

## **Surveillance Systems Integration, Inc.**

### **Camera System Installation and Licensing Agreement**

#### **AGREEMENT FOR SERVICES #8355**

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Surveillance Systems Integration, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 4465 Granite Drive, Suite 700, Rocklin, California 95677 (hereinafter referred to as "Contractor").

#### **RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a contractor to install and provide software and warranty coverage for an indoor camera surveillance system at the Public Defender's office located at 1360 Johnson Boulevard, Suite 106, South Lake Tahoe, California 96150;

**WHEREAS**, on November 14, 2022, the Kern County Superintendent of Schools awarded contract #535122-190 as the result of competitive Request for Bids #535122 on behalf of the Pennsylvania Education Purchasing Program for Microcomputers (hereinafter referred to as "PEPPM") to establish a source of supply for cloud-based video surveillance systems which allows participating agencies to "piggyback" off and use PEPPM contract #535122-190 with authorized resellers of Verkada products;

**WHEREAS**, the terms and conditions of PEPPM contract #535122-190, incorporated herein by reference, and this Agreement shall govern the equipment and services required under this Agreement, and the parties agree that except for the billing rates, the terms and conditions of the PEPPM contract #535122-190 shall prevail in the event of a conflict;

**WHEREAS**, Contractor is an authorized reseller under PEPPM contract #535122-190 and has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775;

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(c), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## **ARTICLE I**

**Scope of Services:** Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall furnish, at Contractor's own cost and expense, all personnel, services, tools, vehicles, and equipment or any other materials, necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in the Scope of Work, and those services and tasks that reasonably necessary for the completion of the work identified in the Scope of Work.

In the event of a security breach, the Contractor shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Within one (1) hour of awareness of a security breach, Contractor shall inform County through verbal communication, telephone call, or email to County's Contract Administrator. The Contractor shall report to County in writing any use or disclosure of system, whether suspected or actual, within one (1) business day of becoming aware of such use or disclosure.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

Contractor acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion. Contractor shall receive direction from County's Contract Administrator.

If a submittal or deliverable is required to be an electronic file, Contractor shall produce the file using Microsoft (MS) Office 365 (specifically, MS Word, MS PowerPoint, and MS Excel), Computer Aided Design (CAD), or Visio applications. Signed reports shall be submitted in Adobe portable document format (PDF). Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Contractor shall submit all deliverables to County's Contract Administrator. Failure to submit the

required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XXII, Default, Termination, and Cancellation, herein.

The receipt of this fully executed Agreement is Contractor's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire six (6) months thereafter.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor in arrears. Payment will be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Billing Rates," incorporated herein and made by reference a part hereof, and shall be paid as follows:

- First Payment: \$5,454.20 is due upon receipt of invoice and confirmation that the equipment has been delivered.
- Final Payment: \$5,453.50 balance due upon completion and County's acceptance of the scope of work identified in Exhibit A, which includes installation, system programming, configuration, training, completion of diagnostic routines, and post-project completion tasks.

The total amount of this Agreement shall not exceed \$10,907.70 inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Public Defender's Office  
3976 Durock Road, Suite 104  
Shingle Springs, California 95682

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are

received, or proceed as set forth below in ARTICLE XXII, Default, Termination, and Cancellation, herein.

#### **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**Prevailing Wage:** County requires Contractor's services on public works project(s) involving local, and/or state funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable state and federal prevailing wage rates, statutes, rules, and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate shall apply. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Public Defender. Changes, if any, to the general prevailing wage rates will be available at the same location.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

#### **ARTICLE VI**

**Certified Payroll:** As required under the provisions of Labor Code Section 1776, Contractor and its subcontractors, if any are authorized herein, shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor.

#### **ARTICLE VII**

**Registration of Contractors:** No contractor or subcontractor may bid on any public work project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Contractor shall post job site notices as prescribed by Title 8 of California Code of Regulations Section 16451.

## ARTICLE VIII

### Protection of Facilities:

- A. Contractor shall exercise care to prevent damage to the existing building, grounds, and property while performing the Work. Any damage caused as a result of Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County.
- B. Contractor shall provide for continuous County occupancy and operation of the facility for the duration of the project.
- C. Contractor shall provide for public use, and shall limit access to the facility as directed by County's Contract Administrator.
- D. Contractor shall provide for work by other contractors and County.
- E. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

## ARTICLE IX

**Safety:** Contractor shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each work day.

## ARTICLE X

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Contractor's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in

copyright therein shall be retained by County. Contractor shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

#### **ARTICLE XI**

**Records Examination and Audit Requirements:** Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

#### **ARTICLE XII**

**Payment of all Federal, State or Local Taxes:** Any federal, state, or local tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

#### **ARTICLE XIII**

**Compliance with all Applicable Laws:** Contractor shall conform to and abide by all applicable federal, state, and local building, labor, environmental and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit work not conforming to these codes.

