

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2024  
OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File Number: 001-37461



**ALARM.COM HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**26-4247032**

(I.R.S. Employer  
Identification Number)

**8281 Greensboro Drive Suite 100 Tysons Virginia**

(Address of principal executive offices)

**22102**

(Zip Code)

**Tel: (877) 389-4033**

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
<b>Common Stock, \$0.01 par value per share</b>	<b>ALRM</b>	<b>The Nasdaq Stock Market LLC</b>

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.  Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).  Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	<input checked="" type="checkbox"/>	Accelerated Filer	<input type="checkbox"/>
Non-Accelerated Filer	<input type="checkbox"/>	Smaller Reporting Company	<input type="checkbox"/>
		Emerging Growth Company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).  Yes  No

As of October 31, 2024, there were 49,429,093 outstanding shares of the registrant's common stock, par value \$0.01 per share.

---

---

---

ALARM.COM HOLDINGS, INC.  
QUARTERLY REPORT ON FORM 10-Q  
FOR THE FISCAL QUARTER ENDED SEPTEMBER 30, 2024

TABLE OF CONTENTS

	<u>Page</u>
<u>PART I. FINANCIAL INFORMATION</u>	<u>2</u>
<u>Item 1. Financial Statements (Unaudited)</u>	<u>2</u>
<u>Condensed Consolidated Statements of Operations</u>	<u>2</u>
<u>Condensed Consolidated Statements of Comprehensive Income</u>	<u>3</u>
<u>Condensed Consolidated Balance Sheets</u>	<u>4</u>
<u>Condensed Consolidated Statements of Cash Flows</u>	<u>5</u>
<u>Condensed Consolidated Statements of Equity</u>	<u>6</u>
<u>Notes to the Condensed Consolidated Financial Statements</u>	<u>8</u>
<u>Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>30</u>
<u>Item 3. Quantitative and Qualitative Disclosures About Market Risk</u>	<u>49</u>
<u>Item 4. Controls and Procedures</u>	<u>49</u>
<u>PART II. OTHER INFORMATION</u>	<u>51</u>
<u>Item 1. Legal Proceedings</u>	<u>51</u>
<u>Item 1A. Risk Factors</u>	<u>52</u>
<u>Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</u>	<u>82</u>
<u>Item 3. Defaults Upon Senior Securities</u>	<u>82</u>
<u>Item 4. Mine Safety Disclosures</u>	<u>82</u>
<u>Item 5. Other Information</u>	<u>82</u>
<u>Item 6. Exhibits</u>	<u>83</u>
<u>Signature</u>	<u>84</u>

**PART I. FINANCIAL INFORMATION**

**Item 1. FINANCIAL STATEMENTS (unaudited)**

**ALARM.COM HOLDINGS, INC.**  
**Condensed Consolidated Statements of Operations**  
(in thousands, except share and per share data)  
(unaudited)

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
<b>Revenue:</b>				
SaaS and license revenue	\$ 159,276	\$ 145,027	\$ 465,547	\$ 420,853
Hardware and other revenue	81,221	76,827	232,040	234,592
Total revenue	<u>240,497</u>	<u>221,854</u>	<u>697,587</u>	<u>655,445</u>
<b>Cost of revenue<sup>(1)</sup>:</b>				
Cost of SaaS and license revenue	23,099	21,917	65,621	63,076
Cost of hardware and other revenue	61,649	59,488	176,924	180,868
Total cost of revenue	<u>84,748</u>	<u>81,405</u>	<u>242,545</u>	<u>243,944</u>
<b>Operating expenses:</b>				
Sales and marketing	27,010	23,861	80,301	74,278
General and administrative	25,712	31,455	81,112	88,753
Research and development	62,221	61,014	193,907	183,840
Amortization and depreciation	7,612	7,948	22,029	23,481
Total operating expenses	<u>122,555</u>	<u>124,278</u>	<u>377,349</u>	<u>370,352</u>
<b>Operating income</b>	33,194	16,171	77,693	41,149
Interest expense	(4,315)	(906)	(7,079)	(2,601)
Interest income	14,384	8,493	33,780	21,092
Other expense, net	(89)	(435)	(1,665)	(1,214)
<b>Income before income taxes</b>	43,174	23,323	102,729	58,426
Provision for income taxes	6,718	3,972	10,349	9,257
<b>Net income</b>	36,456	19,351	92,380	49,169
Net loss attributable to redeemable noncontrolling interests	226	173	1,408	570
<b>Net income attributable to common stockholders</b>	<u>\$ 36,682</u>	<u>\$ 19,524</u>	<u>\$ 93,788</u>	<u>\$ 49,739</u>
<b>Per share information attributable to common stockholders:</b>				
Net income attributable to common stockholders per share:				
Basic	\$ 0.74	\$ 0.39	\$ 1.89	\$ 1.00
Diluted	\$ 0.67	\$ 0.37	\$ 1.73	\$ 0.94
Weighted average common shares outstanding:				
Basic	49,282,514	49,917,533	49,691,263	49,782,571
Diluted	59,780,908	54,778,793	57,212,003	54,588,826

(1) Exclusive of amortization and depreciation shown in operating expenses below.

See accompanying notes to the condensed consolidated financial statements.

**ALARM.COM HOLDINGS, INC.**  
**Condensed Consolidated Statements of Comprehensive Income**  
(in thousands)  
(unaudited)

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
Net income	\$ 36,456	\$ 19,351	\$ 92,380	\$ 49,169
Other comprehensive income / (loss)				
Foreign currency translation adjustment	678	(752)	375	76
Total other comprehensive income / (loss)	678	(752)	375	76
Comprehensive income	37,134	18,599	92,755	49,245
Comprehensive loss attributable to redeemable noncontrolling interests	226	173	1,408	570
Comprehensive income attributable to common stockholders	<u>\$ 37,360</u>	<u>\$ 18,772</u>	<u>\$ 94,163</u>	<u>\$ 49,815</u>

See accompanying notes to the condensed consolidated financial statements.

**ALARM.COM HOLDINGS, INC.**  
**Condensed Consolidated Balance Sheets**  
(in thousands, except share and per share data)  
(unaudited)

	<b>September 30, 2024</b>	<b>December 31, 2023</b>
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 1,170,605	\$ 696,983
Accounts receivable, net of allowance for credit losses of \$3,847 and \$3,864, and net of allowance for product returns of \$2,547 and \$2,279 as of September 30, 2024 and December 31, 2023, respectively	120,977	130,626
Inventory	75,037	96,140
Other current assets, net	46,309	33,031
Total current assets	1,412,928	956,780
Property and equipment, net	64,180	54,164
Intangible assets, net	66,044	78,564
Goodwill	154,669	154,498
Deferred tax assets	180,168	131,815
Operating lease right-of-use assets	54,109	24,242
Other assets, net of allowance for credit losses of \$1 and \$5 as of September 30, 2024 and December 31, 2023, respectively	38,900	39,500
<b>Total assets</b>	<b>\$ 1,970,998</b>	<b>\$ 1,439,563</b>
<b>Liabilities, redeemable noncontrolling interests and stockholders' equity</b>		
Current liabilities:		
Accounts payable, accrued expenses and other current liabilities	\$ 115,085	\$ 124,475
Accrued compensation	27,578	28,626
Deferred revenue	13,114	10,193
Operating lease liabilities	7,305	12,043
Total current liabilities	163,082	175,337
Deferred revenue	13,897	12,692
Convertible senior notes, net	981,977	493,515
Operating lease liabilities	66,251	20,468
Other liabilities	14,880	12,697
<b>Total liabilities</b>	<b>1,240,087</b>	<b>714,709</b>
Commitments and contingencies (Note 12)		
Redeemable noncontrolling interests	40,610	36,308
<b>Stockholders' equity</b>		
Preferred stock, \$0.001 par value, 10,000,000 shares authorized; no shares issued and outstanding as of September 30, 2024 and December 31, 2023	—	—
Common stock, \$0.01 par value, 300,000,000 shares authorized; 52,469,598 and 51,888,838 shares issued; and 49,331,867 and 49,868,175 shares outstanding as of September 30, 2024 and December 31, 2023, respectively	525	519
Additional paid-in capital	514,320	531,734
Treasury stock, at cost; 3,137,731 and 2,020,663 shares as of September 30, 2024 and December 31, 2023, respectively	(186,291)	(111,291)
Accumulated other comprehensive income	1,773	1,398
Retained earnings	359,974	266,186
<b>Total stockholders' equity</b>	<b>690,301</b>	<b>688,546</b>
<b>Total liabilities, redeemable noncontrolling interests and stockholders' equity</b>	<b>\$ 1,970,998</b>	<b>\$ 1,439,563</b>

See accompanying notes to the condensed consolidated financial statements.

**ALARM.COM HOLDINGS, INC.**  
**Condensed Consolidated Statements of Cash Flows**  
(in thousands)  
(unaudited)

	<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>
<b>Cash flows from operating activities:</b>		
Net income	\$ 92,380	\$ 49,169
Adjustments to reconcile net income to net cash flows from operating activities:		
Provision for credit losses on accounts receivable	530	1,422
Reserve for product returns	2,672	2,979
Provision for credit losses on notes receivable	3,996	—
Inventory write-down	—	1,181
Amortization on patents and tooling	657	965
Amortization and depreciation	22,029	23,481
Amortization of debt issuance costs	3,296	2,357
Amortization of operating leases	9,425	8,540
Deferred income taxes	(32,739)	(42,612)
Change in fair value of contingent liability	105	23
Stock-based compensation	31,675	36,423
Loss from investment in unconsolidated entity	203	—
Changes in operating assets and liabilities (net of business acquisitions):		
Accounts receivable	6,425	11,048
Inventory	21,195	2,750
Other current and non-current assets	(5,034)	6,423
Accounts payable, accrued expenses and other current liabilities	(4,904)	371
Deferred revenue	4,126	4,507
Operating lease liabilities	(9,171)	(10,329)
Other liabilities	3,287	(2,605)
Cash flows from operating activities	<u>150,153</u>	<u>96,093</u>
<b>Cash flows used in investing activities:</b>		
Business acquisition, net of cash acquired	—	(9,696)
Additions to property and equipment	(7,865)	(5,349)
Issuances of notes receivable	(500)	(300)
Receipt of payments on notes receivable	38	40
Capitalized software development costs	(1,128)	(315)
Purchase of investment in unconsolidated entities	(7,052)	(200)
Purchases of other intangible assets	(46)	(5,915)
Cash flows used in investing activities	<u>(16,553)</u>	<u>(21,735)</u>
<b>Cash flows from / (used in) financing activities:</b>		
Proceeds from issuance of convertible senior notes	500,000	—
Payments of debt issuance costs	(14,834)	—
Purchases of capped calls related to convertible senior notes	(63,050)	—
Payments of deferred consideration for acquisitions	(7,269)	(1,672)
Purchases of treasury stock, including transaction costs	(75,000)	(12,854)
Payments of tax withholdings related to vesting of restricted stock units	(3,401)	—
Purchases of redeemable noncontrolling interest	—	(832)
Payments of acquired debt	—	(3,016)
Issuances of common stock from equity-based plans	7,840	3,129
Cash flows from / (used in) financing activities	<u>344,286</u>	<u>(15,245)</u>
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(290)	(57)
<b>Net increase in cash, cash equivalents and restricted cash</b>	<u>477,596</u>	<u>59,056</u>
<b>Cash, cash equivalents and restricted cash at beginning of the period</b>	<u>701,079</u>	<u>622,879</u>
<b>Cash, cash equivalents and restricted cash at end of the period</b>	<u>\$ 1,178,675</u>	<u>\$ 681,935</u>
<b>Reconciliation of cash, cash equivalents and restricted cash:</b>		
Cash and cash equivalents	\$ 1,170,605	\$ 679,969
Restricted cash included in other current assets and other assets	8,070	1,966
Total cash, cash equivalents and restricted cash	<u>\$ 1,178,675</u>	<u>\$ 681,935</u>

See accompanying notes to the condensed consolidated financial statements.

**ALARM.COM HOLDINGS, INC.**  
**Condensed Consolidated Statements of Equity**  
(in thousands)  
(unaudited)

	Redeemable Noncontrolling Interests	Common Stock		Additional Paid-In Capital	Treasury Stock		Accumulated Other Comprehensive Income / (Loss)	Retained Earnings	Total Stockholders' Equity
		Shares	Amount		Shares	Amount			
<b>Balance as of December 31, 2023</b>	<b>\$ 36,308</b>	<b>51,889</b>	<b>\$ 519</b>	<b>\$ 531,734</b>	<b>2,021</b>	<b>\$ (111,291)</b>	<b>\$ 1,398</b>	<b>\$ 266,186</b>	<b>\$ 688,546</b>
Common stock issued in connection with equity-based plans	—	224	2	6,354	—	—	—	—	6,356
Stock-based compensation expense	—	—	—	11,339	—	—	—	—	11,339
Accretion adjustments of redeemable noncontrolling interest to redemption value	1,595	—	—	(1,595)	—	—	—	—	(1,595)
Net income / (loss) attributable to common stockholders	(191)	—	—	—	—	—	—	23,595	23,595
Other comprehensive loss	—	—	—	—	—	—	(147)	—	(147)
<b>Balance as of March 31, 2024</b>	<b>\$ 37,712</b>	<b>52,113</b>	<b>\$ 521</b>	<b>\$ 547,832</b>	<b>2,021</b>	<b>\$ (111,291)</b>	<b>\$ 1,251</b>	<b>\$ 289,781</b>	<b>\$ 728,094</b>
Common stock issued in connection with equity-based plans	—	209	2	376	—	—	—	—	378
Purchase of treasury stock, including transaction costs and excise tax	—	—	—	(559)	1,117	(75,000)	—	—	(75,559)
Tax withholding related to vesting of restricted stock units	—	—	—	(3,401)	—	—	—	—	(3,401)
Stock-based compensation expense	—	—	—	11,250	—	—	—	—	11,250
Accretion adjustments of redeemable noncontrolling interest to redemption value	1,212	—	—	(1,212)	—	—	—	—	(1,212)
Purchases of capped calls related to convertible senior notes, net of tax	—	—	—	(47,436)	—	—	—	—	(47,436)
Net income / (loss) attributable to common stockholders	(991)	—	—	—	—	—	—	33,511	33,511
Other comprehensive loss	—	—	—	—	—	—	(156)	—	(156)
<b>Balance as of June 30, 2024</b>	<b>\$ 37,933</b>	<b>52,322</b>	<b>\$ 523</b>	<b>\$ 506,850</b>	<b>3,138</b>	<b>\$ (186,291)</b>	<b>\$ 1,095</b>	<b>\$ 323,292</b>	<b>\$ 645,469</b>
Common stock issued in connection with equity-based plans	—	148	2	1,104	—	—	—	—	1,106
Changes in excise tax related to previous stock repurchases	—	—	—	51	—	—	—	—	51
Stock-based compensation expense	—	—	—	9,218	—	—	—	—	9,218
Accretion adjustments of redeemable noncontrolling interests to redemption values	2,903	—	—	(2,903)	—	—	—	—	(2,903)
Net income / (loss) attributable to common stockholders	(226)	—	—	—	—	—	—	36,682	36,682
Other comprehensive income	—	—	—	—	—	—	678	—	678
<b>Balance as of September 30, 2024</b>	<b>\$ 40,610</b>	<b>52,470</b>	<b>\$ 525</b>	<b>\$ 514,320</b>	<b>3,138</b>	<b>\$ (186,291)</b>	<b>\$ 1,773</b>	<b>\$ 359,974</b>	<b>\$ 690,301</b>



