruptions in the availability of the Hosted Software.

4.3. Support. If Customer experiences any errors, bugs, or other issues in its use of the Products, then Verkada will provide Support in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the License. As part of a Support case, Customer may grant access, in its sole discretion, to a member of Verkada's Support team through functionality provided in the Hosted Software for a length of time determined by Customer.

4.4. Maintenance. Verkada will use commercially reasonable efforts to maintain the Products and implement updates, upgrades, and fixes as necessary to meet its obligations under this Agreement.

5. CUSTOMER OBLIGATIONS

5.1. Payment; Compliance. Customer is responsible for paying Partner for the Products pursuant to Partner's invoice(s). In the event Customer is delinquent on fees, Verkada may pursue payment directly from Customer if Partner is unable to or chooses not to pursue such fees itself. Customer will use the Products only in accordance with the Documentation and in compliance with all applicable laws, including procurement and maintenance of any applicable licenses and permits. Customer will ensure that none of the Products are directly or indirectly exported, re-exported, or used to provide services in violation of the export laws and regulations of the United States or any other country. If Customer operates in a regulated industry, Customer represents that it has obtained all necessary local and state licenses and/or permits necessary to operate its business and is in compliance (and will use its best efforts to remain in compliance) with all local, state, and (if applicable) federal regulations regarding the conduct of its business. Verkada reserves the right to suspend use of any Products operating in violation of the obligations of this Section 5.1, following written notice to Customer.

5.2. Account Administration. Customer is responsible for identifying one or more individuals within Customer's organization who will act as administrator(s) of Customer's account. Such person(s) will be responsible for, among other things, monitoring and managing access privileges of other Users. Customer is also responsible for verifying, including ensuring that any third-party installer verify, that all Hardware Products purchased are properly claimed into Customer's

account within the Hosted Software prior to installation, as more fully set forth in the Documentation.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement will commence on the Effective Date and will continue for so long as Customer maintains any active Licenses.

6.2. Termination for Cause. Either party may terminate this Agreement, and Verkada may suspend Customer's access to the Hosted Software, for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of the 30-day period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For purposes of clarity, a material breach of the Agreement includes Customer's failure to purchase and/or maintain a sufficient number of Licenses, as required by **Section 2.1**.

6.3. Effect of Termination. If Customer terminates this Agreement in accordance with **Section 6.2**, then Verkada will refund Customer a pro rata portion of any prepaid fees allocable to the remaining License Term. The following provisions will survive any expiration or termination of the Agreement: **Sections 7, 9, 10, 11, and 12**, and any other provisions that, by their nature, would reasonably be considered intended to survive.

7. CONFIDENTIALITY

7.1. Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") constitutes the Disclosing Party's confidential and proprietary information ("**Confidential Information**"). Verkada's Confidential Information includes the Products and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is: (i) already known by the receiving party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

7.2. Confidentiality Obligations. Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with the same standard of care as the Receiving Party uses or

would use to protect its own Confidential Information, but in no event will the Receiving Party use less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a "**Representative**"). Each party shall be responsible for any breach of confidentiality by any of its Representatives.

7.3. Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

8. DATA PROTECTION

Verkada secures the Software and Customer Data in accordance with the security practices available at www.verkada.com/trust/security-controls. Verkada will process all Customer Data in accordance with the DPA.

9. OWNERSHIP

9.1. Verkada Property. Verkada owns and retains all right, title, and interest in and to the Software, the System Data, and all intellectual property embodied in the Hardware and accessories. Except for the limited license granted to Customer in **Section 2.1**, Verkada does not by means of this Agreement or otherwise transfer any rights in the Products to Customer, and Customer will take no action inconsistent with Verkada's intellectual property rights in the Products.

9.2. Customer Property. Customer owns and retains all right, title, and interest in and to the Customer Data and does not by means this Agreement or otherwise transfer any rights in the Customer Data to Verkada, except for the limited license set forth in **Section 2.2**.

10. INDEMNIFICATION

10.1. By Verkada. Verkada will indemnify, defend, and hold Customer, its affiliates, and their respective owners, directors, members, officers, and employees (collectively, "**Customer Indemnitees**") harmless from and against any claim, action, demand, suit or proceeding (each, a

“**Claim**”), and the attorneys’ fees and court and investigative costs of Customer Indemnitees, made or brought by a third party against any of the Customer Indemnitees alleging that Customer’s use of the Products infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party.

Verkada will pay any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Customer (i) gives Verkada prompt written notice of the Claim, (ii) gives Verkada sole control of the defense and settlement of the Claim (provided that Verkada may not settle any Claim without the Customer Indemnitee’s written consent, which will not be unreasonably withheld), and (iii) provides to Verkada all reasonable assistance, at Verkada’s request and expense.

