

**VERKADA INC.
A&E PARTNER AGREEMENT**

This A&E Partner Agreement ("**Agreement**") is made and entered into as of the date signed below (the "**Effective Date**") between Verkada Inc. ("**Verkada**") and _____ ("**Consultant**").

1. Appointment. Subject to Consultant's continued compliance with this Agreement, Verkada invites Consultant to be a member of Verkada's Architectural & Engineering Partner Program (the "**Program**"). As part of the Program, Verkada will provide Consultant with information and resources (the "**Materials**"), including the division 28 A&E specifications (the "**Specifications**"), and Consultant will use the Materials and Specifications to promote Verkada's hardware and software products (the "**Products**") to the developers of the various projects on which Consultant advises.

2. Compliance. Consultant will conduct itself in a professional and businesslike manner when promoting the Products. Consultant will: (i) comply with all applicable local, state, federal or international laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any applicable governmental authority, including, the "Foreign Corrupt Practices Act" enacted by the United States, or the U.K. Bribery Act of 2010, as amended; (ii) not engage in, or acquiesce in, the payment of anything of value, directly or indirectly, to any government official or employee, or any bribe, extortion, kickbacks, or other unlawful or improper means of obtaining business or promoting the Products;

3. Confidential Information. "**Confidential Information**" means any nonpublic information disclosed to Consultant by Verkada, directly or indirectly, in writing, orally, or by inspection of tangible objects (including documents, prototypes, samples, and Verkada's plant and equipment). Confidential Information may also include information disclosed to Verkada by third parties. Confidential Information will not, however, include any information that Consultant can demonstrate: (a) was publicly known and made generally available in the public domain prior to the time of disclosure to Consultant by Verkada; (b) became publicly known and made generally available after disclosure to Consultant by Verkada through no action or inaction of Consultant; or (c) was in the possession of Consultant, without confidentiality restrictions, at the time of disclosure by Verkada, as shown by Consultant's files and records. Further, the Specifications will not be considered Confidential Information.

4. Non-use and Nondisclosure. During the course of its participation in the Program, Verkada will share with Consultant certain Confidential Information. Consultant will not use the Confidential Information for any purpose except to engage in discussions with Verkada regarding Verkada's products and business and will not disclose any Confidential Information to third parties or to employees of Consultant, except to those employees who are required to have the Confidential Information in order to assist Consultant in its participation in the Program. Consultant will not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody Verkada's Confidential Information and that are provided to Consultant in accordance with this Agreement.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." VERKADA MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION.

6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information, as well as the Specifications, and all copies of them will be and remain the property of Verkada. Upon Verkada's request, Consultant will (a) promptly deliver to Verkada all Confidential Information, without retaining any copies, and (b) promptly destroy analyses, studies, and other documents prepared based on the Confidential Information, without retaining copies.

7. No License. Nothing in this Agreement is intended to grant any rights to Consultant under any patent, copyright, or other intellectual property right of Verkada, nor will this Agreement grant Consultant any rights in or to the Confidential Information, except as expressly set forth in this Agreement.

8. Remedies. Consultant acknowledges that any breach or threatened breach of this Agreement would cause irreparable harm to Verkada, and in addition to any other remedies at law or in equity that Verkada may have, Verkada is entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

9. Term and Termination. The term of this Agreement will commence on the Effective Date and will continue until terminated as set forth below (the "**Term**"). Either party may terminate this Agreement (i) for any reason upon 30 days prior written notice or, (ii) in the event of a material breach of the Agreement, 14 business day after the date of receipt of written notice thereof, if the breach has not been cured by the expiration of such 14-day notice period.

10. Indemnification. Consultant agrees to indemnify Verkada from any damage, loss, cost, or liability (including reasonable attorney fees) arising or resulting from any unauthorized use or disclosure of the Confidential Information by Consultant or any of its employees or agents.

11. Miscellaneous. This Agreement will bind and inure to the benefit of the parties and their successors and assigns. This Agreement will be governed by the laws of the state of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter of this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement may be executed in two or more counterparts, each of which is deemed to be an original, but all of which constitute the same agreement. Facsimile copies of executed signature pages will be deemed binding originals.

CONSULTANT: _____

Signature: _____

Name: _____

Title: _____

Date: _____