**ALARM.COM HOLDINGS, INC.**  
**Condensed Consolidated Statements of Equity — (Continued)**  
(in thousands)  
(unaudited)

	Redeemable Noncontrolling Interests	Common Stock		Additional Paid-In Capital	Treasury Stock		Accumulated Other Comprehensive Income	Retained Earnings	Total Stockholders' Equity
		Shares	Amount		Shares	Amount			
<b>Balance as of December 31, 2022</b>	<b>\$ 23,988</b>	<b>50,985</b>	<b>\$ 510</b>	<b>\$ 497,199</b>	<b>1,533</b>	<b>\$ (83,993)</b>	<b>\$ —</b>	<b>\$ 185,143</b>	<b>\$ 598,859</b>
Common stock issued in connection with equity-based plans	—	270	3	1,308	—	—	—	—	1,311
Stock-based compensation expense	—	—	—	12,686	—	—	—	—	12,686
Accretion adjustments of redeemable noncontrolling interest to redemption value	2,061	—	—	(2,061)	—	—	—	—	(2,061)
Net income / (loss) attributable to common stockholders	(209)	—	—	—	—	—	—	14,416	14,416
Other comprehensive income	—	—	—	—	—	—	170	—	170
<b>Balance as of March 31, 2023</b>	<b>\$ 25,840</b>	<b>51,255</b>	<b>\$ 513</b>	<b>\$ 509,132</b>	<b>1,533</b>	<b>\$ (83,993)</b>	<b>\$ 170</b>	<b>\$ 199,559</b>	<b>\$ 625,381</b>
Common stock issued in connection with equity-based plans	—	270	2	200	—	—	—	—	202
Purchase of treasury stock	—	—	—	—	134	(6,726)	—	—	(6,726)
Stock-based compensation expense	—	—	—	11,965	—	—	—	—	11,965
Purchases of redeemable noncontrolling interest	(1,238)	—	—	406	—	—	—	—	406
Accretion adjustments of redeemable noncontrolling interest to redemption value	3,454	—	—	(3,454)	—	—	—	—	(3,454)
Net income / (loss) attributable to common stockholders	(188)	—	—	—	—	—	—	15,799	15,799
Other comprehensive income	—	—	—	—	—	—	658	—	658
<b>Balance as of June 30, 2023</b>	<b>\$ 27,868</b>	<b>51,525</b>	<b>\$ 515</b>	<b>\$ 518,249</b>	<b>1,667</b>	<b>\$ (90,719)</b>	<b>\$ 828</b>	<b>\$ 215,358</b>	<b>\$ 644,231</b>
Common stock issued in connection with equity-based plans	—	163	2	1,614	—	—	—	—	1,616
Purchase of treasury stock	—	—	—	—	105	(6,128)	—	—	(6,128)
Stock-based compensation expense	—	—	—	11,854	—	—	—	—	11,854
Accretion adjustments of redeemable noncontrolling interest to redemption value	2,647	—	—	(2,647)	—	—	—	—	(2,647)
Net income / (loss) attributable to common stockholders	(173)	—	—	—	—	—	—	19,524	19,524
Other comprehensive loss	—	—	—	—	—	—	(752)	—	(752)
<b>Balance as of September 30, 2023</b>	<b>\$ 30,342</b>	<b>51,688</b>	<b>\$ 517</b>	<b>\$ 529,070</b>	<b>1,772</b>	<b>\$ (96,847)</b>	<b>\$ 76</b>	<b>\$ 234,882</b>	<b>\$ 667,698</b>

See accompanying notes to the condensed consolidated financial statements.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited)**  
**September 30, 2024 and 2023**

**Note 1. Organization**

Alarm.com Holdings, Inc. (referred to herein as Alarm.com, the Company, or we) is the leading platform for the intelligently connected property. Our cloud-based platform offers an expansive suite of Internet of Things, or IoT, solutions addressing opportunities in the residential, multi-family, small business and enterprise commercial markets. Alarm.com's solutions include security, video and video analytics, energy management, access control, electric utility grid management, indoor gunshot detection, water management, health and wellness and data-rich emergency response. Our solutions are delivered through an established network of trusted service provider partners, who are experts at selling, installing and supporting our solutions. We derive revenue from the sale of our cloud-based Software-as-a-Service, or SaaS, services, license fees, software, hardware, activation fees and other revenue. Our fiscal year ends on December 31.

**Note 2. Basis of Presentation and Summary of Significant Accounting Policies**

***Basis of Presentation***

The accompanying unaudited condensed consolidated financial statements include our accounts and those of our majority-owned and controlled subsidiaries after elimination of intercompany accounts and transactions.

These unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States, or GAAP, for interim financial information and the applicable rules and regulations of the Securities and Exchange Commission, or SEC. Accordingly, they do not include all the information and footnotes required by GAAP for annual financial statements. They should be read together with our audited consolidated financial statements and related notes thereto for the year ended December 31, 2023 included in our Annual Report on Form 10-K filed with the SEC on February 22, 2024, or the Annual Report. The condensed consolidated balance sheet as of December 31, 2023 was derived from our audited financial statements but does not include all disclosures required by GAAP for annual financial statements.

In the opinion of management, these condensed consolidated financial statements include all normal recurring adjustments necessary for a fair statement of the results of operations, financial position and cash flows for the periods presented. However, the global economy, credit markets and financial markets have and may continue to experience significant volatility as a result of significant worldwide events, including public health crises, and geopolitical upheaval, such as Russia's incursion into Ukraine and the conflict between Israel and regional adversaries, disruptions to global supply chains, rising interest rates, risk of recession and inflation (collectively, the Macroeconomic Conditions). These Macroeconomic Conditions have and may continue to create supply chain disruptions, inventory disruptions, and fluctuations in economic growth, including fluctuations in employment rates, inflation, energy prices and consumer sentiment. It remains difficult to assess or predict the ultimate duration and economic impact of the Macroeconomic Conditions. The results of operations for the three and nine months ended September 30, 2024 are not necessarily indicative of the results that can be expected for our entire fiscal year ending December 31, 2024, which is increasingly true in periods of extreme uncertainty, such as the uncertainty caused by the Macroeconomic Conditions. Prolonged uncertainties could cause further economic slowdown or cause other unpredictable events, each of which could adversely affect our business, results of operations or financial condition.

***Use of Estimates***

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. As of the date of issuance of these financial statements, we are not aware of any specific event or circumstance that would require us to update our estimates, assumptions and judgments or revise the carrying value of our assets or liabilities. However, our estimates, judgments and assumptions are continually evaluated based on available information and experience and may change as new events occur and additional information is obtained. Because of the use of estimates inherent in the financial reporting process and in light of the continuing uncertainty arising from the Macroeconomic Conditions, actual results could differ from those estimates and any such differences may be material. Estimates are used when accounting for revenue recognition, allowances for credit losses, allowance for hardware returns, estimates of obsolete inventory, long-term incentive compensation, the lease term and incremental borrowing rates for leases, stock-based compensation, income taxes, legal reserves, goodwill, intangible assets and other long-lived assets.

***Significant Accounting Policies***

Other than those disclosed herein, there have been no other material changes to our significant accounting policies during the three and nine months ended September 30, 2024 from those disclosed in our Annual Report.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

***Capped Call Transactions***

On May 31, 2024, we issued \$500.0 million aggregate principal amount of 2.25% convertible senior notes due June 1, 2029 in a private placement to qualified institutional buyers, or the 2029 Notes. In connection with the offering of the 2029 Notes, we entered into privately negotiated capped call transactions with one of the initial purchasers and certain other financial institutions, at a cost of \$63.1 million. The capped call transactions cover, subject to customary adjustments substantially similar to those applicable to the 2029 Notes, the number of shares of our common stock initially underlying the 2029 Notes. As the capped call options are both legally detachable and separately exercisable from the 2029 Notes, we account for the capped call options separately from the 2029 Notes. The capped call options are indexed to our own common stock and classified in stockholders' equity. As such, the premiums paid for the capped call options were included as a net reduction to additional paid-in capital in the condensed consolidated balance sheets. The capped call transactions will not be remeasured as long as they continue to meet the conditions for equity classification.

We elected to integrate the capped call options with the 2029 Notes for federal income tax purposes pursuant to applicable U.S. Treasury Regulations. Accordingly, the \$63.1 million cost of the purchased capped calls will be deductible for income tax purposes. The original issue discount is accreted over the term of the 2029 Notes.

***Recent Accounting Pronouncements***

*Adopted*

During the three and nine months ended September 30, 2024, we did not adopt any new accounting pronouncements.

*Not Yet Adopted*

On November 27, 2023, the Financial Accounting Standards Board, or FASB, issued ASU 2023-07, "Segment Reporting (Topic 280)," which revises the disclosure requirements about a public entity's reportable segments and a reportable segment's expenses. This amendment requires a public entity to (i) disclose significant segment expense that are regularly provided to the chief operating decision maker and included within each reported measure of segment profit or loss, (ii) disclose an amount for other segment items by reportable segment and a description of its composition and (iii) provide annual disclosures about a reportable segment's profit or loss and assets currently required by Topic 280 in interim periods. The amendment is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. This amendment is required to be applied retrospectively to all prior periods presented. We expect this amendment to increase the amount of disclosures we provide within Note 18 related to segment expenses in the annual reporting period ending December 31, 2024 and interim reporting periods thereafter.

On December 14, 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740)," which requires additional annual disclosures regarding specific categories in the income tax rate reconciliation as well additional information for reconciling items that meet a quantitative threshold. This amendment also requires annual disclosures regarding the amount of income taxes paid, including income taxes paid disaggregated by (i) federal, state and foreign taxes as well as (ii) individual jurisdictions in which income taxes paid is equal to or greater than five percent of total income taxes paid. Additionally, this amendment requires annual disclosures for income from continuing operations before income tax expense (or benefit) disaggregated between domestic and foreign as well as income tax expense (or benefit) disaggregated between federal, state and foreign. The amendment is effective for annual periods beginning after December 15, 2024, and early adoption is permitted. This amendment should be applied on a prospective basis, but retrospective application is permitted. We are currently assessing the impact this pronouncement will have on our consolidated financial statement disclosures.

On November 5, 2024, the FASB issued ASU 2024-03, "Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40)," which requires more detailed information about the types of expenses included in certain expense captions presented on the consolidated statements of operations, including purchases of inventory, employee compensation, depreciation, amortization and depletion. Additionally, this amendment requires the disclosure of a qualitative description of the amounts remaining in relevant expense captions that are not separately disaggregated quantitatively and the disclosure of the total amount of selling expenses and, on an annual basis, an entity's definition of selling expenses. The amendment is effective for annual periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. Early adoption is permitted. This amendment should be applied either on a prospective basis or a retrospective basis to any or all prior periods presented. We are currently assessing the impact this pronouncement will have on our consolidated financial statement disclosures.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

**Note 3. Revenue from Contracts with Customers**

**Contract Assets**

Our assets related to costs incurred to obtain a contract consist of capitalized commission costs and upfront payments made to customers. The current portion of capitalized commission costs and upfront payments made to customers is included in other current assets within our condensed consolidated balance sheets. The non-current portion of capitalized commission costs and upfront payments made to customers is reflected in other assets within our condensed consolidated balance sheets. The changes in our contract assets are as follows (in thousands):

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
Beginning of period balance	\$ 10,905	\$ 13,581	\$ 9,099	\$ 13,975
Commission costs and upfront payments to a customer capitalized in period	2,355	1,808	7,702	5,028
Reimbursement of previously capitalized upfront payments to customers	—	(6,774)	—	(6,774)
Amortization of contract assets	(1,822)	(1,117)	(5,363)	(4,731)
End of period balance	<u>\$ 11,438</u>	<u>\$ 7,498</u>	<u>\$ 11,438</u>	<u>\$ 7,498</u>

**Contract Liabilities**

Contract liabilities include payments received in advance of performance under the contract and are realized with the associated revenue recognized under the contract. The changes in our contract liabilities are as follows (in thousands):

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
Beginning of period balance	\$ 25,907	\$ 21,460	\$ 22,885	\$ 18,332
Revenue deferred in period	7,023	6,250	20,996	17,909
Revenue recognized from amounts included in contract liabilities	(5,919)	(4,871)	(16,870)	(13,402)
End of period balance	<u>\$ 27,011</u>	<u>\$ 22,839</u>	<u>\$ 27,011</u>	<u>\$ 22,839</u>

**Note 4. Accounts Receivable, Net**

The components of accounts receivable, net are as follows (in thousands):

	<b>September 30, 2024</b>	<b>December 31, 2023</b>
Accounts receivable	\$ 127,371	\$ 136,769
Allowance for credit losses	(3,847)	(3,864)
Allowance for product returns	(2,547)	(2,279)
Accounts receivable, net	<u>\$ 120,977</u>	<u>\$ 130,626</u>

For the three and nine months ended September 30, 2024, we recorded a provision for credit losses of \$0.1 million and \$0.5 million, respectively, as compared to \$0.8 million and \$1.4 million for the same periods in the prior year.

For the three and nine months ended September 30, 2024, we recorded a reserve for product returns of \$0.7 million and \$2.7 million in our hardware and other revenue, respectively, as compared to \$0.5 million and \$3.0 million for the same periods in the prior year. Historically, we have not experienced write-offs for uncollectible accounts or sales returns that have differed significantly from our estimates.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

**Allowance for Credit Losses**

The allowance for credit losses is a valuation account that is deducted from the accounts receivable and notes receivable amortized cost basis (see Note 8) to present the net amount expected to be collected. We estimate the allowance balance by applying the loss-rate method using relevant available information from internal and external sources, including historical write-off activity, current conditions and reasonable and supportable forecasts. Historical credit loss experience provides the basis for the estimation of expected credit losses. Adjustments to historical loss information are made for changes in economic conditions, such as changes in unemployment rates. We use projected economic conditions over a period no more than twelve months based on data from external sources. For periods beyond the twelve-month reasonable and supportable forecast period, we revert to historical loss information immediately.

The allowance for credit losses is measured on a pooled basis when similar risk characteristics exist. When assessing whether to measure certain financial assets on a pooled basis, we considered various risk characteristics, including the financial asset type, size and the historical or expected credit loss pattern.

Expected credit losses are estimated over the contractual term of the financial assets and we adjust the term for expected prepayments when appropriate. For the three months ended September 30, 2024, we recorded a reduction to credit loss expense for accounts receivable and notes receivable of \$0.1 million and for the nine months ended September 30, 2024, we recorded credit loss expense for accounts receivable and notes receivable of \$4.1 million, in general and administrative expense in our condensed consolidated statements of operations. For the three and nine months ended September 30, 2023, we recorded credit loss expense for accounts receivable and notes receivable of \$0.6 million and \$1.1 million, respectively, in general and administrative expense in our condensed consolidated statements of operations. The contractual term excludes expected extensions, renewals and modifications because extension and renewal options are unconditionally cancelable by us. Write-offs of the amortized cost basis are recorded to the allowance for credit losses. Any subsequent recoveries of previously written off balances are recorded as a reduction to credit loss expense.