If Customer’s right to use the Products hereunder is, or in Verkada’s opinion is likely to be, enjoined as the result of a Claim, then Verkada may, at Verkada’s sole option and expense procure for Customer the right to continue using the Products under the terms of this Agreement, or replace or modify the Products so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Products.

Verkada will have no indemnification obligations under this Section 10.1 to the extent that a Claim is based on or arises from: (a) use of the Products in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Products except as expressly authorized by Verkada; (c) the combination of the Products with any other software, product, or services (to the extent that the alleged infringement arises from such combination); or (d) where the Claim arises out of specifications provided by Customer. This Section 10.1 sets forth Verkada’s sole and exclusive liability, and Customer’s exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

10.2. By Customer. Customer will indemnify, defend, and hold harmless Verkada, its affiliates, and their respective owners, directors, members, officers, and employees (together, the “**Verkada Indemnitees**”) from and against any Claim, and the attorneys’ fees and court and investigative costs of Verkada Indemnitees, related to: (a) Customer or its Users engaging in a Prohibited Use; and (b) Customer’s indemnity obligation under the Alarms Addendum set forth in Exhibit B hereto (if any). Customer will pay any settlement of and any damages finally awarded against any Verkada Indemnitee by a court of competent jurisdiction as a result of any such Claim so long as Verkada (i) gives Customer prompt written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Verkada’s prior written consent which will not be unreasonably withheld), and (iii) provides to Customer all reasonable assistance, at Customer’s request and expense.

11. LIMITATIONS OF LIABILITY

11.1. Disclaimer. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, VERKADA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE PRODUCTS, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, INCLUDING UPDATES OR SUPPORT. WITHOUT LIMITING THE FOREGOING, VERKADA HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. VERKADA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

11.2. No Consequential Damages. NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

11.3. Direct Damages Cap. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND UNCAPPED CLAIMS, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE USE OF THE PRODUCTS UNDER THIS AGREEMENT DURING THE 24-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY.

11.4. Excluded Claims Cap. "**Excluded Claims**" means any claim and/or liability associated with: (a) both party's indemnification obligations in Section 10; (b) any breach by Verkada of

the DPA, [Section 8](#) (Data Protection), or other data privacy and security obligations. Each party's total, cumulative liability for all Excluded Claims will not exceed two (2) times the total amount paid or payable by Customer for use of the Products under this Agreement during the Term.

11.5. [Uncapped Claims](#). "**Uncapped Claims**" means any claim or liability associated with: (a) Customer's breach of [Section 2.2](#) (License to Customer Data), [Section 5.1](#) (Compliance), and [Section 3 of Exhibit B](#) (Customer Obligations) (if applicable); (b) either Party's breach of confidentiality (but not relating to any liability associated with Verkada's security obligations with respect to Customer Data which remains subject to the Excluded Claims cap); or (c) any liability of a Party which cannot be limited under applicable law, including gross negligence, recklessness, or intentional misconduct.

12. MISCELLANEOUS

This Agreement is the entire agreement between Customer and Verkada and supersedes all prior agreements and understandings concerning the subject matter hereof. Customer and Verkada are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Verkada. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the laws of California without reference to conflicts of law rules. Any notice provided by one party to the other under this Agreement will be in writing and sent either (i) by overnight courier or certified mail (receipt requested), in the case of Customer to Customer's address on record in Verkada's account information and in the case of Verkada, to 406 E. 3rd Ave., San Mateo, CA 94401, or (ii) by electronic mail to Customer's email address on record in Verkada's account information or to Verkada at legal@verkada.com. If any provision of this Agreement is found unenforceable, the Agreement will be construed as if such provision had not been included. 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. In the event of an assignment by Customer in connection with an acquisition of Customer or a sale of all or substantially all of Customer's assets, Customer's License may be transferred to the party acquiring Customer or purchasing all or substantially all of its assets, subject to Verkada's prior written consent, such consent not to be unreasonably withheld.

A party will not be liable for any failure to perform caused by circumstances beyond its reasonable control which would otherwise make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, pandemics, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation (each, a "**Force Majeure Event**"). If a Force Majeure Event lasts longer than five (5) business days, the parties will meet to determine if performance under the Agreement can resume as agreed. If the parties cannot agree, then Verkada may terminate the applicable Purchase Order or this Agreement.

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 will be responsible for paying any arbitration fees in accordance with the foregoing rules, and the award rendered by the arbitrator may include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. 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.

EXHIBIT A

The Service Level Agreement is available at <https://www.verkada.com/support/sla/>.

EXHIBIT B

Alarms Addendum

This "**Alarms Addendum**" sets forth the terms applicable to Customer's use of the Monitoring Services (as defined below).