#### **ARTICLE XIV**

**Reporting Accidents:** Contractor shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

#### **ARTICLE XV**

**Workers' Compensation:** Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

### CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed:  Dated: 2/29/2024

#### ARTICLE XVI

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### ARTICLE XVII

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### ARTICLE XVIII

**Confidentiality:** Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly, or indirectly at any time, any said confidential information, other than to County's Public Defender's Office or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### ARTICLE XIX

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## **ARTICLE XX**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

## **ARTICLE XXI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.



Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XXII**

### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
  3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XXXIII, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

#### **ARTICLE XXIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

With a copy to:

County of El Dorado  
Public Defender's Office  
3976 Durock Road, Suite 104  
Shingle Springs, California 95682

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Teri Monterosso  
Chief Public Defender

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Surveillance Systems Integration, Inc.  
4465 Granite Drive, Suite 700  
Rocklin, California 95677

Attn.: Michael Todd Flowers, President

or to such other location as Contractor directs.

#### **ARTICLE XXIV**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XXIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XXV**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

#### **ARTICLE XXVI**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

## **ARTICLE XXVII**

**Licenses:** Contractor warrants and represents that it holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code Sections 7000, et seq.), that its license is in good standing and that it possesses a Class C-7 Low Voltage Systems Contractor License as required by the categories and types of work to

be performed under this Agreement. Copies of Contractor's State Contractors' license(s) must be provided with this Agreement.

#### **ARTICLE XXVIII**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXIX**

**Environmental and Toxic Warranty:** Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

#### **ARTICLE XXX**

##### **Guarantees:**

- A. Contractor shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.
- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such parts, equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Contractor warrants to County that materials, parts, and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

### **ARTICLE XXXI**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

### **ARTICLE XXXII**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

### **ARTICLE XXXIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be contractor within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.

2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XXII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

#### **ARTICLE XXXIV**

##### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.



#### **ARTICLE XXXV**

**California Residency (Form 590):** All independent contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXXVI**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXXVII**

**Resolution of Claims:** Contractor's attention is invited to Public Contract Code Sections 20104, et seq., for resolution of construction claims, and specifically Section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections.

Your attention is directed to California Public Contract Code Section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, Section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, Section 9204 requires submission of the claim to nonbinding mediation. Additionally, Section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other contract documents are in addition to the procedures required by Section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

#### **ARTICLE XXXVIII**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXXIX**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Teri Monterosso, Chief Public Defender, Public Defender's Office, or successor.

#### **ARTICLE XL**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

#### **ARTICLE XLI**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or 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.

#### **ARTICLE XLII**

**Partial Invalidity:** If any provision, sentence, or word of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, or words will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XLIII**

**No Third-Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

#### **ARTICLE XLIV**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

#### **ARTICLE XLV**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Purchasing Agent  
Chief Administrative Office  
"County"

**-- SURVEILLANCE SYSTEMS INTEGRATION, INC. --**

By: DocuSigned by:  
*Michael T. Flowers*  
\_\_\_\_\_ 6A2C4B3D291048F

Dated: 2/29/2024

Michael Todd Flowers  
President and  
Chief Executive Officer  
"Contractor"

By: DocuSigned by:  
*Michael T. Flowers*  
\_\_\_\_\_ 6A2C4B3D291048F...

Dated: 2/29/2024

Michael Todd Flowers  
Corporate Secretary

## Surveillance Systems Integration, Inc.

### Exhibit A

#### Scope of Work

Contractor shall provide and install a Verkada indoor camera surveillance system for the Public Defender's Offices located at 1360 Johnson Boulevard, Suite 106, South Lake Tahoe, California 96150.

The following conditions shall apply to this project:

1. At the direction of the County's Contract Administrator, Contractor shall provide and install (mount, aim, and focus) two (2) each indoor Verkada cameras.
  - a. One (1) Verkada CD52-2TB-HW indoor dome camera outside the main entrance door looking at the surrounding area in the indoor hallway.
  - b. One (1) Verkada CD52-2TB-HW indoor dome camera in the interior office lobby looking at the main entrance door and the interior door that leads into the office.
  - c. Each camera will provide three hundred sixty-five (365) days of video retention and include a ten (10) year software license, identified in Exhibit A, Attachment 1.
  - d. Contractor shall provide and install required cable, connectors, and terminations from each camera location to the County network.
    - i. Each cable run is not to exceed three hundred feet (300') from camera termination point to the network termination point.
2. Contractor shall provide two (2) hours of training.

#### County Responsibilities

1. Provide access to all areas where installation activities are necessary.
2. If needed, provide authorized dedicated security escort(s) for duration of the project.
3. Disposal of any equipment that was removed during the installation process.
4. Provide adequate storage for all equipment as it is delivered to the property.
5. Provide dedicated 110V 20A Uninterruptible Power Supply (UPS) circuits for the system and provide necessary cooling to maintain proper equipment operating temperatures.
6. Provide clear pathways as required, including any required conduit, cable trays, cable ladders, etc.