**Allowance for Credit Losses - Accounts Receivable**

We identified the following two portfolio segments for our accounts receivable: (i) outstanding accounts receivable balances within Alarm.com and certain subsidiaries and (ii) outstanding accounts receivable balances within all other subsidiaries. There were no changes to our portfolio segments for our accounts receivable during the three and nine months ended September 30, 2024, and no changes to our policies or practices that influenced our estimate of expected credit losses for accounts receivable. Additionally, there were no significant changes in the amount of accounts receivable write-offs during the three and nine months ended September 30, 2024, as compared to historical periods.

The changes in our allowance for credit losses for accounts receivable are as follows (in thousands):

	Three Months Ended September 30, 2024		Three Months Ended September 30, 2023		Nine Months Ended September 30, 2024		Nine Months Ended September 30, 2023	
	Alarm.com and Certain Subsidiaries	All Other Subsidiaries	Alarm.com and Certain Subsidiaries	All Other Subsidiaries	Alarm.com and Certain Subsidiaries	All Other Subsidiaries	Alarm.com and Certain Subsidiaries	All Other Subsidiaries
Beginning of period balance	\$ (3,677)	\$ (89)	\$ (2,968)	\$ (191)	\$ (3,723)	\$ (141)	\$ (2,755)	\$ (80)
(Provision for) / recovery of expected credit losses	(103)	(70)	(820)	15	(491)	(39)	(1,307)	(115)
Write-offs	90	2	89	19	524	23	363	38
End of period balance	<u>\$ (3,690)</u>	<u>\$ (157)</u>	<u>\$ (3,699)</u>	<u>\$ (157)</u>	<u>\$ (3,690)</u>	<u>\$ (157)</u>	<u>\$ (3,699)</u>	<u>\$ (157)</u>

**Note 5. Inventory**

The components of inventory are as follows (in thousands):

	September 30, 2024	December 31, 2023
Raw materials	\$ 23,930	\$ 30,452
Work-in-process	767	275
Finished goods	50,340	65,413
Total inventory	<u>\$ 75,037</u>	<u>\$ 96,140</u>

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

Inventory values are net of a write-down of \$1.4 million during the year ended December 31, 2023, which is reflected in cost of hardware and other revenue within our condensed consolidated statements of operations. The inventory write-down was the result of a lower of cost or net realizable value adjustment for finished goods.

**Note 6. Acquisitions**

**Asset Acquisition**

On April 21, 2023, Alarm.com Incorporated, one of our wholly-owned subsidiaries, acquired certain assets of Vintra, Inc., or Vintra. Substantially all of the acquired assets consisted of developed technology. We believe the acquisition of the developed technology will expand Alarm.com's learning program and accelerate deployment of advanced video analytics solutions for the Alarm.com and OpenEye platforms.

In consideration for the purchase of the acquired assets, we paid \$5.5 million in cash on April 21, 2023, after deducting \$0.3 million related to the settlement of an outstanding loan issued to Vintra during March 2023 and \$1.0 million related to an agreed holdback provision. The holdback was paid during the third quarter of 2024. Additionally, we incurred \$0.4 million in direct transaction costs related to legal fees during 2023 that were capitalized as a component of the consideration transferred. The \$7.1 million purchase price consideration allocated to developed technology was recorded as an intangible asset at the time of the asset acquisition and is being amortized on a straight-line basis over an estimated useful life of five years. The remaining \$0.1 million purchase price consideration was allocated to property and equipment.

**Acquisition of a Business - EBS**

On January 18, 2023, one of our wholly-owned subsidiaries acquired 100% of the issued and outstanding shares of capital stock of EBS Spółka z ograniczoną odpowiedzialnością, or EBS, an international producer of universal smart communicator devices, headquartered in Warsaw, Poland. We believe this acquisition will assist in the continued expansion of our international operations as well as benefit our supply chain operations.

In consideration for the purchase of EBS, we paid \$9.8 million in cash on January 18, 2023, after deducting \$2.2 million related to agreed holdback provisions. An earn-out up to an additional \$2.5 million is payable if certain performance targets are met, which was initially recorded at the acquisition date fair value of \$2.0 million. The acquisition was accounted for as a business combination within our Alarm.com segment. The purchase price allocation was finalized during the third quarter of 2023. The overall impacts to our condensed consolidated financial statements were not considered material during the year of the acquisition.

**Note 7. Goodwill and Intangible Assets, Net**

The changes in goodwill by reportable segment are outlined below (in thousands):

	<b>Alarm.com</b>	<b>Other</b>	<b>Total</b>
Balance as of January 1, 2024	\$ 154,498	\$ —	\$ 154,498
Foreign currency translation adjustment	171	—	171
Balance as of September 30, 2024	<u>\$ 154,669</u>	<u>\$ —</u>	<u>\$ 154,669</u>

The following table reflects changes in the net carrying amount of the components of intangible assets (in thousands):

	<b>Customer Relationships</b>	<b>Developed Technology</b>	<b>Trade Name</b>	<b>Capitalized Software Development Costs</b>	<b>Other</b>	<b>Total</b>
Balance as of January 1, 2024	\$ 39,294	\$ 37,174	\$ 1,217	\$ 879	\$ —	\$ 78,564
Intangible assets acquired	—	—	—	—	46	46
Capitalized software development costs	—	—	—	1,260	—	1,260
Amortization	(7,131)	(5,956)	(599)	(140)	—	(13,826)
Balance as of September 30, 2024	<u>\$ 32,163</u>	<u>\$ 31,218</u>	<u>\$ 618</u>	<u>\$ 1,999</u>	<u>\$ 46</u>	<u>\$ 66,044</u>

During the nine months ended September 30, 2024, we paid less than \$0.1 million for the purchase of domain names. We recorded \$4.4 million and \$13.8 million of amortization related to our intangible assets for the three and nine months ended September 30, 2024, respectively, as compared to \$5.6 million and \$14.9 million for the same periods in the prior year. There were no impairments of long-lived intangible assets during the three and nine months ended September 30, 2024 and 2023.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

During the nine months ended September 30, 2024, \$0.3 million of fully amortized developed technology intangible assets previously acquired were written-off in the Alarm.com segment as the technology was no longer in use.

The following tables reflect the weighted average remaining life and carrying value of finite-lived intangible assets (in thousands, except weighted-average remaining life):

	<b>September 30, 2024</b>			
	<b>Gross Carrying Amount</b>	<b>Accumulated Amortization</b>	<b>Net Carrying Value</b>	<b>Weighted-Average Remaining Life (in years)</b>
Customer relationships	\$ 128,280	\$ (96,117)	\$ 32,163	5.5
Developed technology	69,731	(38,513)	31,218	4.0
Trade name	4,474	(3,856)	618	2.9
Capitalized software development costs	2,142	(143)	1,999	3.5
Other	46	—	46	5.0
Total intangible assets	<u>\$ 204,673</u>	<u>\$ (138,629)</u>	<u>\$ 66,044</u>	4.7

	<b>December 31, 2023</b>			
	<b>Gross Carrying Amount</b>	<b>Accumulated Amortization</b>	<b>Net Carrying Value</b>	<b>Weighted-Average Remaining Life (in years)</b>
Customer relationships	\$ 128,280	\$ (88,986)	\$ 39,294	6.2
Developed technology	70,061	(32,887)	37,174	4.7
Trade name	4,474	(3,257)	1,217	2.6
Capitalized software development costs	882	(3)	879	3.3
Total intangible assets	<u>\$ 203,697</u>	<u>\$ (125,133)</u>	<u>\$ 78,564</u>	5.4

**Note 8. Other Assets**

***Loan to a Distribution Partner***

In December 2022, we amended a subordinated credit agreement with the affiliated entity of one of our distribution partners, or the Affiliate. The amended subordinated credit agreement with the Affiliate matures on June 18, 2027 and interest on the outstanding principal balance accrues at a rate of 12.0% per annum and is payable in kind. In March 2024, the Affiliate was in default on a loan arrangement with one of its third party secured lenders. Based on this information from the Affiliate, during the three months ended March 31, 2024, we recorded a credit loss expense of \$4.0 million in general and administrative expense and recorded a reduction to our interest income of \$0.5 million related to the reversal of payable in kind interest associated with the subordinated credit agreement. We placed this loan in nonaccrual status and recorded a full allowance for credit losses for this note receivable as of March 31, 2024. During the three months ended June 30, 2024, we wrote off the entire \$4.0 million outstanding note receivable balance and reversed the previously recorded allowance for credit losses. As of December 31, 2023, \$4.5 million of the notes receivable balance related to the subordinated credit agreement was included in other assets in our condensed consolidated balance sheet.

For the three and nine months ended September 30, 2024, we recognized \$0.7 million and \$2.0 million of revenue from the distribution partner associated with this loan, respectively, as compared to \$0.9 million and \$2.5 million for the same periods in the prior year.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

***Loan to a Service Provider Partner***

In July 2020, we entered into a loan agreement with a service provider partner, under which we agreed to loan the service provider partner up to \$2.5 million, collateralized by the assets of the service provider partner. Interest on the outstanding principal accrues at a rate per annum equal to 9.0% and monthly interest and principal payments began in April 2021. The maturity date of the loan is July 24, 2025. As of September 30, 2024 and December 31, 2023, \$1.0 million of principal was outstanding from the service provider partner under the loan agreement.

For the three and nine months ended September 30, 2024 and 2023, we recognized less than \$0.1 million and \$0.1 million, respectively, of revenue from the service provider partner associated with this loan.

***Loan to a Technology Partner***

In June 2022, we entered into a convertible promissory note with a technology partner, under which we agreed to loan the technology partner \$1.5 million. Interest on the outstanding principal accrues at a rate per annum equal to 6.5%, starting one year from the effective date of the loan. Interest and principal payments are due on the maturity date of the loan, which is June 27, 2029, unless the loan is converted prior to the maturity date, which may occur upon a qualified financing event, as defined in the convertible promissory note, upon a sale of the technology partner or upon our election on the maturity date of the loan. As of September 30, 2024 and December 31, 2023, \$1.5 million of principal was outstanding from the technology partner under the convertible promissory note.

For the three and nine months ended September 30, 2024 and 2023, we did not record any revenue from the technology partner associated with this convertible promissory note.

***Investment in a Hardware Supplier***

In October 2018, we entered into a subordinate convertible promissory note with one of our hardware suppliers. In July 2019, we converted the outstanding notes receivable balance of \$5.6 million into 9,520,832 shares of Series B preferred stock in the hardware supplier. We concluded that the \$5.6 million equity investment, which is included in the Alarm.com segment, does not meet the criteria for consolidation and will be accounted for using the measurement alternative. Under the alternative, we measure investments without readily determinable fair values at cost, less impairment, adjusted for observable price changes from orderly transactions for identical or similar investments. As of September 30, 2024 and December 31, 2023, our investment in the hardware supplier was \$5.6 million.

***Investments in Technology Partners***

In February 2021, we paid \$5.0 million in cash to purchase 1,000,000 shares of Series B-2 Preferred Stock from a technology partner as part of a financing round that included other investors. The \$5.0 million equity investment, which is included in the Alarm.com segment, does not meet the criteria for consolidation and is accounted for using the measurement alternative. Under the measurement alternative, we measure investments without readily determinable fair values at cost, less impairment, adjusted for observable price changes from orderly transactions for identical or similar investments. As of September 30, 2024 and December 31, 2023, our investment in the technology partner was \$5.7 million.

In December 2022, we paid \$5.1 million in cash to another technology partner to purchase 4,231,717 shares of its Series A Preferred Stock. The \$5.1 million equity investment, which is included in the Alarm.com segment, does not meet the criteria for consolidation and is accounted for using the measurement alternative. As of September 30, 2024 and December 31, 2023, our investment in the technology partner was \$5.1 million.

***Allowance for Credit Losses - Notes Receivable***

We identified one portfolio segment, loan receivables, for our notes receivable. We previously disclosed a hardware financing receivable portfolio segment; however, there has been no activity within that portfolio segment since 2022. There were no changes to our policies or practices involving the issuance of notes receivable, customer acquisitions or any other factors that influenced our estimate of expected credit losses for notes receivable during the three and nine months ended September 30, 2024.

We do not accrue interest on notes receivable that are considered impaired or are 90 days or greater past due based on their contractual payment terms. Notes receivable that are 90 days or greater past due are placed on nonaccrual status. Notes receivable may be placed on nonaccrual status earlier if, in management's opinion, a timely collection of the full principal and interest becomes uncertain. After a note receivable has been placed on nonaccrual status, interest will be recognized when cash is received. A note receivable may be returned to accrual status after all of the customer's delinquent balances of principal and interest have been settled, and collection of all remaining contractual amounts due is reasonably assured. We have elected not to measure an allowance for credit losses for accrued interest receivables. We write-off any accrued interest on notes receivable



**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

that are considered impaired or are 90 days or greater past due based on their contractual payment terms by reversing interest income. The accrued interest receivable as of September 30, 2024 and December 31, 2023 was \$0.2 million and \$0.1 million, respectively, and is reflected in other current assets and other assets within our condensed consolidated balance sheets and excluded from the amortized cost basis of the notes receivable. During the nine months ended September 30, 2024, we recorded a reduction to our interest income of \$0.5 million related to the reversal of payable in kind interest associated with a subordinated credit agreement with the Affiliate. We did not write off any accrued interest receivable during the three months ended September 30, 2024 or the three and nine months ended September 30, 2023.

There were no purchases or sales of financial assets during the three and nine months ended September 30, 2024 and 2023. During the nine months ended September 30, 2024, we wrote off \$4.0 million related to a note receivable that originated in 2017 with the Affiliate and reversed the previously recorded allowance for credit losses.

The changes in our allowance for credit losses for notes receivable are as follows (in thousands):

	<b>Three Months Ended September 30, 2024</b>	<b>Three Months Ended September 30, 2023</b>	<b>Nine Months Ended September 30, 2024</b>	<b>Nine Months Ended September 30, 2023</b>
Beginning of period balance	\$ (1)	\$ (2)	\$ (5)	\$ (2)
Provision for expected credit losses	—	—	(3,996)	—
Write-offs	—	—	4,000	—
End of period balance	<u>\$ (1)</u>	<u>\$ (2)</u>	<u>\$ (1)</u>	<u>\$ (2)</u>

We manage our notes receivables using delinquency as a key credit quality indicator. The following tables reflect the current and delinquent notes receivable by class of financing receivables and by year of origination (in thousands):

	<b>September 30, 2024</b>						
<b>Loan Receivables:</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>Prior</b>	<b>Total</b>
Current	\$ 500	\$ 150	\$ 1,500	\$ —	\$ 1,001	\$ —	\$ 3,151
30-59 days past due	—	—	—	—	—	—	—
60-89 days past due	—	—	—	—	—	—	—
90-119 days past due	—	—	—	—	—	—	—
120+ days past due	—	—	—	—	—	—	—
Total	<u>\$ 500</u>	<u>\$ 150</u>	<u>\$ 1,500</u>	<u>\$ —</u>	<u>\$ 1,001</u>	<u>\$ —</u>	<u>\$ 3,151</u>

	<b>December 31, 2023</b>						
<b>Loan Receivables:</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>	<b>Prior</b>	<b>Total</b>
Current	\$ 150	\$ 1,500	\$ —	\$ 1,039	\$ —	\$ 4,524	\$ 7,213
30-59 days past due	—	—	—	—	—	—	—
60-89 days past due	—	—	—	—	—	—	—
90-119 days past due	—	—	—	—	—	—	—
120+ days past due	—	—	—	—	—	—	—
Total	<u>\$ 150</u>	<u>\$ 1,500</u>	<u>\$ —</u>	<u>\$ 1,039</u>	<u>\$ —</u>	<u>\$ 4,524</u>	<u>\$ 7,213</u>

There were no notes receivable placed on nonaccrual status as of September 30, 2024 and December 31, 2023. During the three and nine months ended September 30, 2024 and 2023, there was no interest income recognized related to notes receivable that were in nonaccrual status.