1. **Certain Definitions.**

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

b. "**Call Center**(s)" means a central monitoring station that receives and responds to an Alarm for Customer as more fully set forth below.

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

d. “**First Responder(s)**” means the entity (e.g., fire department, police department) that is contacted by the Call Center to respond to an Alarm received at the Call Center.

e. “**Monitoring Services**” means the automated Alarm transmission functionality enabled by the Software that, when triggered, transmits an Alarm to the Call Center for a response, as more fully described in the Documentation. The Monitoring Services are deemed to be a Product under the Agreement.

2. Monitoring Services.

a. In order to use the Monitoring Services, Customer must: (i) purchase a License for each location at which Monitoring Services will be provided (a “**Monitoring License**”); and (ii) enable the “Emergency Dispatch” toggle within the Hosted Software, as more fully described in the Documentation.

b. For each Alarm transmitted through the Hosted Software, the Call Center will respond in accordance with its internal operating procedures, and only if warranted in the sole discretion of the Call Center. Not all Alarms require notification to First Responders. If the video verification settings are set to ‘Normal Mode’ (as described in the Documentation), the Call Center may not notify the individuals on the Call List if it is unable to determine a threat to person or property, including because Call Center cannot discern a threat from the video provided or it is unable to access video of the trigger event. Once dispatched, the Call Center may be unable to recall First Responders.

c. In the event of notification to Customer, the Call Center will call the person(s) named in the Call List, in the order set by Customer. Receipt by Customer of any form of notification provided by the Call Center pursuant to the Call List, is deemed compliance with the notification obligation hereunder, which notice may include SMS or voice mail message.

d. If video or audio Alarms are received at the Call Center, the Call Center will monitor such video or sound in accordance with its internal operating procedures, and for so long as the Call Center, in its sole discretion, deems appropriate.

3. Customer’s Obligations.

a. Customer (or a properly licensed installer selected by Customer) is responsible for installation (including the design of such installation), maintenance, service, repair, inspection and testing of the Products. Once installed, it is Customer’s responsibility (or a properly licensed installer selected by Customer) to configure its Products in order to enable the Monitoring Services,

including by creating and maintaining appropriate Trigger and Response Actions via the Hosted Software (i.e., by creating an “Alarm Address” within Customer’s account in the Hosted Software and configuring it in Customer’s discretion). Monitoring Services will be provided only if the Hardware Products have been configured to transmit Alarms to the Call Center by means of the foregoing.

b. Customer is responsible, at Customer’s sole expense, for supplying all systems, and incidental functionality (e.g., high-speed Internet access, IP Address and or wireless services, all 110 Volt AC power), necessary to operate the Products at Customer’s premises.

c. Once delivered, the Hardware Products are in the possession and control of Customer, and it is Customer’s sole responsibility to regularly test the operation of its Products. Verkada does not design installations, install, inspect, maintain, service, repair, or test Products for Customers.

d. Customer is responsible for obtaining and maintaining all licenses, registration and permits for the Products and Monitoring Services, including those required by the Customer’s local government, necessary to use the Products as contemplated under this Alarms Addendum in compliance with applicable laws and regulations.

4. Monitoring Services Exclusions.

a. Except for the systems under its control that Verkada uses to make the Hosted Software available, Alarms are transmitted over third party communication networks beyond the control of Verkada and are not maintained by Verkada. Verkada will not be responsible for any failure by such third-party networks which prevents transmission of Alarms from reaching the Call Center or any damages arising therefrom.

b. Verkada will have no liability for permit fees, false alarms, false alarm fines, the manner in which First Responders respond, any response delays caused by the First Responders, the failure of First Responders to respond, or the manner in which Alarms are handled by the Call Centers or First Responders.

c. Verkada makes no representation that any aspect of the Products meets code requirements or constitute an alarm system, burglar alarm system, fire alarm system, CCTV system, access control system or other electronic security system, as those terms are defined under the applicable laws of the jurisdictions in which Customer uses the Products.

d. Verkada is not a Call Center and does not provide the services of 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 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 Customer's premise via a third-party network to a Call Center for response. The Customer is not contracting with Verkada to provide the services of the Call Center. Verkada and the Call Center are independent and unrelated entities, and there is no subcontractor, employer or employee, master or servant, joint venture, partnership, or contractual relationship between them.