7. Any ethernet cable runs are to be within a three hundred feet (300') run from the termination point to the network termination point.
8. Provide a Power over Ethernet (PoE+) Network Switch in both buildings.
9. Provide required network infrastructure to support equipment.
10. Provide any required paint, patch work, or ceiling tile replacement.
11. Provide a site-plan indicating camera locations, areas of coverage, and possible cable pathways to the network terminations point.
12. Provide a system spreadsheet to facilitate the programming process.
13. Assist in the identification of cabling or existing equipment that may be reused during this project.
14. If needed, provide a project dedicated man-lift. Notify Contractor if it is preferred that Contractor provide the lift at an additional rental charge.
15. Provide a clean and clear work environment.

During the project duration, Contractor shall:

1. Provide a pre-installation site evaluation performed by Contractor's Project Director in order to provide additional detail and clarity.
2. Provide a clear project work schedule so County is constantly informed as to which technicians will be onsite, at what times, and what duties they are scheduled to be performing.
3. Contractor's Project Director shall host a weekly conference call with all parties involved in the project so that progress updates can be provided to County.
4. Unless otherwise specified, all equipment and hardware furnished by the Contractor under this Agreement shall be new and unused. All waste materials shall be removed and properly disposed of in accordance with all local, state, and federal laws. All parts, materials, and components shall be installed and/or applied in accordance with applicable manufacturer's recommendations.

Post-Project Completion, Contractor shall:

1. Provide project closeout documents. These documents can include Computer Aided Design (CAD), Visio, or other versions of drawings, as-built docs, and all relevant system and network details.

2. Contractor's Project Director shall provide bi-weekly conference calls with all involved parties for up to three (3) months following project completion. This open communication will ensure that the system is operating as intended and will allow for a proactive approach to address any challenges.

### Additional Requirements

Shipping terms from Contractor are Freight on Board (FOB) equipment shipping point. Shipping, packing and insurance costs will be borne by County and will be listed as a separate item on the invoice provided by Contractor to County.

If County utilizes or requires hardware / platform virtualization or hypervisor management in any form, including but not limited to; VMware, Citrix, Xen, Hyper-V, RHEV, County assumes complete responsibility over all troubleshooting, support, configuration, implementation, administration, and operations including related costs and liabilities.

Troubleshooting, relocation, replacement, or repair of any of the existing cameras, cable, and equipment, is not included.

Any waiting or idle time caused by County not having their responsibilities completed before the commencement of and/or during the project shall be charged as additional labor hours, as applicable.

County's Contract Administrator will request a quote from Contractor for additional services not specifically listed above. Additional services shall not be ordered and additional fees shall not be charged to County without prior written approval from the County's Contract Administrator. Additional services and fees will require a written Amendment to this Agreement.

The following warranties shall be provided by Contractor:

### **Equipment**

All equipment, materials, parts, components, and peripheral equipment ("Equipment"), described in the Scope of Work and supplied and/or installed by Contractor pursuant to this Agreement, are warranted to be free of defects under normal use for the period of the manufacturer's written warranty. All assignable manufacturers' warranties applicable to such Equipment will be assigned to County upon completion of the installation and sign off of the project. Any extended warranty available from the manufacturer of such Equipment shall be made available to County. All Equipment warranties are subject to, and limited by, the terms and conditions imposed by the written warranties extended by the respective manufacturers of the Equipment which can be found at <https://www.verkada.com/support/terms-of-sale/> and shall include all applicable warranty rights and return policy for the Equipment as provided in PEPPM contract #535122-190.

# Surveillance Systems Integration, Inc

## Exhibit A – Attachment 1

### 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/](http://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](http://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](http://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](mailto: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. [REDACTED]** 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](http://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](mailto: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.

DocuSigned by:  
*Michael T. Flowers*  
6A2C4B3D291048F...

End User Agreement downloaded from <https://www.verkada.com/support/end-user-agreement/>

## Surveillance Systems Integration, Inc.

### Exhibit B

### Billing Rates

No.	Description	Qty	Price	Extended
<b>CAMERAS</b>				
VEK CD522TBHW	DOME, 5MP, INDOOR, 2TB OBS, VF 3X	2	2,590.00	5,180.00
<b>MISC. MATERIALS</b>				
LEV 61110BL6	CAT6+ JACKS – BLUE 25PK	1	188	188.00
<b>PROJECT BREAKDOWN</b>				
EQUIPMENT				\$ 5,368.00
8.75% SALES TAX				\$ 469.70
LICENSES				\$ 2,520.00
LABOR				\$ 1,875.00
EXPENSES <i>travel, lodging, per diem, misc. materials</i>				\$ 675.00
<b>TOTAL</b>				<b>\$ 10,907.70</b>

\*The Labor rate stated above includes Prevailing Wage Requirements



# Surveillance Systems Integration, Inc.

## Exhibit C

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer(collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

           YES   MTF              NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

           YES   MTF              NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

            
2/29/2024  
            
Date  
Surveillance Systems Integration, Inc.  
            
Type or write name of company

            
DocuSigned by:  
           Michael T. Flowers  
            
Signature of authorized individual  
Michael Todd Flowers  
            
Type or write name of authorized individual