As of September 30, 2024 and December 31, 2023, there were no notes receivable placed in nonaccrual status for which there was not a related allowance for credit losses. As of September 30, 2024 and December 31, 2023, there were no notes receivable that were 90 days or greater past due for which we continued to accrue interest income.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

**Prepaid Expenses**

As of September 30, 2024 and December 31, 2023, \$21.5 million and \$14.6 million of prepaid expenses were included in other current assets, respectively, primarily related to software licenses, insurance, long lead-time parts related to our inventory and our office leases.

**Note 9. Fair Value Measurements**

The following tables present our assets and liabilities measured at fair value on a recurring basis (in thousands):

	<b>Fair Value Measurements on a Recurring Basis</b>			
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
<b>Assets:</b>				
Money market accounts as of September 30, 2024	\$ 1,164,218	\$ —	\$ —	\$ 1,164,218
Equity securities with readily determinable fair value as of September 30, 2024	5,349	—	—	5,349
Money market accounts as of December 31, 2023	679,734	—	—	679,734
<b>Liabilities:</b>				
Contingent consideration liability from acquisition as of September 30, 2024	\$ —	\$ —	\$ 2,166	\$ 2,166
Contingent consideration liability from acquisition as of December 31, 2023	—	—	2,061	2,061

The following table summarizes the change in fair value of the Level 3 contingent consideration liability with significant unobservable inputs (in thousands):

	<b>Three Months Ended</b>		<b>Nine Months Ended</b>	
	<b>September 30,</b>		<b>September 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
Beginning of period balance	\$ 2,105	\$ 2,020	\$ 2,061	\$ —
Acquired liabilities	—	—	—	1,993
Changes in fair value included in earnings	61	(4)	105	23
End of period balance	<u>\$ 2,166</u>	<u>\$ 2,016</u>	<u>\$ 2,166</u>	<u>\$ 2,016</u>

As of September 30, 2024, \$1.16 billion of our money market accounts was included in cash and cash equivalents, \$6.0 million was included in other assets and \$1.9 million was included in other current assets in our condensed consolidated balance sheets. As of December 31, 2023, \$675.6 million of our money market accounts was included in cash and cash equivalents and \$4.1 million was included in other assets in our condensed consolidated balance sheets. Our assets from money market accounts are valued using quoted prices in active markets. Our equity securities with readily determinable fair value represent our investments in publicly traded companies, which are valued using quoted prices in active markets. During the three and nine months ended September 30, 2024, we recorded an unrealized loss on equity securities of \$0.2 million. Our investments in public entities are recorded at fair value within other current assets in our condensed consolidated balance sheets and changes in fair value of the investments are recorded within other expense, net within our condensed consolidated statements of operations. See Note 12 for the carrying amounts and estimated fair values of our convertible senior notes as of September 30, 2024 and December 31, 2023.

The contingent consideration liability consists of the potential earn-out payment related to our acquisition of 100% of the issued and outstanding capital stock of EBS on January 18, 2023. The earn-out payment is contingent on the satisfaction of certain performance targets related to the integration of EBS's hardware into the Alarm.com platform by December 31, 2025 and has a maximum potential payment of up to \$2.5 million. We account for the contingent consideration using fair value and established a liability for the future earn-out payment based on an estimation of the probability of the future achievement of the performance targets. The contingent consideration liability was valued with Level 3 unobservable inputs, including the probability of expected achievement of the performance targets. At January 18, 2023, the fair value of the liability was \$2.0 million. At each reporting date until December 31, 2025, or the achievement of the performance targets, we will remeasure the liability, using the same valuation approach. The fair value of the contingent consideration liability is included within accounts payable, accrued expenses and other current liabilities as well as other liabilities within our condensed consolidated balance sheets. Changes in fair value resulting from information that existed subsequent to the acquisition date are recorded in general and administrative expense in the condensed consolidated statements of operations. During the three and nine months ended September 30, 2024, the contingent consideration liability did not materially change from the acquisition date fair value of \$2.0 million as there were minor changes in the expected probability of achievement for the performance targets. The unobservable inputs used in the valuation as of September 30, 2024 included a weighted average expected achievement percentage of 89.5%, weighted by the

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

potential payout of the performance targets, including a range of 80.0% to 99.0%. The valuation also included a weighted average discount rate of 5.5%, weighted by the probability of achievement of the performance targets at various dates, including a range of 5.3% to 5.6%. Selecting another probability of expected achievement or discount rate within an acceptable range would not result in a significant change to the fair value of the contingent consideration liability.

We monitor the availability of observable market data to assess the appropriate classification of financial instruments within the fair value hierarchy. Changes in economic conditions or model-based valuation techniques may require the transfer of financial instruments from one fair value level to another. There were no transfers into or out of Level 3 or reclassifications between levels of the fair value hierarchy during the three and nine months ended September 30, 2024 and 2023.

**Note 10. Leases**

As of September 30, 2024, we leased office space, data centers and office equipment under non-cancelable operating leases with various expiration dates through 2034. In August 2014, we signed a lease for office space in Tysons, Virginia, where we relocated our corporate headquarters to in February 2016. We have subsequently entered into amendments to this lease to provide us with additional office space as well as tenant improvement allowances. In August 2024, we entered into an amendment to the lease for our corporate headquarters, which extends the term of our existing leased office space to 2034 and includes two successive five-year renewal options. Additionally, the amendment provides for additional office space, parking spaces and tenant improvement allowances.

Supplemental information related to leases is presented in the table below (in thousands, except weighted-average term and discount rate):

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
Operating lease cost	\$ 3,472	\$ 2,919	\$ 9,425	\$ 8,540
Cash paid for amounts included in the measurement of operating lease liabilities	2,420	3,533	9,171	10,329
Operating lease right-of-use assets obtained in exchange for new operating lease liabilities	34,434	1,214	37,349	5,329
	<b>September 30, 2024</b>	<b>December 31, 2023</b>		
Weighted-average remaining lease term — operating leases	8.1 years	3.0 years		
Weighted-average discount rate — operating leases	8.2 %	4.9 %		

Maturities of lease liabilities are as follows (in thousands):

Year Ended December 31,	<b>Operating Leases<sup>(1)</sup></b>
Remainder of 2024	\$ 3,289
2025	12,659
2026	11,335
2027	11,566
2028	11,293
2029 and thereafter	54,510
Total lease payments	104,652
Less: imputed interest <sup>(2)</sup>	31,096
Present value of lease liabilities	\$ 73,556

(1) Excludes \$18.3 million of legally binding minimum lease payments for leases executed but not yet commenced. There are no options to extend lease terms that were reasonably certain of being exercised included in these balances.

(2) Imputed interest was calculated using the incremental borrowing rate applicable for each lease.

We did not have any finance leases or subleases as of September 30, 2024 or December 31, 2023. Our lease agreements do not contain any material residual value guarantees, restrictive covenants or variable lease payments. Short-term lease costs were immaterial for the three and nine months ended September 30, 2024 and 2023.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

**Note 11. Liabilities**

The components of accounts payable, accrued expenses and other current liabilities are as follows (in thousands):

	<b>September 30, 2024</b>	<b>December 31, 2023</b>
Accounts payable	\$ 53,682	\$ 39,038
Accrued expenses	21,224	21,559
Income taxes payable	22,826	42,501
Holdback liability from business combinations and asset acquisitions	—	7,340
Contingent consideration liability from acquisition	1,218	—
Other current liabilities	16,135	14,037
Accounts payable, accrued expenses and other current liabilities	<u>\$ 115,085</u>	<u>\$ 124,475</u>

The components of other liabilities are as follows (in thousands):

	<b>September 30, 2024</b>	<b>December 31, 2023</b>
Contingent consideration liability from acquisition	\$ 948	\$ 2,061
Other liabilities	13,932	10,636
Other liabilities	<u>\$ 14,880</u>	<u>\$ 12,697</u>

**Note 12. Debt, Commitments and Contingencies**

The debt, commitments and contingencies described below would require us, or our subsidiaries, to make payments to third parties under certain circumstances.

**Convertible Senior Notes - 2026 Notes**

On January 20, 2021, we issued \$500.0 million aggregate principal amount of 0% convertible senior notes due January 15, 2026 in a private placement to qualified institutional buyers, or the 2026 Notes. The terms of the 2026 Notes are governed by an Indenture, or the 2026 Indenture, by and between Alarm.com Holdings, Inc. and U.S. Bank National Association, as trustee. The 2026 Notes are senior unsecured obligations that do not bear regular interest and the principal amount of the 2026 Notes will not accrete. The 2026 Notes may bear special interest under specified circumstances related to our failure to comply with our reporting obligations under the 2026 Indenture. Special interest, if any, will be payable semiannually in arrears on January 15 and July 15 of each year, beginning on July 15, 2021. We received proceeds from the issuance of the 2026 Notes of \$484.3 million, net of \$15.7 million of transaction fees and other debt issuance costs.

We may redeem for cash, all or any portion of the 2026 Notes, at our option, on or after January 20, 2024, at a redemption price equal to 100% of the principal amount of the 2026 Notes to be redeemed, plus accrued and unpaid special interest, if any, to, but excluding, the redemption date, if the last reported sale price of our common stock has been at least 130% of the conversion price for the 2026 Notes then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which we provide notice of redemption. No sinking fund is provided for the 2026 Notes.

The 2026 Notes will be convertible at the option of the holders at any time prior to the close of business on the business day immediately preceding August 15, 2025, only under the following circumstances: (1) during any calendar quarter commencing after the calendar quarter ending on June 30, 2021 (and only during such calendar quarter), if the last reported sale price of our common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price for the 2026 Notes on each applicable trading day; (2) during the five business day period immediately after any 10 consecutive trading day period in which, for each trading day of that period, the trading price per \$1,000 principal amount of 2026 Notes for such trading day was less than 98% of the product of the last reported sale price of our common stock and the conversion rate for the 2026 Notes on each such trading day; (3) if we call any or all of the 2026 Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date, but only with respect to the 2026 Notes called (or deemed called) for redemption; or (4) upon the occurrence of specified corporate events as set forth in the 2026 Indenture.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

On or after August 15, 2025, until the close of business on the second scheduled trading day immediately preceding the maturity date of the 2026 Notes, holders of the 2026 Notes may convert all or any portion of their 2026 Notes at any time, regardless of the foregoing conditions. Upon conversion, we may satisfy our conversion obligation by paying or delivering, as the case may be, cash, shares of our common stock or a combination of cash and shares of our common stock, at our election. It is our current intent to settle the principal amount of the 2026 Notes with cash. The initial conversion rate for the 2026 Notes is 6.7939 shares of our common stock per \$1,000 principal amount of 2026 Notes, which is equivalent to an initial conversion price of \$147.19 per share of our common stock, subject to adjustment under certain circumstances in accordance with the terms of the 2026 Indenture. In addition, following certain corporate events that occur prior to the maturity date of the 2026 Notes or if we deliver a notice of redemption in respect of the 2026 Notes, we will, under certain circumstances, increase the conversion rate of the 2026 Notes for a holder who elects to convert its 2026 Notes (or any portion thereof) in connection with such a corporate event or convert its 2026 Notes called (or deemed called) for redemption during the related redemption period (as defined in the 2026 Indenture), as the case may be.

If we undergo a fundamental change (as defined in the 2026 Indenture), subject to certain exceptions and except as described in the 2026 Indenture, holders may require us to repurchase for cash all or any portion of their 2026 Notes at a fundamental change repurchase price equal to 100% of the principal amount of the 2026 Notes to be repurchased, plus accrued and unpaid special interest, if any, to, but excluding, the fundamental change repurchase date.

The 2026 Indenture includes customary covenants and sets forth certain events of default after which the 2026 Notes may be declared immediately due and payable and sets forth certain types of bankruptcy or insolvency events of default involving us after which the 2026 Notes become automatically due and payable.

We used some of the proceeds to repay the \$110.0 million outstanding principal balance under our credit facility and also used some of the proceeds to pay accrued interest, fees and expenses related to our credit facility, which was terminated effective January 20, 2021. We are using the remaining net proceeds from the issuance of the 2026 Notes for working capital and other general corporate purposes, which may include acquisitions or strategic investments in complementary businesses or technologies.

We account for the 2026 Notes as a liability. The debt issuance costs are presented as a deduction from the outstanding principal balance of the 2026 Notes and are amortized to interest expense using the effective interest method over the contractual term of the 2026 Notes at a rate of 0.6%.

As of September 30, 2024 and December 31, 2023, the fair value of our 2026 Notes was \$466.7 million and \$444.8 million, respectively. The fair value was determined based on the quoted price of the 2026 Notes in an inactive market on the last traded day of the quarter and has been classified as Level 2 in the fair value hierarchy. Based on the closing price of our common stock of \$54.67 on the last trading day of the quarter, the if-converted value of the 2026 Notes did not exceed the principal amount of \$500.0 million as of September 30, 2024.

The net carrying amount of the liability component of the 2026 Notes is as follows (in thousands):

	<b>September 30, 2024</b>	<b>December 31, 2023</b>
Principal	\$ 500,000	\$ 500,000
Unamortized debt issuance costs	(4,113)	(6,485)
Net carrying amount	<u>\$ 495,887</u>	<u>\$ 493,515</u>

Interest expense related to the 2026 Notes is as follows (in thousands):

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
Amortization of debt issuance costs	\$ 791	\$ 787	\$ 2,372	\$ 2,357
Total interest expense	<u>\$ 791</u>	<u>\$ 787</u>	<u>\$ 2,372</u>	<u>\$ 2,357</u>

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

**Convertible Senior Notes - 2029 Notes**

On May 31, 2024, we issued \$500.0 million aggregate principal amount of 2.25% convertible senior notes due June 1, 2029 in a private placement to qualified institutional buyers, or the 2029 Notes. The terms of the 2029 Notes are governed by an Indenture, or the 2029 Indenture, by and between Alarm.com Holdings, Inc. and U.S. Bank Trust Company, National Association, as trustee. The 2029 Notes are senior unsecured obligations that bear interest at a rate of 2.25% per annum, payable semiannually in arrears on June 1 and December 1 of each year, beginning on December 1, 2024, and the principal amount of the 2029 Notes will not accrete. We received proceeds from the issuance of the 2029 Notes of \$485.2 million, net of \$14.8 million of transaction fees and other debt issuance costs.