5. Suspension & Termination.

Verkada may, without prior notice, suspend or terminate the Monitoring Services, in Verkada's sole discretion, in the event of: (a) a Force Majeure Event which renders any aspect of the Monitoring Services inoperable or impractical; (b) Customer defaults in its performance obligations under the Agreement or use of the Products in a manner that violates any applicable law or any third party right of privacy; (c) Call Center's facilities or communication networks are nonoperational; (d) Customer causes the Products to transmit excessive false alarms, runaway signals, or otherwise unreasonably overburdens either Verkada's systems or the Call Center's systems; or (e) Customer fails to provide accurate information within the Call List or fails to properly update the Call List.

6. No Representations or Warranties.

Verkada makes no representation or warranty, whether express or implied, that the Products including 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 Products will in all cases provide the protection for which they are installed or intended. Monitoring Services are not error-free. Verkada is not an insurer, and Customer assumes all risk for loss or damage to Customer's premises, contents, business interruption, or persons on or around the premises. Customer's sole remedy for Verkada's breach of this Exhibit B is to require Verkada to replace the non-operational Products as set forth in Section 3.2 of the Agreement.

THE ABOVE EXCLUSIONS WILL NOT APPLY, IF THE GOVERNING LAW WHERE THE CUSTOMER'S PREMISE IS LOCATED PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES.

7. Indemnity.

In addition to Section 10.2 of the Agreement, to the fullest extent permitted by governing law, Customer will indemnify, defend, and hold harmless Verkada Indemnitees from and against any Claim (including reasonable attorney's fees, court costs, fees associated with investigations, or fees or fines relating to permits or false alarms) arising from Customer's use of the Monitoring Services or its performance, or failure to perform, its obligations under this Exhibit B.

8. Exculpatory Clause.

a. To the fullest extent permitted by governing law, Verkada will not be liable for any loss or damage sustained by Customer caused or contributed by the performance, or failure of performance, of the Monitoring Services under this Exhibit B, even if caused or contributed by any negligence of any kind or degree of the Call Center, Verkada, or any other third-party, except for Verkada's gross negligence in states that do not permit the exculpation of liability for gross negligence, recklessness and willful misconduct.

b. IN THE EVENT THAT THE EXCULPATORY CLAUSE IS NOT ENFORCEABLE UNDER THE GOVERNING LAW WHERE THE CUSTOMER'S PREMISES IS LOCATED, THE LIMITATIONS OF LIABILITY IN SECTION 11 OF THE AGREEMENT SHALL GOVERN AND CONTROL.

9. Insurance.

Customer must maintain a policy of General Liability and Property Insurance for liability, casualty, fire, theft, and property damage and, upon request, will ensure that Verkada is named as additional insured, and which shall on a primary and non-contributing basis cover any loss or damage related to Customer's use of the Products. Customer assumes all potential risk and damage that may arise by reason of failure of the Products, and Customer will look to its own insurance carrier for any loss or assume the risk of loss. Verkada will not be responsible for any portion of any loss or damage which is recovered or recoverable by Customer from insurance covering such loss or damage or for such loss or damage against which Customer is indemnified or insured. Customer and all those claiming rights under Customer policies waive all rights against Verkada and its subcontractors for loss or damages caused by perils intended to be detected by the Products or covered by insurance to be obtained by Customer, except such rights as Customer or others may have to the proceeds of insurance.

10. Conflict Resolution.

In the event of any conflict, discrepancy, or inconsistency between the terms of the Agreement and this Exhibit B, the terms of this Exhibit B will govern and control.

Service Level Standards

Service Levels

Verkada will use commercially reasonable efforts to make the Platform available 99.99% or more of the time during any calendar month. Subject to the exclusions set forth below, an outage will be defined as any time when the Platform are not available due to a cause within the control of Verkada. The availability standard does not apply to any feature of the Platform that Verkada identifies as a “beta” feature or service.

Service Credits

If Verkada fails to achieve the availability percentage above, Company will be eligible to receive a credit (“**Service Credit**”) calculated as a certain number of days added to the end of your paid Subscription Period. The Service Credits increase is based on the amount of aggregate outage as set forth below.

Service Availability	Service Credit
Less than 99.99%	3 days
Less than 99.9%	7 days
Less than 99%	15 days
Less than 90%	30 days

Service Credits are non-transferable. To receive a Service Credit, Company must contact Verkada in writing within 30 days following the outage and demonstrate to Verkada’s reasonable satisfaction that Company’s use of the Platform was adversely affected as a result of the outage.

Exclusions

Verkada does not include in its calculation of downtime any time the Platform is not provided due to:

- Planned maintenance windows where notice of planned unavailability has been given, via the Platform, at least two business days prior to the outage, unless in the case of emergency changes;
- Force Majeure Events;
- Actions or inactions on Company's part;
- Events arising from Company's systems or any Company websites;
- ISP or Internet outages outside of Verkada's control; or
- Outages reasonably deemed necessary by Verkada.