We may redeem for cash, all or any portion of the 2029 Notes (subject to the partial redemption limitation described below), at our option, on or after June 7, 2027, at a redemption price equal to 100% of the principal amount of the 2029 Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date, if the last reported sale price of our common stock has been at least 130% of the conversion price for the 2029 Notes then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which we provide notice of redemption. If we redeem less than all the 2029 Notes, at least \$75.0 million aggregate principal amount of the 2029 Notes must be outstanding and not subject to redemption as of the relevant redemption notice date. No sinking fund is provided for the 2029 Notes.

The 2029 Notes will be convertible at the option of the holders at any time prior to the close of business on the business day immediately preceding January 1, 2029, only under the following circumstances: (1) during any calendar quarter commencing after the calendar quarter ending on September 30, 2024 (and only during such calendar quarter), if the last reported sale price of our common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price for the 2029 Notes on each applicable trading day; (2) during the five business day period immediately after any 10 consecutive trading day period in which, for each trading day of that period, the trading price per \$1,000 principal amount of 2029 Notes for such trading day was less than 98% of the product of the last reported sale price of our common stock and the conversion rate for the 2029 Notes on each such trading day; (3) if we call any or all of the 2029 Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date, but only with respect to the 2029 Notes called (or deemed called) for redemption; or (4) upon the occurrence of specified corporate events as set forth in the 2029 Indenture.

On or after January 1, 2029, until the close of business on the second scheduled trading day immediately preceding the maturity date of the 2029 Notes, holders of the 2029 Notes may convert all or any portion of their 2029 Notes at any time, regardless of the foregoing conditions. Upon conversion, we may satisfy our conversion obligation by paying or delivering, as the case may be, cash, shares of our common stock or a combination of cash and shares of our common stock, at our election. It is our current intent to settle the principal amount of the 2029 Notes with cash. The initial conversion rate for the 2029 Notes is 11.4571 shares of our common stock per \$1,000 principal amount of 2029 Notes, which is equivalent to an initial conversion price of \$87.28 per share of our common stock, subject to adjustment under certain circumstances in accordance with the terms of the 2029 Indenture. In addition, following certain corporate events that occur prior to the maturity date of the 2029 Notes or if we deliver a notice of redemption in respect of some or all of the 2029 Notes, we will, under certain circumstances, increase the conversion rate of the 2029 Notes for a holder who elects to convert its 2029 Notes (or any portion thereof) in connection with such a corporate event or convert its 2029 Notes called (or deemed called) for redemption during the related redemption period (as defined in the 2029 Indenture), as the case may be.

If we undergo a fundamental change (as defined in the 2029 Indenture), subject to certain exceptions and except as described in the 2029 Indenture, holders may require us to repurchase for cash all or any portion of their 2029 Notes at a fundamental change repurchase price equal to 100% of the principal amount of the 2029 Notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the fundamental change repurchase date.

The 2029 Indenture includes customary covenants and sets forth certain events of default after which the 2029 Notes may be declared immediately due and payable and sets forth certain types of bankruptcy or insolvency events of default involving us after which the 2029 Notes become automatically due and payable.

We used \$63.1 million of the net proceeds from the 2029 Notes to pay the cost of the capped call transactions described below and used \$75.0 million to repurchase 1,117,068 shares of our common stock concurrently with the pricing of the 2029 Notes, which was separately authorized by our board of directors. We are using the remaining net proceeds from the issuance of the 2029 Notes for general corporate purposes, which may include acquisitions or strategic investments in complementary businesses or technologies, other repurchases of our common stock, repurchases of our 2026 Notes and for working capital, operating expenses and capital expenditures.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

We account for the 2029 Notes as a liability. The debt issuance costs are presented as a deduction from the outstanding principal balance of the 2029 Notes and are amortized to interest expense using the effective interest method over the contractual term of the 2029 Notes at a rate of 2.9%.

As of September 30, 2024, the fair value of our 2029 Notes was \$477.9 million. The fair value was determined based on the quoted price of the 2029 Notes in an inactive market on the last traded day of the quarter and has been classified as Level 2 in the fair value hierarchy. Based on the closing price of our common stock of \$54.67 on the last trading day of the quarter, the if-converted value of the 2029 Notes did not exceed the principal amount of \$500.0 million as of September 30, 2024.

The net carrying amount of the liability component of the 2029 Notes is as follows (in thousands):

	<b>September 30, 2024</b>	<b>December 31, 2023</b>
Principal	\$ 500,000	\$ —
Unamortized debt issuance costs	(13,910)	—
Net carrying amount	<u>\$ 486,090</u>	<u>\$ —</u>

Interest expense related to the 2029 Notes is as follows (in thousands):

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
Interest expense	\$ 2,812	\$ —	\$ 3,750	\$ —
Amortization of debt issuance costs	694	—	924	—
Total interest expense	<u>\$ 3,506</u>	<u>\$ —</u>	<u>\$ 4,674</u>	<u>\$ —</u>

**Capped Call – 2029 Notes**

In connection with the offering of the 2029 Notes, we entered into privately negotiated capped call transactions with one of the initial purchasers and certain other financial institutions, at a cost of \$63.1 million. The capped call transactions cover, subject to customary adjustments substantially similar to those applicable to the 2029 Notes, the number of shares of our common stock initially underlying the 2029 Notes. The cap price of the capped call transactions is initially \$134.28 per share of our common stock, which represents a premium of 100% over the closing price of our common stock on the Nasdaq Global Select Market on May 28, 2024, and is subject to certain adjustments under the terms of the capped call transactions. The exercise price is \$87.28 per share of common stock, subject to customary anti-dilution adjustments that mirror corresponding adjustments for the 2029 Notes.

We elected to integrate the capped call options with the 2029 Notes for federal income tax purposes pursuant to applicable U.S. Treasury Regulations. Accordingly, the \$63.1 million cost of the purchased capped calls will be deductible for income tax purposes. The original issue discount is accreted over the term of the 2029 Notes.

The capped call transactions are generally expected to reduce the potential dilution to holders of our common stock upon any conversion of the 2029 Notes and/or offset any cash payments we are required to make in excess of the principal amount of converted 2029 Notes, as the case may be, with such reduction and/or offset subject to a cap. As the capped call options are both legally detachable and separately exercisable from the 2029 Notes, we account for the capped call options separately from the 2029 Notes. The capped call options are indexed to our own common stock and classified in stockholders' equity. As such, the premiums paid for the capped call options were included as a net reduction to additional paid-in capital in the condensed consolidated balance sheets. The capped call transactions will not be remeasured as long as they continue to meet the conditions for equity classification.

**Commitments and Contingencies**

*Indemnification Agreements*

We have various agreements that may obligate us to indemnify the other party to the agreement with respect to certain matters. Generally, these indemnification provisions are included in contracts arising in the normal course of business. Although we cannot predict the maximum potential amount of future payments that may become due under these indemnification agreements, we do not believe any potential liability that might arise from such indemnity provisions is probable or material.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

*Legal Proceedings*

On January 10, 2022, EcoFactor, Inc., or EcoFactor, filed a lawsuit against us in U.S. District Court, District of Oregon, alleging Alarm.com's products and services directly and indirectly infringe five U.S. patents owned by EcoFactor. EcoFactor is seeking a permanent injunction, enhanced damages and attorneys' fees. EcoFactor had previously asserted two of the same patents against us in an October 2019 complaint with the U.S. International Trade Commission, or ITC. In July 2021, the ITC found in favor of Alarm.com. EcoFactor appealed the decision but withdrew its appeal in December 2021. We moved to dismiss the Oregon case for failure to state a claim on March 28, 2022. Three of the asserted patents are in ex parte reexamination proceedings at the PTO, and ex parte reexamination of a fourth patent concluded on August 23, 2023 after the claims were amended. On April 18, 2022, all claims of a fifth patent were found unpatentable by the U.S. Patent Trial and Appeal Board, or PTAB, in an inter partes review, and all claims were canceled on February 1, 2024. On April 18, 2022, the district court stayed the case at the request of the parties pending the disposition of PTAB and other proceedings involving the asserted patents.

Should EcoFactor prevail in its lawsuit we could be required to pay damages and/or a reasonable royalty for sales of our solution, we could be enjoined from making, using and selling our solution if a license or other right to continue selling such elements is not made available to us, and we could be required to pay ongoing royalties and comply with unfavorable terms if such a license is made available to us. While we believe we have valid defenses to EcoFactor's claims, the outcome of these legal claims cannot be predicted with certainty and any of these outcomes could result in an adverse effect on our business. Based on currently available information, we have determined a loss is not probable or reasonably estimable at this time.

On July 22, 2021, Causam Enterprises, Inc., or Causam, filed a lawsuit against us in U.S. District Court, Western District of Texas, alleging that Alarm.com's smart thermostats infringe four U.S. patents owned by Causam. Causam is seeking preliminary and permanent injunctions, enhanced damages and attorneys' fees. We have not yet responded to the complaint. On September 3, 2021, the court issued an order staying the lawsuit until the ITC investigation described below is finally resolved.

On July 28, 2021, Causam filed a complaint with the ITC naming Alarm.com Incorporated, Alarm.com Holdings, Inc., and EnergyHub, Inc., among others, as proposed respondents. The complaint alleges infringement of the same four patents Causam asserted in district court. Causam is seeking a permanent limited exclusion order and permanent cease and desist order. On August 27, 2021, the ITC instituted an investigation into Causam's allegations naming Alarm.com Incorporated, Alarm.com Holdings, Inc., EnergyHub Inc. and others as respondents. We answered the complaint on October 4, 2021. Among other things, we asserted defenses based on non-infringement and invalidity of the patents in question. An evidentiary hearing in the investigation was held from June 28, 2022 through July 1, 2022. On February 16, 2023, the ITC issued a final decision in favor of Alarm.com and EnergyHub. Causam filed an appeal of the ITC decision on April 14, 2023. Causam did not appeal the ITC decision with respect to Alarm.com and EnergyHub.

Should Causam prevail in its district court lawsuit we could be required to pay damages and/or a reasonable royalty for sales of our solution, we could be enjoined from making, using and selling our solution if a license or other right to continue selling such elements is not made available to us, and we could be required to pay ongoing royalties and comply with unfavorable terms if such a license is made available to us. While we believe we have valid defenses to Causam's claims, the outcome of these legal claims cannot be predicted with certainty, and any of these outcomes could result in an adverse effect on our business. Based on currently available information, we have determined a loss is not probable or reasonably estimable at this time.

In addition to the matters described above, we may be required to provide indemnification to certain of our service provider partners for certain claims regarding our solutions. For example, we incur costs associated with the indemnification of our service provider Central Security Group – Nationwide, Inc. (d/b/a Alert 360), or CSG, in an ongoing patent litigation. In 2018, Ubiquitous Connectivity, LP, or Ubiquitous, brought suit against CSG in U.S. District Court, Northern District of Oklahoma, alleging infringement of two U.S. patents. The case was stayed by agreement of the parties for several years while the patents in suit were challenged before the PTAB. In January 2021, the PTAB deemed 42 out of 46 claims of the two asserted patents unpatentable. Ubiquitous appealed a portion of the PTAB's findings to the United States Court of Appeals for the Federal Circuit. The Federal Circuit affirmed the PTAB's ruling on August 8, 2023. As a result, only four patent claims remain at issue and the Northern District of Oklahoma case is no longer stayed. The case is currently in the discovery and claim construction phase. A claim construction hearing is scheduled for December 12, 2024. A hearing on dispositive motions, including for summary judgment, is scheduled for April 15, 2026. A trial is scheduled for July 6, 2026.

Should Ubiquitous prevail on its infringement claims, we could be required to indemnify CSG for damages in the form of a reasonable royalty or of Ubiquitous's lost profits. CSG could be enjoined from making, using, and selling our solution if a license or other right to continue selling our technology is not made available or if we are unable to design around such patents, and we could be required to pay ongoing royalties and comply with unfavorable terms if such a license is made available to us. The outcome of these legal claims cannot be predicted with certainty. Based on currently available information, we have determined a loss is not probable or reasonably estimable at this time.



**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

We may also be a party to litigation and subject to claims incident to the ordinary course of business. Although the results of litigation and claims cannot be predicted with certainty, we currently believe that the final outcome of these ordinary course matters will not have a material adverse effect on our business.

Other than the preceding matters, we are not a party to any lawsuit or proceeding that, in the opinion of management, is reasonably possible or probable of having a material adverse effect on our financial position, results of operations or cash flows. We reserve for contingent liabilities based on ASC 450, "Contingencies," when it is determined that a liability, inclusive of defense costs, is probable and reasonably estimable. Litigation is subject to many factors that are difficult to predict, so there can be no assurance that, in the event of a material unfavorable result in one or more claims, we will not incur material costs.

**Note 13. Stockholders' Equity**

***Stock Repurchase Programs***

On February 15, 2023, our board of directors authorized a stock repurchase program, effective February 23, 2023, under which we were authorized to purchase up to an aggregate of \$100.0 million of our outstanding common stock during the two-year period ending February 23, 2025.

On May 24, 2024, our board of directors authorized the repurchase of our common stock in connection with the issuance of the 2029 Notes, the cancellation of the balance under the stock repurchase program ending February 23, 2025 and also authorized a stock repurchase program, effective May 31, 2024, under which we are authorized to purchase up to an aggregate of \$100.0 million of our outstanding common stock during the two-year period ending May 31, 2026. The full repurchase balance for this program of \$100.0 million was available as of September 30, 2024. No shares were repurchased under our stock repurchase program during the three months ended September 30, 2024. During the nine months ended September 30, 2024, 1,117,068 shares were repurchased for \$75.0 million under our stock repurchase program. During the three and nine months ended September 30, 2023, 105,285 and 239,540 shares of our common stock were repurchased for \$6.2 million and \$12.9 million, respectively, under our stock repurchase program that was subsequently canceled effective May 31, 2024.

As of January 1, 2023, we are subject to a 1.0% excise tax on the value of net corporate stock repurchases under the Inflation Reduction Act of 2022. When applicable, the excise tax will be included as part of the cost basis of shares acquired and is presented within stockholders' equity in the condensed consolidated balance sheets.

***Shares Withheld***

As permitted under the terms of the 2015 Equity Incentive Plan, in 2021 the Compensation Committee authorized the withholding of shares of common stock in connection with the vesting of restricted stock unit awards issued to employees to satisfy applicable tax withholding requirements. These withheld shares are not issued or considered common stock repurchases under our stock repurchase program. No payments of tax withholdings were made related to vesting of restricted stock units during the three months ended September 30, 2024. We paid \$3.4 million of tax withholdings related to vesting of restricted stock units during the nine months ended September 30, 2024. No tax withholdings related to the vesting of restricted stock units were paid during the three and nine months ended September 30, 2023. We also utilized the sell-to-cover method in which shares of our restricted stock unit awards were sold into the market on behalf of the employee upon vesting to cover tax withholding liabilities. We may utilize either the withholding method or sell-to-cover method in the future.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

**Note 14. Stock-Based Compensation**

Stock-based compensation expense is included in the following line items in the condensed consolidated statements of operations (in thousands):

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
Cost of hardware and other revenue	\$ —	\$ 3	\$ 2	\$ 3
Sales and marketing	545	854	2,024	2,778
General and administrative	3,077	3,260	9,561	9,873
Research and development	5,572	7,689	20,088	23,769
Total stock-based compensation expense	<u>\$ 9,194</u>	<u>\$ 11,806</u>	<u>\$ 31,675</u>	<u>\$ 36,423</u>

The following table summarizes the components of non-cash stock-based compensation expense (in thousands):

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
Stock options	\$ 1,006	\$ 1,133	\$ 3,139	\$ 3,116
Restricted stock units	8,141	10,629	28,388	33,170
Employee stock purchase plan	47	44	148	137
Total stock-based compensation expense	<u>\$ 9,194</u>	<u>\$ 11,806</u>	<u>\$ 31,675</u>	<u>\$ 36,423</u>
Tax windfall benefit / (shortfall) from stock-based awards	<u>\$ (34)</u>	<u>\$ (111)</u>	<u>\$ 1,097</u>	<u>\$ (802)</u>

We granted 34,000 and 133,500 stock options pursuant to our 2015 Equity Incentive Plan during the three and nine months ended September 30, 2024, respectively, as compared to 4,500 and 197,900 stock options for the same periods in the prior year. There were 11,280 and 154,273 stock options exercised during the three and nine months ended September 30, 2024, respectively, as compared to 38,044 and 121,179 stock options for the same periods in the prior year. There was an aggregate of 134,925 and 464,803 restricted stock units without performance conditions granted to certain of our employees and directors during the three and nine months ended September 30, 2024, respectively, as compared to an aggregate of 117,025 and 303,422 restricted stock units without performance conditions for the same periods in the prior year. There were no restricted stock units with performance conditions granted to our employees during the three and nine months ended September 30, 2024 and 2023. There were 121,087 and 411,870 restricted stock units without performance conditions that vested during the three and nine months ended September 30, 2024, respectively, as compared to 112,310 and 506,260 restricted stock units without performance conditions vested during the same periods in the prior year. There were zero and 33,395 restricted stock units with performance conditions that vested during the three and nine months ended September 30, 2024, respectively, as compared to zero and 39,406 restricted stock units with performance conditions, respectively, vested for the same periods in the prior year.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

**Note 15. Earnings Per Share**

**Basic and Diluted Earnings Per Share**

The components of basic and diluted earnings per share are as follows (in thousands, except share and per share amounts):

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
<b>Numerator:</b>				
Net income	\$ 36,456	\$ 19,351	\$ 92,380	\$ 49,169
Net loss attributable to redeemable noncontrolling interests	226	173	1,408	570
Net income attributable to common stockholders - basic (A)	36,682	19,524	93,788	49,739
Add back total interest expense, net of tax, attributable to convertible senior notes	3,234	593	5,301	1,774
Net income attributable to common stockholders - diluted (B)	<u>\$ 39,916</u>	<u>\$ 20,117</u>	<u>\$ 99,089</u>	<u>\$ 51,513</u>
<b>Denominator:</b>				
Weighted average common shares outstanding — basic (C)	49,282,514	49,917,533	49,691,263	49,782,571
Dilutive effect of convertible senior notes, stock options and restricted stock units	10,498,394	4,861,260	7,520,740	4,806,255
Weighted average common shares outstanding — diluted (D)	<u>59,780,908</u>	<u>54,778,793</u>	<u>57,212,003</u>	<u>54,588,826</u>
Net income attributable to common stockholders per share:				
Basic (A/C)	\$ 0.74	\$ 0.39	\$ 1.89	\$ 1.00
Diluted (B/D)	\$ 0.67	\$ 0.37	\$ 1.73	\$ 0.94

The following securities have been excluded from the calculation of diluted weighted average common shares outstanding as the inclusion of these securities would have an anti-dilutive effect:

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>	<b>2024</b>	<b>2023</b>
Stock options	590,084	587,476	474,274	587,476
Restricted stock units	7,100	36,000	1,700	87,425

Our redeemable noncontrolling interests are related to our 86% equity ownership interests in OpenEye, and our 85% equity ownership interest in Noonlight.

We use the treasury stock method when calculating the dilutive impact of the stock options and restricted stock units on net income per share. We use the if-converted method when calculating the dilutive impact of the 2026 Notes and 2029 Notes on net income per share. As a result, we included 3,396,950 shares related to the 2026 Notes within the weighted average shares outstanding when calculating the diluted net income per share for each of the three and nine months ended September 30, 2024 and 2023. We included 5,728,550 and 2,571,575 shares related to the 2029 Notes within the weighted average shares outstanding when calculating the diluted net income per share for each of the three and nine months ended September 30, 2024, respectively. Additionally, we included \$3.2 million and \$5.3 million of interest expense and debt issuance cost amortization, net of tax, within the numerator of the diluted net income per share for the three and nine months ended September 30, 2024, respectively, as compared to \$0.6 million and \$1.8 million for the same periods in the prior year.

The denominator for diluted net income per share does not include any effect from the capped call transactions we entered into concurrently with the issuance of the 2029 Notes, as this effect would be anti-dilutive. In the event of conversion of the 2029 Notes, shares delivered to us under the capped call will offset the dilutive effect of the shares that we would issue under the 2029 Notes. See Note 12 for further details on our 2029 Notes and the related capped call transactions.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

**Note 16. Significant Service Providers and Distributors**

During the three and nine months ended September 30, 2024, our 10 largest revenue service provider partners or distributors accounted for 46% and 47% of our consolidated revenue, respectively, as compared to 49% and 50% for the same periods in the prior year. One of our service provider partners within the Alarm.com segment individually represented greater than 15% but not more than 20% of our revenue for each of the three and nine months ended September 30, 2024 and 2023.

One service provider partner in the Alarm.com segment represented more than 10% of accounts receivable as of September 30, 2024 and December 31, 2023.

**Note 17. Income Taxes**

For purposes of interim reporting, our annual effective income tax rate is estimated in accordance with ASC 740-270, "Interim Reporting." This rate is applied to the pre-tax book income of the entities expected to be benefited during the year. Discrete items that impact the tax provision are recorded in the period incurred.

For the three and nine months ended September 30, 2024, we recorded a provision for income taxes of \$6.7 million and \$10.3 million, respectively, resulting in an effective income tax rate of 15.6% and 10.1% for those periods. For the three and nine months ended September 30, 2023, we recorded a provision for income taxes of \$4.0 million and \$9.3 million, respectively, resulting in an effective income tax rate of 17.0% and 15.8% for those periods. For the three months ended September 30, 2024, our effective tax rate was below the 21.0% statutory rate primarily due to 2024 research and development tax credits claimed, the foreign derived intangible income deduction and a favorable true-up adjustment of our 2023 income tax provision estimate and amended prior year state income tax returns, partially offset by the impact of state taxes, foreign withholding taxes and other nondeductible expenses. For the nine months ended September 30, 2024, our effective tax rate was below the 21.0% statutory rate primarily due to a favorable true-up adjustment of our 2023 income tax provision estimate, the foreign derived intangible income deduction, 2024 research and development tax credits claimed, the release of an unrecognized tax benefit liability due to the closure of the 2018 and 2019 Internal Revenue Service federal income tax examination and tax windfall benefits from employee stock-based compensation, partially offset by the impact of state taxes, federal estimated tax payment interest expense and other nondeductible expenses. For the three months ended September 30, 2023, our effective tax rate was below the 21.0% statutory rate primarily due to research and development tax credits claimed, the foreign derived intangible income deduction and a favorable true-up adjustment of our 2022 income tax provision estimate, partially offset by the impact of state taxes, foreign withholding taxes and a stock-based compensation tax shortfall. For the nine months ended September 30, 2023, our effective tax rate was below the 21.0% statutory rate primarily due to research and development tax credits claimed and the foreign derived intangible income deduction, partially offset by an unfavorable true-up adjustment of our 2022 income tax provision estimate associated with research and development tax credits, the impact of state taxes, foreign withholding taxes, other nondeductible expenses and a stock-based compensation tax shortfall.

We recognize a valuation allowance if, based on the weight of available evidence, both positive and negative, it is more likely than not that some portion, or all, of net deferred tax assets will not be realized. Our valuation allowance for state research and development tax credit carryforwards and net deferred tax assets of our EBS subsidiary was \$3.8 million as of December 31, 2023 and increased to \$4.2 million as of September 30, 2024.

We apply guidance for uncertainty in income taxes that requires the application of a more likely than not threshold to the recognition and de-recognition of uncertain tax positions. If the recognition threshold is met, this guidance permits us to recognize a tax benefit measured at the largest amount of the tax benefit that, in our judgment, is more likely than not to be realized upon settlement. We recorded a net increase to the unrecognized tax benefits liability of less than \$0.1 million primarily due to a liability for research and development tax credits claimed, partially offset by the closure of the 2018 and 2019 Internal Revenue Service federal income tax return examination and the release of a state unrecognized tax benefit liability due to the statute of limitations expiration during the nine months ended September 30, 2024. We recorded a net increase to the unrecognized tax benefits liability of \$1.1 million primarily for research and development tax credits claimed during the nine months ended September 30, 2023.

Our condensed consolidated balance sheets included an accrual for total interest expense related to unrecognized tax benefits of \$0.8 million as of December 31, 2023 and September 30, 2024. We recognize interest and penalties related to unrecognized tax benefits as a component of income tax expense.

Our tax returns are subject to on-going review and examination by various tax authorities. Tax authorities may not agree with the treatment of items reported in our tax returns, and therefore the outcome of tax reviews and examinations can be unpredictable. On October 13, 2021, the Internal Revenue Service commenced an examination of our federal income tax return for 2018 and on August 12, 2022, the Internal Revenue Service expanded the examination to include our federal income tax return for 2019. On January 25, 2024, the Internal Revenue Service notified us that the income tax examination of our 2018 and 2019 federal income tax returns has been closed. As a result, we paid \$0.6 million in additional federal taxes, including interest,

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

during the three months ended June 30, 2024, and recognized a net income tax benefit of \$1.7 million during the three months ended March 31, 2024.

As of September 30, 2024, we did not have material undistributed foreign earnings. We have not recorded a deferred tax liability on the undistributed earnings from our foreign subsidiaries, as such earnings are considered to be indefinitely reinvested.

In August 2022, the Inflation Reduction Act of 2022 was enacted in the United States which, among other provisions, includes a minimum 15.0% tax on companies that have a three-year average annual adjusted financial statement income of more than \$1.0 billion and a 1.0% excise tax on the value of net corporate stock repurchases. Both provisions became effective on January 1, 2023 and the provisions did not have a material impact on our financial condition or results of operations for the periods presented.

**Note 18. Segment Information**

We have two reportable segments:

- Alarm.com segment
- Other segment

Our chief operating decision maker is our chief executive officer. Management determined the operational data used by the chief operating decision maker is that of the two reportable segments. Management bases strategic goals and decisions on these segments and the data presented below is used to measure financial results.

Our Alarm.com segment represents our cloud-based and Software platforms for the intelligently connected property and related solutions that contributed 92% and 93% of our revenue, net of intersegment eliminations, for the three and nine months ended September 30, 2024, respectively, as compared to 93% and 94% for the same periods in the prior year. Our Other segment is focused on researching, developing and offering residential and commercial automation solutions and energy management products and services in adjacent markets. Inter-segment revenue includes sales of hardware between our segments.

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

Management evaluates the performance of its segments and allocates resources to them based on operating income / (loss) as compared to prior periods and current performance levels. The reportable segment operational data is presented in the tables below (in thousands):

**Three Months Ended September 30, 2024**

	<b>Alarm.com</b>	<b>Other</b>	<b>Intersegment Alarm.com</b>	<b>Intersegment Other</b>	<b>Total</b>
SaaS and license revenue	\$ 141,319	\$ 17,957	\$ —	\$ —	\$ 159,276
Hardware and other revenue	80,597	1,610	(817)	(169)	81,221
Total revenue	<u>221,916</u>	<u>19,567</u>	<u>(817)</u>	<u>(169)</u>	<u>240,497</u>
Operating income / (loss)	34,546	(1,277)	(107)	32	33,194

**Three Months Ended September 30, 2023**

	<b>Alarm.com</b>	<b>Other</b>	<b>Intersegment Alarm.com</b>	<b>Intersegment Other</b>	<b>Total</b>
SaaS and license revenue	\$ 130,711	\$ 14,316	\$ —	\$ —	\$ 145,027
Hardware and other revenue	76,336	1,685	(1,021)	(173)	76,827
Total revenue	<u>207,047</u>	<u>16,001</u>	<u>(1,021)</u>	<u>(173)</u>	<u>221,854</u>
Operating income / (loss)	18,929	(3,270)	406	106	16,171

**Nine Months Ended September 30, 2024**

	<b>Alarm.com</b>	<b>Other</b>	<b>Intersegment Alarm.com</b>	<b>Intersegment Other</b>	<b>Total</b>
SaaS and license revenue	\$ 420,032	\$ 45,515	\$ —	\$ —	\$ 465,547
Hardware and other revenue	230,424	4,472	(2,362)	(494)	232,040
Total revenue	<u>650,456</u>	<u>49,987</u>	<u>(2,362)</u>	<u>(494)</u>	<u>697,587</u>
Operating income / (loss)	88,807	(10,870)	(329)	85	77,693

**Nine Months Ended September 30, 2023**

	<b>Alarm.com</b>	<b>Other</b>	<b>Intersegment Alarm.com</b>	<b>Intersegment Other</b>	<b>Total</b>
SaaS and license revenue	\$ 384,116	\$ 36,737	\$ —	\$ —	\$ 420,853
Hardware and other revenue	232,464	5,263	(2,678)	(457)	234,592
Total revenue	<u>616,580</u>	<u>42,000</u>	<u>(2,678)</u>	<u>(457)</u>	<u>655,445</u>
Operating income / (loss)	52,761	(12,340)	453	275	41,149

	<b>Alarm.com</b>	<b>Other</b>	<b>Intersegment Alarm.com</b>	<b>Intersegment Other</b>	<b>Total</b>
Assets as of September 30, 2024	\$ 2,018,782	\$ 53,902	\$ (101,676)	\$ (10)	\$ 1,970,998
Assets as of December 31, 2023	1,477,674	73,621	(111,725)	(7)	1,439,563

Our SaaS and license revenue for the Alarm.com segment included software license revenue of \$5.0 million and \$15.4 million for the three and nine months ended September 30, 2024, respectively, as compared to \$5.7 million and \$17.8 million for the same periods in the prior year. There was no software license revenue recorded for the Other segment during the three and nine months ended September 30, 2024 and 2023.

Amortization and depreciation expense was \$7.4 million and \$21.3 million for the Alarm.com segment for the three and nine months ended September 30, 2024, respectively, as compared to \$7.7 million and \$22.7 million for the same periods in the prior year. Amortization and depreciation expense was \$0.2 million and \$0.7 million for the Other segment for the three and nine months ended September 30, 2024, respectively, as compared to \$0.2 million and \$0.8 million for the same periods in the prior year. Additions to property and equipment were \$12.6 million and \$18.4 million for the Alarm.com segment for the three and nine

**ALARM.COM HOLDINGS, INC.**  
**Notes to the Condensed Consolidated Financial Statements (Unaudited) — (Continued)**  
**September 30, 2024 and 2023**

months ended September 30, 2024, respectively, as compared to \$2.1 million and \$7.9 million the same periods in the prior year. Additions to property and equipment were less than \$0.1 million and \$0.1 million for the Other segment for the three and nine months ended September 30, 2024, respectively, as compared to \$0.1 million and \$0.2 million for the same periods in the prior year.