Sole Remedy

Notwithstanding any terms to the contrary in the End User Agreement, the Service Credits are Company's sole and exclusive remedy for any outage of the Platform.

DATA PROCESSING ADDENDUM

Last Updated Dec. 15, 2022

This Data Processing Addendum including all of its Annexes (this "**Addendum**") supplements and forms part of the End User Agreement accepted by Customer on or about the date hereof (the "**Agreement**") by and between Verkada Inc. ("**Verkada**") and the Customer identified therein ("**Customer**", and together with Verkada, the "**Parties**"). All capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Agreement.

Verkada reserves the right to modify or update the terms of this Addendum 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) Customer's continued use of the Products.

Customer has purchased a subscription to the Software pursuant to the Agreement that involves the Processing of Personal Data subject to Data Protection Laws.

In the provision of the Software by Verkada to Customer pursuant to the Agreement, Customer acts as Controller and Verkada acts as Processor or Service Provider with respect to the Personal Data, or, as the case may be, Customer acts as a Processor for its end user customers including such end user customers' affiliated companies (as ultimate Controllers) and Verkada will act as a sub-Processor acting on the instruction of the Customer vis-a-vis its end user customers.

The parties agree as follows:

1. **Definitions.** Unless otherwise defined in the Agreement, all capitalized terms used in this Addendum will have the meanings given to them herein or in applicable Data Protection Laws.

“**Controller**” means the entity or Business which solely or jointly with other entities determines the purposes and means of the Processing of Personal Data, and for the purposes of this Addendum means Customer, including when acting on behalf of its own end user customer.

“**Data Breach**” has the meaning given to it in the Data Protection Laws and for the purpose of this Addendum relates to the personal data Processed by Verkada on behalf of Customer.

“**Data Protection Laws**” means to the extent applicable to Customer’s use of the Software, all applicable data protection and privacy laws, their implementing regulations, regulatory guidance, and secondary legislation, each as updated or replaced from time to time, including, as they may apply: (i) the General Data Protection Regulation ((EU) 2016/679) (the “**GDPR**”) and any applicable national implementing laws; (ii) the UK General Data Protection Regulation (“**UK GDPR**”) and the UK Data Protection Act 2018; (iii) U.S. legislation (e.g., the California Consumer Privacy Act and the California Privacy Rights Act); and (iv) any other laws that may be applicable.

“**Data Subject**” means the identified or identifiable person to whom the Personal Data relates, as defined in applicable Data Protection Laws.

“**EEA**” means the European Economic Area.

“**EU Standard Contractual Clauses**” or “**EU SCCs**” or “**Clauses**” means the standard data protection clauses for the transfer of Personal Data to processors established in third countries, as described in Article 46 of the EU GDPR pursuant to the European Commission’s decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses, as approved by the European Commission in the European Commission’s Implementing Decision 2021/914/EU of 4 June 2021, as each may be amended, updated, or replaced from time to time.

“**Personal Data**” has the meaning given to it in the Data Protection Laws, and for the purpose of this Addendum relates to the personal data Processed by Verkada on behalf of Customer as described in Section 3.

“**Processing**” has the meaning given to it in the Data Protection Laws and “process”, “processes” and “processed” will be construed accordingly.

“**Processor**” means the entity or Service Provider which Processes Personal Data on behalf of the Controller, as defined in applicable Data Protection Laws and for the purposes of this Addendum means Verkada.

2. **Compliance with Laws.** Each party will comply with the Data Protection Laws as applicable to it. In particular, Customer will comply with its obligations as Controller (or on behalf of Controller), and Verkada will comply with its obligations as Processor.

3. **Data Processing.**

- a. **Roles of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Personal Data, where such terms are used by applicable Data Protection Laws, (i) the Customer is the Controller, (ii) Verkada is the Processor or Service Provider and that (iii) the Processor may engage sub-Processors or other Service Providers pursuant to the requirements set forth in Section 10 below.
- b. **Customer Obligations.**
 - a. Customer (as Controller or on behalf of the ultimate Controller) undertakes that all instructions for the Processing of Personal Data under the Agreement or this Addendum or as otherwise agreed will comply with the Data Protection Laws, and such instructions will not in any way cause Verkada to be in breach of any Data Protection Laws.
 - b. The Customer will have sole responsibility for the means by which the Customer acquired the Personal Data.
- c. **Verkada's Processing of Personal Data.**
 - a. Verkada will Process Personal Data only in accordance with Customer's (i) instructions as outlined in the Agreement and this Addendum or (ii) as otherwise documented by Customer, in either event only as permitted by applicable Data Protection Laws and for purpose of providing the Products to Customer in accordance with the terms of the Agreement.
 - b. Unless prohibited by applicable law, Verkada will notify Customer if, in its opinion, an instruction infringes any Data Protection Law to which it is subject, in which case Verkada will be entitled to suspend performance of such instruction without any kind of liability towards the Customer, until Customer confirms in writing that such instruction is valid under such Data Protection Law. Any additional instructions regarding the manner in which Verkada Processes the Personal Data will require prior written agreement between Verkada and Customer.
 - c. Verkada will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of the Processor, to the extent that such act or omission is a result of the Customer's instructions.
 - d. Verkada will not disclose Personal Data to any government, except as necessary to comply with applicable law or a valid and binding order of a law enforcement agency (such as a subpoena or court order). If Verkada receives a binding order from a law enforcement agency for Personal

Data, Verkada will notify Customer of the request it has received so long as Verkada is not legally prohibited from doing so.

- e. Where Verkada acts as Customer's Service Provider, Verkada shall not:
 - (i) sell Personal Data; (ii) collect, retain, use, or disclose Personal Data (a) for any purpose other than providing the Products specified in the Agreement and this Addendum or (b) outside of the direct business relationship between Verkada and Customer; or (iii) combine this Personal Data with Personal Data that Processor obtains from other sources except as permitted by applicable Data Protection Laws. Verkada certifies that it understands the prohibitions outlined in this Section 3(c)(v) and will comply with them.
 - f. Verkada will take reasonable steps to ensure that individuals with access to or involved in the Processing of Personal Data are subject to appropriate confidentiality obligations and/or are bound by related obligations under Data Protection Laws or other applicable laws.
- d. The duration of the Processing, the nature and specific purposes of the Processing, the types of Personal Data Processed, and categories of Data Subjects under this Addendum are further specified in the Annexes to this Addendum and, on a more general level, in the Agreement.
4. **Transfers of Personal Data.** Verkada shall transfer Personal Data between jurisdictions as a Data Processor in accordance with applicable Data Protection Laws, including as relevant provisions of this Section 4.
- a. Transfers of Personal Data Outside the EEA.
 - a. Transfers to countries that offer adequate level of data protection. Personal Data may be transferred from EEA to other jurisdictions where such jurisdictions are deemed to provide an adequate level of data protection under applicable Data Protection Laws.
 - b. Transfers to other third countries. If the Processing of Personal Data includes transfers from EEA/EU Member States to countries outside the EEA/EU which have not been deemed adequate under applicable Data Protection Laws, the parties' EU Standard Contractual Clauses are hereby incorporated into and form part of this Addendum. The Parties agree to include the optional Clause 7 (Docking clause) to the EU SCCs incorporated into this Addendum. With regards to clauses 8 to 18 of the EU SCCs, the different modules and options will apply as follows:
 - a. Module Two shall apply.

- b. The Option within Clause 11(a) of the EU SCCs, providing for the optional use of an independent dispute resolution body, is not selected.
 - c. The Options and information required for Clauses 17 and 18 of the EU SCCs, covering governing law and jurisdiction, are outlined in Section 13 of this Addendum.
 - d. Option 2 within Clause 9(a) of the EU SCCs, covering authorization for sub-processors, is selected, as discussed within Section 10 of this Addendum.
- b. Transfers of Personal Data Outside Switzerland. If Personal Data is transferred from Switzerland in a manner that would trigger obligations under the Federal Act on Data Protection of Switzerland (“**FADP**”), the EU SCCs shall apply to such transfers and shall be deemed to be modified in a manner to that incorporates relevant references and definitions that would render such EU SCCs an adequate tool for such transfers under the FADP.
- c. Transfers of Personal Data Outside the UK. If Personal Data is transferred in a manner that would trigger obligations under UK GDPR, the parties agree that **Annex IV** shall apply.
- d. Annexes. This Addendum and its Annexes, together with the Agreement, including as relevant applicable Clauses, serve as a binding contract that sets out the subject matter, duration, nature, and purpose of the Processing, the type of Personal Data and categories of data subjects as well as the obligations and rights of the Controller. Verkada may execute relevant contractual addenda, including as relevant the EU SCCs (Module 3) with any relevant Subprocessor (as hereinafter defined, including Affiliates). Unless Verkada notifies Customer to the contrary, if the European Commission subsequently amends the EU SCCs at a later date, such amended terms will supersede and replace any EU SCCs executed between the parties.
- e. Alternative Data Export Solution. The parties agree that the data export solutions identified in this Section 4 will not apply if and to the extent that Customer adopts an alternative data export solution for the lawful transfer of Personal Data (as recognized under applicable Data Protection Laws), in which event, Customer shall reasonably cooperate with Verkada to implement such solution and such alternative data export solution will apply instead (but solely to the extent such alternative data export solution extends to the territories to which Personal Data is transferred under this Addendum).
- f. Customer shall be responsible for obligations corresponding to Data Controllers under Data Protection Laws