We derived substantially all revenue from North America for the three and nine months ended September 30, 2024 and 2023. Substantially all of our long-lived assets were in North America as of September 30, 2024 and December 31, 2023.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*You should read the following discussion and analysis of our financial condition and results of operations together with (1) our condensed consolidated financial statements and the related notes and other financial information included elsewhere in this Quarterly Report on Form 10-Q, or Quarterly Report, and (2) the audited consolidated financial statements and the related notes and management's discussion and analysis of financial condition and results of operations for the fiscal year ended December 31, 2023 included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 filed on February 22, 2024, or Annual Report, with the Securities and Exchange Commission, or SEC. This Quarterly Report contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. These statements are often identified by the use of words such as "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "objective," "ongoing," "plan," "predict," "project," "potential," "should," "will," "would," or the negative or plural of these words or similar expressions or variations and such forward-looking statements include, but are not limited to, statements with respect to the anticipated impact of the global economic uncertainty and financial market conditions caused by significant worldwide events, including public health crises, and geopolitical upheaval, such as Russia's incursion into Ukraine and the conflict between Israel and regional adversaries, disruptions to global supply chains, rising interest rates, risk of recession and inflation (collectively, the Macroeconomic Conditions) on our business, results of operations and financial condition, including on our hardware sales and our Software-as-a-Service, or SaaS, and license revenue growth rate; our business strategy, plans and objectives for future operations; continued enhancements of our platform and offerings; the potential impact of trade policies and related tariffs on our cost of hardware revenue and hardware revenue margins; and our future financial and business performance. The events described in these forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that could cause actual results and the timing of certain events to differ materially from future results expressed or implied by the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those identified in the section titled "Risk Factors" set forth in Part II, Item 1A of this Quarterly Report and elsewhere in this and in our other SEC filings. You should not rely upon forward-looking statements as predictions of future events. Furthermore, such forward-looking statements speak only as of the date of this report. Except as required by law, we undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date of such statements.*

### Overview

Alarm.com is the leading platform for the intelligently connected property. Our cloud-based platform offers an expansive suite of Internet of Things, or IoT, solutions addressing opportunities in the residential, multi-family, small business and enterprise commercial markets. Alarm.com's solutions include security, video and video analytics, energy management, access control, electric utility grid management, indoor gunshot detection, water management, health and wellness and data-rich emergency response. During 2023, our platforms processed more than 325 billion data points generated by over 150 million connected devices. We believe this scale of subscribers, connected devices and data operations makes us the leader in the connected property market.

Our solutions are delivered through an established network of trusted service providers, who are experts at selling, installing and supporting our solutions. We primarily generate SaaS and license revenue through our service provider partners, who resell these services and pay us monthly fees. These service provider contracts typically have an initial term of one year, with subsequent renewal terms of one year. Our service provider partners have indicated that they typically have three to five-year service contracts with residential and commercial property owners who use our solutions. We also generate hardware and other revenue, primarily from our service provider partners and distributors. Our hardware sales include connected devices that enable our services, such as video cameras, video recorders, gunshot detection sensors, gateway modules and smart thermostats. We believe our network of service providers and the length of our service relationships with residential and commercial property owners, combined with our robust SaaS platforms and over 20 years of operating experience, contribute to a compelling business model.

Our solutions are designed to make both residential and commercial properties safer, smarter and more efficient. Our technology platforms support property owners who subscribe to our services, the hardware partners who manufacture devices that integrate with our platforms and the service provider partners who install and maintain our solutions.

The Alarm.com platform enables our service provider partners to deploy our interactive security, video monitoring, intelligent automation, access control, energy management and wellness solutions as stand-alone offerings or as combined solutions to address the needs of a broad range of customers.

### Highlights of Third Quarter Results

We primarily generate SaaS and license revenue, our largest source of revenue, through our service provider partners who resell our services and pay us monthly fees. Our service provider partners sell, install and support Alarm.com solutions that enable residential and commercial property owners to intelligently secure, connect, control and automate their properties. Our subscribers consist of all of the properties maintained by those residential and commercial property owners to which we are delivering at least one of our solutions. We derive a portion of our revenue from licensing our intellectual property to third parties



on a per customer basis. SaaS and license revenue represented 66% and 67% of our revenue during the three and nine months ended September 30, 2024, respectively, as compared to 65% and 64% in the same periods in the prior year.

We also generate SaaS and license revenue from monthly fees charged to service providers on a per subscriber basis for access to our non-hosted software platform, or Software platform. The non-hosted software for interactive security, automation and related solutions is typically deployed and operated by the service provider in its own network operations center. Software license revenue represented 2% of our revenue during each of the three and nine months ended September 30, 2024, as compared to 3% in the same periods in the prior year.

We also generate revenue from the sale of many types of hardware, including video cameras, video recorders, cellular radio modules, smart thermostats, image sensors, gunshot detection sensors and other peripherals, that enable our solutions. Our hardware and other revenue also includes our revenue from the sale of perpetual licenses that provide our customers in the commercial market the right to use our video surveillance software for an indefinite period of time in exchange for a one-time license fee. Additionally, our hardware and other revenue includes our revenue from the sale of licenses that provide our customers the right to use our gunshot detection solution in exchange for license fees. Hardware and other revenue represented 34% and 33% of our revenue during the three and nine months ended September 30, 2024, respectively, as compared to 35% and 36% in the same periods in the prior year. We typically expect hardware and other revenue to fluctuate as a percentage of total revenue.

Highlights of our financial performance for the periods covered in this Quarterly Report include:

- SaaS and license revenue increased 10% to \$159.3 million during the three months ended September 30, 2024 from \$145.0 million during the three months ended September 30, 2023. SaaS and license revenue increased 11% to \$465.5 million in the nine months ended September 30, 2024 from \$420.9 million in the nine months ended September 30, 2023. Included in SaaS and license revenue was software license revenue, which decreased to \$5.0 million during the three months ended September 30, 2024 from \$5.7 million during the three months ended September 30, 2023. Software license revenue decreased to \$15.4 million in the nine months ended September 30, 2024 from \$17.8 million in the nine months ended September 30, 2023.
- Total revenue increased 8% to \$240.5 million during the three months ended September 30, 2024 from \$221.9 million during the three months ended September 30, 2023. Total revenue increased 6% to \$697.6 million in the nine months ended September 30, 2024 from \$655.4 million in the nine months ended September 30, 2023.
- Net income increased to \$36.5 million during the three months ended September 30, 2024, as compared to \$19.4 million during the three months ended September 30, 2023. Net income increased to \$92.4 million in the nine months ended September 30, 2024, as compared to \$49.2 million in the nine months ended September 30, 2023. Net income attributable to common stockholders increased to \$36.7 million during the three months ended September 30, 2024, as compared to \$19.5 million during the three months ended September 30, 2023. Net income attributable to common stockholders increased to \$93.8 million in the nine months ended September 30, 2024, as compared to \$49.7 million in the nine months ended September 30, 2023.
- Non-GAAP adjusted EBITDA, a non-GAAP measurement of operating performance, increased to \$50.0 million during the three months ended September 30, 2024 from \$41.4 million during the three months ended September 30, 2023. Non-GAAP adjusted EBITDA increased to \$129.9 million in the nine months ended September 30, 2024 from \$108.4 million in the nine months ended September 30, 2023.

Please see *Non-GAAP Measures* below in this section of this Quarterly Report for a discussion of the limitations of non-GAAP adjusted EBITDA (a non-GAAP measure) and a reconciliation of non-GAAP adjusted EBITDA from net income, the most directly comparable measurement in accordance with accounting principles generally accepted in the United States, or GAAP, for the three and nine months ended September 30, 2024 and 2023.

## Recent Developments

In August 2024, we entered into an amendment to the lease for our corporate headquarters, which extends the term of our existing leased office space to 2034 and includes two successive five-year renewal options. Additionally, the amendment provides for additional office space, parking spaces and tenant improvement allowances.

The global economy, credit markets and financial markets have and may continue to experience significant volatility as a result of the Macroeconomic Conditions. These Macroeconomic Conditions have and may continue to create supply chain disruptions, inventory disruptions, and fluctuations in economic growth, including fluctuations in employment rates, inflation, energy prices and consumer sentiment. It remains difficult to assess or predict the ultimate duration and economic impact of the Macroeconomic Conditions. The results of operations for the three and nine months ended September 30, 2024 are not necessarily indicative of the results that can be expected for our entire fiscal year ending December 31, 2024, which is increasingly true in periods of extreme uncertainty, such as the uncertainty caused by the Macroeconomic Conditions. Prolonged uncertainty with respect to the Macroeconomic Conditions could cause further economic slowdown or cause other unpredictable events, each of which could adversely affect our business, results of operations or financial condition.

## Other Business Metrics

We regularly monitor a number of financial and operating metrics in order to measure our current performance and estimate our future performance. Our other business metrics may be calculated in a manner different from the way similar business metrics used by other companies are calculated and include the following (dollars in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
SaaS and license revenue	\$ 159,276	\$ 145,027	\$ 465,547	\$ 420,853
Non-GAAP adjusted EBITDA	49,976	41,435	129,853	108,383

	Twelve Months Ended September 30,	
	2024	2023
SaaS and license revenue renewal rate	95 %	93 %

## SaaS and License Revenue

SaaS and license revenue is a GAAP measure that we use to measure our current performance and estimate our future performance. We believe SaaS and license revenue is an indicator of the productivity of our existing service provider partners and their ability to activate and maintain subscribers using our intelligently connected property solutions, our ability to add new service provider partners reselling our solutions, the demand for our intelligently connected property solutions and the pace at which the market for these solutions is growing.

## Non-GAAP Adjusted EBITDA

Non-GAAP adjusted EBITDA is a non-GAAP measure that represents our net income before interest expense, interest income, certain activity within other expense, net, provision for income taxes, amortization and depreciation expense, stock-based compensation expense, acquisition-related expense, legal costs and settlement fees incurred and received in connection with non-ordinary course litigation and other disputes, particularly costs involved in ongoing intellectual property litigation. We do not consider these items to be indicative of our core operating performance. The non-cash items include amortization and depreciation expense; amortization of debt issuance costs for the January 20, 2021 issuance of \$500.0 million aggregate principal amount of 0% convertible senior notes due January 15, 2026, or the 2026 Notes, included in interest expense; amortization of debt issuance costs for the May 31, 2024 issuance of \$500.0 million aggregate principal amount of 2.25% convertible senior notes due June 1, 2029, or the 2029 Notes, included in interest expense; and stock-based compensation expense related to restricted stock units and other forms of equity compensation, including, but not limited to, the sale of common stock. We do not adjust for ordinary course legal expenses resulting from maintaining and enforcing our intellectual property portfolio and license agreements.

We record interest expense primarily related to our 2026 Notes and 2029 Notes. We exclude interest expense in calculating non-GAAP adjusted EBITDA because we believe the exclusion of interest expense will provide for more meaningful information about our financial performance. We exclude interest income and certain activity within other expense, net including gains, losses or impairments on investments without readily determinable fair values and other assets, gains on settlement fees and losses on the early extinguishment of debt, when applicable, from non-GAAP adjusted EBITDA because we do not consider it part of our ongoing results of operations. We exclude the impact related to our provision for income taxes from non-GAAP adjusted EBITDA because we do not consider this tax adjustment to be part of our ongoing results of operations.

GAAP requires that operating expenses include the amortization of acquired intangible assets, which principally include acquired customer relationships, developed technology and trade names. We exclude amortization of intangibles from non-GAAP adjusted EBITDA because we do not consider amortization expense when we evaluate our ongoing business operations, nor do we factor amortization expense into our evaluation of potential acquisitions, or our measurement of the performance of those acquisitions. We believe the exclusion of amortization expense enables the comparison of our performance to other companies in our industry as other companies may be more or less acquisitive than we are, and therefore, amortization expense may vary significantly by company based on their acquisition history. Although we exclude amortization of acquired intangible assets from non-GAAP adjusted EBITDA, management believes that it is important for investors to understand that such intangible assets were recorded as part of purchase accounting and contribute to revenue generation.

We record depreciation primarily for investments in property and equipment. We exclude depreciation in calculating non-GAAP adjusted EBITDA because we do not consider depreciation when we evaluate our ongoing business operations.

We exclude stock-based compensation expense, which relates to restricted stock units and other forms of equity incentives primarily awarded to employees of Alarm.com, because they are non-cash charges that we do not consider when assessing the operating performance of our business. Additionally, the determination of stock-based compensation expense can be calculated using various methodologies and is dependent upon subjective assumptions and other factors that vary on a company-by-company basis. Therefore, we believe excluding stock-based compensation expense from non-GAAP adjusted EBITDA improves the comparability of our results to the results of other companies in our industry.

Included in operating expenses are incremental costs directly related to business and asset acquisitions as well as changes in the fair value of contingent consideration liabilities, when applicable. We exclude acquisition-related expense from non-GAAP adjusted EBITDA because we believe the exclusion of this expense allows us to better provide meaningful information about our operating performance, facilitates comparisons to our historical operating results, improves the comparability of our results to the results of other companies in our industry, and ultimately, we believe helps investors better understand the acquisition-related expense and the effects of the transaction on our results of operations.

We exclude non-ordinary course litigation expense because we do not consider legal costs and settlement fees incurred and received in litigation and litigation-related matters of non-ordinary course lawsuits and other disputes, particularly costs incurred in ongoing intellectual property litigation, to be indicative of our core operating performance. We do not adjust for ordinary course legal expenses, including those expenses resulting from maintaining and enforcing our intellectual property portfolio and license agreements.

Non-GAAP adjusted EBITDA is a key measure our management uses to understand and evaluate our core operating performance and trends to generate future operating plans, to make strategic decisions regarding the allocation of capital, and to make investments in initiatives that are focused on cultivating new markets for our solutions. In particular, the exclusion of certain expenses in calculating non-GAAP adjusted EBITDA facilitates comparisons of our operating performance on a period-to-period basis and, in the case of exclusion of acquisition-related adjustments and certain historical legal expenses, excludes items that we do not consider to be indicative of our core operating performance. Non-GAAP adjusted EBITDA is not a measure calculated in accordance with GAAP and should not be considered in isolation from, or as a substitute for, financial information prepared in accordance with GAAP. Please see *Non-GAAP Measures* in this section for a discussion of the limitations of non-GAAP adjusted EBITDA and a reconciliation of non-GAAP adjusted EBITDA from net income, the most directly comparable GAAP measurement, for the three and nine months ended September 30, 2024 and 2023.

### **SaaS and License Revenue Renewal Rate**

Our SaaS and license revenue renewal rate is an operating metric. We measure our SaaS and license revenue renewal rate on a trailing 12-month basis by dividing (a) the total SaaS and license revenue recognized during the trailing 12-month period from our subscribers on our Alarm.com platform who were subscribers on the first day of the period, by (b) total SaaS and license revenue we would have recognized during the period from those same subscribers assuming no terminations, or service level upgrades or downgrades. The SaaS and license revenue renewal rate represents both residential and commercial properties. Our SaaS and license revenue renewal rate is expressed as an annualized percentage and it is calculated across our entire subscriber base on the Alarm.com platform excluding subscribers of service providers that may use one of our other platforms as a substitute for the Alarm.com platform. Our service provider partners have indicated that they typically have three to five-year service contracts with residential and commercial property owners who use our solutions. Our SaaS and license revenue renewal rate includes subscribers whose contract with their service provider reached the end of its contractual term during the measurement period, as well as subscribers whose contract with their service provider has not reached the end of its contractual term during the measurement period, and is not intended to estimate the rate at which our subscribers renew their contracts with our service provider partners. We believe our SaaS and license revenue renewal rate allows us to measure our ability to retain and grow our SaaS and license revenue and serves as an indicator of the lifetime value of our subscriber base.