5. **Technical and Organizational Measures.** Verkada will implement appropriate technical and organizational measures to ensure a level of security of Personal Data appropriate to the risk, as further described in **Annex II** to this Addendum. In assessing the appropriate level of security, Verkada will take into account the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.
6. **Data Subjects rights.** Verkada will assist Customer in responding to Data Subjects' requests exercising their rights under the Data Protection Laws. To that effect, Verkada will (i) to the extent permitted by applicable law, promptly notify Customer of any request received directly from Data Subjects to access, correct or delete its Personal Data without responding to that request, and (ii) upon written request from Customer, provide Customer with information that Verkada has available to reasonably assist Customer in fulfilling its obligations to respond to Data Subjects exercising their rights under the Data Protection Laws.
7. **Data Protection Impact Assessments.** If Customer is required under the Data Protection Laws to conduct a Data Protection Impact Assessment, then upon written request from Customer, Verkada will use commercially reasonable efforts to assist in the fulfilment of Customer's obligation as related to its use of the Products, to the extent Customer does not otherwise have access to the relevant information. If required under Data Protection Laws, Verkada will provide reasonable assistance to Customer in the cooperation or prior consultation with Data Protection Authorities in relation to any applicable Data Protection Impact Assessment.
8. **Audit of Technical and Organizational Measures.** Verkada will make available all information necessary to demonstrate its compliance with data protection policies and procedures implemented as part of the Products. To this end, upon written request (not more than once annually) Customer may, at its sole cost and expense, verify Verkada's compliance with its data protection obligations as specified in this Addendum by: (i) submitting a security assessment questionnaire to Verkada; and (ii) if Customer is not satisfied with Verkada's responses to the questionnaire, then Customer may conduct an audit in the form of meetings with Verkada's information security experts upon a mutually agreeable date. Such interviews will be conducted with a minimum of disruption to Verkada's normal business operations and subject always to Verkada's agreement on scope and timings. Such audit will be performed during normal business hours, in such a manner as not to unreasonably disrupt normal business operations, and in no event will take place over the course of more than two business days. The Customer may perform the verification described above by itself or through a mutually agreed upon third party auditor, so long as Customer or its authorized auditor executes a mutually agreed upon non-disclosure agreement. Customer will be responsible for any actions taken by its authorized auditor. All information disclosed by Verkada under this Section 8 will be deemed Verkada's Confidential Information, and Customer will not disclose any

audit report to any third party except as obligated by law, court order or administrative order by a government agency. Verkada will remediate any mutually agreed, material deficiencies in its technical and organizational measures identified by the audit procedures described in this Section 8 within a mutually agreeable timeframe.

9. **Breach notification.** If Verkada becomes aware of a Data Breach, then Verkada will notify the Customer without undue delay after becoming aware of such Data Breach, will co-operate with the Customer, and will take commercially reasonable steps to investigate, mitigate, and remediate such Data Breach. Verkada will provide all reasonably required support and cooperation necessary to enable Customer to comply with its legal obligations pursuant applicable Data Protection Laws.
10. **Sub-processing.**
 - a. Customer agrees that Verkada may engage either Verkada affiliated companies or third-party providers as sub-Processors under the Agreement and this Addendum (“**Subprocessors**”) and hereby authorizes Verkada to engage such Subprocessors in providing the Products to Customer. Verkada will restrict the Processing activities performed by Subprocessors to only what is necessary to provide the Products to Customer pursuant to the Agreement and this Addendum. Verkada will impose appropriate contractual obligations in writing upon the Subprocessors that are no less protective than this Addendum.
 - b. Verkada maintains an updated list of all Subprocessors used by Verkada which is available upon written request. Verkada may amend the list of Subprocessors by adding or replacing Subprocessors at any time. Customer will be entitled to object to a new Subprocessor by notifying Verkada in writing the reasons of its objection. Verkada will work in good faith to address Customer’s objections. If Verkada is unable or unwilling to adequately address Customer’s objections to Customer’s reasonable satisfaction, then Customer may terminate this Addendum and the Agreement in accordance with Section 6.2 of the Agreement.
11. **Return or Deletion of Personal Data.** Verkada will delete or return, in Customer’s discretion, Personal Data within a reasonable period of time following the termination or expiration of the Agreement following written request from Customer unless otherwise required by applicable Data Protection Laws.
12. **Termination.** This Addendum shall automatically terminate upon the termination or expiration of the Agreement. Sections 3(b), 3(c)(iii), and 14 of this Addendum shall survive the termination or expiration of this Addendum for any reason. This Addendum cannot, in principle, be terminated separately to the Agreement, except where the Processing ends before the termination of the Agreement, in which case, this Addendum shall automatically terminate.

13. **Governing Law.** This Addendum shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.

For the purposes of Clauses 17 and 18 of the EU SCCs, where applicable, to the extent that the governing law and jurisdiction provisions in the Agreement do not meet the requirements of the EU SCCs, the parties select Option 2 of Clause 17, and agree that the EU SCCs shall be governed by the law of the EU Member State in which the data exporter is established; where such law does not allow for third-party beneficiary rights, the EU SCCs shall be governed by the laws of the country of Ireland. Pursuant to Clause 18, any dispute between the Parties arising from the EU SCCs shall be resolved by the courts of Ireland, and the Parties submit themselves to such jurisdiction. For the purposes of Clause 13 of the GDPR, the Supervisory Authority shall be the data exporter's applicable Supervisory Authority. Data exporter shall notify data importer of the applicable Supervisory Authority by email at legal@verkada.com and shall provide any necessary updates without undue delay.

14. **Entire Agreement; Conflict.** Except as amended by this Addendum, the Agreement will remain in full force and effect. If there is a conflict between the Agreement and this Addendum as to the subject matter herein, the terms of this Addendum will control.

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

Name: The Customer named in the Agreement

Address: The address of the Customer's corporate headquarters

Contact person's name, position and contact details: The primary administrative contact listed in the Hosted Software.

Activities relevant to the data transferred under these Clauses: Purchase of subscription and use of Software under the Agreement

Role (controller/processor): Controller

Data importer(s):

Name: Verkada, Inc.

Address: 406 E. 3rd Ave, San Mateo, CA 94401, USA

Contact details Kyle Randolph, CISO, privacy@verkada.com

Activities relevant to the data transferred under these Clauses: Processing of personal data to provide Products as set forth in the Agreement

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

Individuals who may appear in the video footage captured by Data Exporter's security cameras and individuals authorized by Data Exporter to use the Software on behalf of Data Exporter or individuals whose personal data the Data Exporter chooses to provide.

Categories of personal data transferred:

- *Audio and video data to provide the Services and Products,*
- *Contact information, including names, emails and phone number(s), and*
- *Personal Data that the Controller chooses to provide at its own direction*

Note: Data Importer does not process sensitive data except at the direction of or as permitted by Data Exporter.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Continuous basis during the Term of the Agreement

Nature of the processing:

As specified under the Agreement (i.e., enterprise Software-as-a-Service platform for physical security)

Purpose(s) of the data transfer and further processing:

For the provision of the specific business purpose and services/Products under the Agreement

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

During the term of the Agreement and as provided therein.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

During the Term of the Agreement for the purpose of providing the services/Products.

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority/ies applicable to Data Exporter as notified to Data Importer in accordance with Section 13(a) of the Addendum.

ANNEX II – TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Data Importer (also referred to as Verkada below) has taken and will maintain appropriate administrative, technical, physical and procedural security measures, for the protection of the Personal Data, with such measures located here: <https://www.verkada.com/trust/security-controls/> .

ANNEX III – LIST OF SUB-PROCESSORS

To view Data Importer’s list of sub-processors, please submit your request at: <https://my.pima.app/p/verkada/verkada-subprocessors>

ANNEX IV UK ADDENDUM TO EU STANDARD CONTRACTUAL CLAUSES

PART 1: TABLES

Table 1: Parties

Start date	Effective the date of the execution of the Addendum	
The Parties	Exporter (who sends the Restricted Transfer) As listed in Annex I	Importer (who receives the Restricted Transfer) As listed in Annex I
Parties’ Details	As listed in Annex I	As listed in Annex I
Key Contacts	As listed in Annex I	As listed in Annex I

Table 2: Selected SCCs, Modules and Selected Clauses

“Addendum EU SCCs”	The version of the approved EU SCCs agreed to in the Addendum to which this UK Addendum is appended to, including the Appendix Information.
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Table 3: Appendix Information

“Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix of the Approved SCCs (other than the Parties), and which for this UK Addendum is set out in:

Annex 1A: List of Parties: See Annex I
Annex 1B: Description of Transfer: Annex I
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: Annex II
Annex III: List of Sub processors: Annex III

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	<p>Which Parties may end this Addendum:</p> <p><input type="checkbox"/> Importer</p> <p><input type="checkbox"/> Exporter</p> <p><input type="checkbox"/> neither Party</p>
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PART 2: MANDATORY CLAUSES

“Mandatory Clauses”	<p>Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.</p>
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ⁱEnd User Agreement downloaded from <https://www.verkada.com/support/end-user-agreement/>