## Components of Operating Results

Our fiscal year ends on December 31. The key elements of our operating results include:

### Revenue

We derive our revenue from three primary sources: the sale of cloud-based SaaS services on our integrated Alarm.com platform, the sale of licenses and services on the Software platform and the sale of hardware products. We sell our platform and hardware solutions to service provider partners that resell our solutions and hardware to residential and commercial property owners, who are the service provider partners' customers.

*SaaS and License Revenue.* We generate the majority of our SaaS and license revenue primarily from monthly fees charged to our service provider partners on a per subscriber basis for access to our cloud-based intelligently connected property platform and related solutions. Our fees per subscriber vary based upon the service plan and features utilized.

We offer multiple service level packages for our platform solutions including a range of solutions and a range of a la carte add-ons for additional features. The fee paid by our service provider partners each month for the delivery of our solutions is based on the combination of packages and add-ons enabled for each subscriber. We utilize tiered pricing plans where our service provider partners may receive prospective pricing discounts driven by volume.

We also generate SaaS and license revenue from the fees paid to us when we license our intellectual property to third parties for use of our patents. In addition, in certain markets, our EnergyHub subsidiary sells its demand response service for an annual service fee, with pricing based on the number of subscribers or amount of aggregate electricity demand made available for a utility's or market's control.

*Software License Revenue.* Our SaaS and license revenue also includes our software license revenue from monthly fees charged to service providers on a per subscriber basis for access to our Software platform. The non-hosted software for interactive security, automation and related solutions is typically deployed and operated by the service provider in its own network operations center. Our agreements for the Software platform solution typically include software and services, such as post-contract customer support, or PCS. Software license revenue included in SaaS and license revenue is expected to continue to decline over time as we transition subscribers to our cloud-based hosted platform.

*Hardware and Other Revenue.* We generate hardware and other revenue primarily from the sale of video cameras, video recorders, smart thermostats and cellular radio modules that provide access to our cloud-based platforms and, to a lesser extent, the sale of other devices, including image sensors, gunshot detection sensors and peripherals. We primarily transfer hardware to our customers upon delivery to the customer, which corresponds with the time at which the customer obtains control of the hardware. We record a reserve against revenue for hardware returns based on historical returns.

Our hardware and other revenue also includes our revenue from the sale of perpetual licenses that provide our customers in the commercial market the right to use our video surveillance software for an indefinite period of time in exchange for a one-time license fee. Additionally, our hardware and other revenue includes our revenue from the sale of licenses that provide our customers the right to use our indoor gunshot detection solution in exchange for license fees. Hardware and other revenue may also include activation fees charged to some of our service provider partners for activation of a new subscriber account on our platforms, as well as fees paid by service provider partners for our marketing services. The decision whether to charge an activation fee is based in part on the expected number of subscribers to be added by our service provider partners and as a result, many of our largest service provider partners do not pay an activation fee.

Our revenue, and in particular our hardware revenue, has in the past and may in the future be negatively affected by the Macroeconomic Conditions and their related impacts. It remains difficult to assess or predict the ultimate duration and economic impact of the Macroeconomic Conditions.

## Cost of Revenue

Our cost of SaaS and license revenue primarily includes the amounts paid to wireless network providers and, to a lesser extent, the costs of running our network operations centers which are expensed as incurred, as well as patent and royalty costs in connection with technology licensed from third-party providers and amounts paid to distributed energy resource providers. Our cost of SaaS and license revenue also includes our cost of software license revenue, which primarily includes the payroll and payroll-related costs of the department dedicated to providing service exclusively to those service providers that host the Software platform. As of September 30, 2024 and 2023, we had 76 and 77 employees who manufacture hardware for our suite of IoT solutions, respectively. Our cost of hardware and other revenue primarily includes cost of raw materials, tooling, freight shipments and amounts paid to our third-party manufacturer for production and fulfillment of our cellular radio modules and image sensors, and procurement costs for our video cameras, video recorders, smart thermostats and gunshot detection sensors, which we purchase from an original equipment manufacturer, and other devices. Cost of hardware and other revenue also includes material costs and labor cost related to our employees who manufacture hardware for our suite of IoT solutions. Additionally, our cost of hardware and other revenue includes royalty costs in connection with technology licensed from third-party providers.

We record the cost of SaaS and license revenue as expenses are incurred, which corresponds to the delivery period of our services to our subscribers. We record the cost of hardware and other revenue primarily when the hardware and other services are delivered to the service provider partner, which occurs when control of the hardware and other services transfers to the service provider partner. Our cost of revenue excludes amortization and depreciation shown in operating expenses.

Since 2019, the U.S. government has implemented and imposed significant changes to U.S. trade policy with respect to China. Tariffs have subjected certain Alarm.com products manufactured overseas to additional import duties of up to 25%. The amount of the import tariff and the number of products subject to tariffs have changed numerous times based on action by the U.S. government. Less than one-third of the hardware products that we sell to our service provider partners are imported from China and could be subject to increased tariffs. While the additional import duties resulted in an increase to our cost of hardware revenue, these import duties had a modest impact on hardware revenue margins. If tariffs are increased or are expanded to apply to more of our products, such actions may increase our cost of hardware revenue and reduce our hardware revenue margins in the future. We continue to monitor the changes in tariffs.

We currently expect our hardware revenue margins in 2024 to approximate the hardware revenue margins from 2023.

## Operating Expenses

Our operating expenses consist of sales and marketing, general and administrative, research and development and amortization and depreciation expenses. Salaries, bonuses, stock-based compensation, benefits and other personnel related costs are the most significant components of each of these expense categories, excluding amortization and depreciation. We include stock-based compensation expense in connection with the grant of restricted stock units and other forms of equity compensation, including equity compensation with performance conditions, in the applicable operating expense category based on the respective equity award recipient's function (sales and marketing, general and administrative or research and development). We grew from 1,986 employees as of September 30, 2023 to 2,055 employees as of September 30, 2024, and grew from 2,033 employees as of June 30, 2024. We expect to continue to hire new employees to support the projected future growth of our business.

*Sales and Marketing Expense.* Sales and marketing expense consists primarily of personnel and related expenses for our sales and marketing teams, including salaries, bonuses, stock-based compensation, benefits, travel, and commissions. Our sales and marketing teams engage in sales, account management, service provider partner support, advertising, promotion of our products and services and marketing.

The number of employees in sales and marketing functions increased from 566 as of September 30, 2023 to 583 as of September 30, 2024 and increased from 576 as of June 30, 2024. We expect to continue to invest in our sales and marketing activities to expand our business both domestically and internationally and we expect to increase our marketing expense in 2024 as compared to 2023. We intend to increase the size of our sales force and our service provider partner support team to provide additional support to our existing service provider partner base to drive their productivity in selling our solutions as well as to enroll new service provider partners in North America and in international markets.

*General and Administrative Expense.* General and administrative expense consists primarily of personnel and related expenses for our administrative, legal, human resources, finance and accounting personnel, including salaries, bonuses, stock-based compensation, benefits and other personnel costs. Additional expenses included in this category are legal costs, including those that are incurred to defend and license our intellectual property, as well as non-personnel costs, such as travel related expenses, rent, subcontracting and professional fees, audit fees, tax services, and insurance expenses. Also included in general and administrative expenses are credit losses and acquisition-related expenses, which consist primarily of legal, accounting and professional service fees directly related to acquisitions and valuation gains or losses on acquisition-related contingent liabilities.

The number of employees in general and administrative functions increased from 227 as of September 30, 2023 to 232 as of September 30, 2024 and increased from 223 as of June 30, 2024. Excluding intellectual property litigation and acquisition-related expense, we expect general and administrative costs to increase prospectively as our business grows. This includes cost increases related to human resources, accounting, finance, and legal personnel, additional external legal, audit fees and other expenses associated with regulations governing public companies. While somewhat unpredictable, we also expect to continue to incur costs related to litigation involving intellectual property. See the section of this Quarterly Report titled "Legal Proceedings" for additional information regarding litigation matters.

**Research and Development Expense.** Research and development expense consists primarily of personnel and related expenses for our employees working on our product development and software and device engineering teams, including salaries, bonuses, stock-based compensation, benefits and other personnel costs. Also included are non-personnel costs such as consulting and professional fees paid to third-party development resources.

The number of employees in research and development functions increased from 1,116 as of September 30, 2023 to 1,164 as of September 30, 2024 and increased from 1,155 as of June 30, 2024. Our research and development efforts are focused on innovating new features and enhancing the functionality of our platforms and the solutions we offer to our service provider partners and subscribers. We will also continue to invest in efforts to extend our platforms to adjacent markets and internationally to maintain our leadership position in the development of intelligently connected property technology, and continued enhancement of our Partner Services Platform, a comprehensive suite of enterprise-grade business management solutions for our service provider partners.

**Amortization and Depreciation.** Amortization and depreciation consists of amortization of intangible assets originating from our acquisitions as well as our internally-developed capitalized software. Our depreciation expense is related to investments in property and equipment. Acquired intangible assets include developed technology, customer related intangibles, trademarks and trade names. We expect in the near term that amortization and depreciation may fluctuate based on our acquisition activity, development of our platforms and capitalized expenditures.

### **Interest Expense**

We record interest expense associated with our 2026 Notes, 2029 Notes and acquired debt. Interest expense in 2024 is expected to increase as compared to 2023 due to the issuance of the 2029 Notes.

### **Interest Income**

Interest income consists of interest income earned on our cash and cash equivalents, our notes receivable and our restricted cash. Interest income in 2024 will depend, in part, on our use of cash and fluctuations in interest rates.

### **Other Expense, Net**

Other expense, net primarily consists of non-operating and miscellaneous expense and income.

### **Provision for Income Taxes**

We are subject to U.S. federal, state and local income taxes as well as foreign income taxes. During the ordinary course of business, there are many transactions and calculations for which the ultimate tax determination is uncertain. As a result, we recognize tax liabilities based on estimates of whether additional taxes will be due. For the three months ended September 30, 2024, our effective tax rate was below the 21.0% statutory rate primarily due to 2024 research and development tax credits claimed, the foreign derived intangible income deduction and a favorable true-up adjustment of our 2023 income tax provision estimate and amended prior year state income tax returns, partially offset by the impact of state taxes, foreign withholding taxes and other nondeductible expenses. For the nine months ended September 30, 2024, our effective tax rate was below the 21.0% statutory rate primarily due to a favorable true-up adjustment of our 2023 income tax provision estimate, the foreign derived intangible income deduction, 2024 research and development tax credits claimed, the release of an unrecognized tax benefit liability due to the closure of the 2018 and 2019 Internal Revenue Service federal income tax examination and tax windfall benefits from employee stock-based compensation, partially offset by the impact of state taxes, federal estimated tax payment interest expense and other nondeductible expenses. We recognize stock-based compensation tax shortfalls and excess tax windfall benefits on a discrete basis during the quarter in which they occur, and we anticipate our effective tax rate will vary from quarter to quarter depending on our stock price as well as the vesting and exercises of various forms of equity compensation under our equity incentive plans each period, including restricted stock units and stock options.

## Results of Operations

The following table sets forth our unaudited selected condensed consolidated statements of operations (in thousands) and data as a percentage of revenue for the periods presented:

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2024		2023		2024		2023	
Revenue:								
SaaS and license revenue	\$ 159,276	66 %	\$ 145,027	65 %	\$ 465,547	67 %	\$ 420,853	64 %
Hardware and other revenue	81,221	34	76,827	35	232,040	33	234,592	36
Total revenue	240,497	100	221,854	100	697,587	100	655,445	100
Cost of revenue <sup>(1)</sup> :								
Cost of SaaS and license revenue	23,099	10	21,917	10	65,621	10	63,076	10
Cost of hardware and other revenue	61,649	25	59,488	27	176,924	25	180,868	27
Total cost of revenue	84,748	35	81,405	37	242,545	35	243,944	37
Operating expenses:								
Sales and marketing <sup>(2)</sup>	27,010	11	23,861	11	80,301	11	74,278	11
General and administrative <sup>(2)</sup>	25,712	11	31,455	14	81,112	12	88,753	14
Research and development <sup>(2)</sup>	62,221	26	61,014	27	193,907	28	183,840	28
Amortization and depreciation	7,612	3	7,948	4	22,029	3	23,481	4
Total operating expenses	122,555	51	124,278	56	377,349	54	370,352	57
Operating income	33,194	14	16,171	7	77,693	11	41,149	6
Interest expense	(4,315)	(2)	(906)	—	(7,079)	(1)	(2,601)	—
Interest income	14,384	6	8,493	4	33,780	5	21,092	3
Other expense, net	(89)	—	(435)	—	(1,665)	—	(1,214)	—
Income before income taxes	43,174	18	23,323	11	102,729	15	58,426	9
Provision for income taxes	6,718	3	3,972	2	10,349	2	9,257	1
Net income	\$ 36,456	15 %	\$ 19,351	9 %	\$ 92,380	13 %	\$ 49,169	8 %

(1) Excludes amortization and depreciation shown in operating expenses below.

(2) Operating expenses include stock-based compensation expense as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
<b>Stock-based compensation expense data:</b>				
Cost of hardware and other revenue	\$ —	\$ 3	\$ 2	\$ 3
Sales and marketing	545	854	2,024	2,778
General and administrative	3,077	3,260	9,561	9,873
Research and development	5,572	7,689	20,088	23,769
Total stock-based compensation expense	\$ 9,194	\$ 11,806	\$ 31,675	\$ 36,423

The following table sets forth the components of cost of revenue as a percentage of revenue:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
<b>Components of cost of revenue as a percentage of revenue:</b>				
Cost of SaaS and license revenue as a percentage of SaaS and license revenue	15 %	15 %	14 %	15 %
Cost of hardware and other revenue as a percentage of hardware and other revenue	76	77	76	77
Total cost of revenue as a percentage of total revenue	35 %	37 %	35 %	37 %

**Comparison of the Three and Nine Months Ended September 30, 2024 to September 30, 2023**

The following tables in this section set forth our selected condensed consolidated statements of operations (in thousands), data for the percentage change and data as a percentage of revenue for the three and nine months ended September 30, 2024 and September 30, 2023.

**Revenue**

	Three Months Ended September 30,		% Change	Nine Months Ended September 30,		% Change
	2024	2023		2024	2023	
Revenue						
SaaS and license revenue	\$ 159,276	\$ 145,027	10 %	\$ 465,547	\$ 420,853	11 %
Hardware and other revenue	81,221	76,827	6	232,040	234,592	(1)
Total revenue	<u>\$ 240,497</u>	<u>\$ 221,854</u>	8 %	<u>\$ 697,587</u>	<u>\$ 655,445</u>	6 %

The \$18.6 million increase in total revenue for the three months ended September 30, 2024 as compared to the same period in the prior year was primarily the result of a \$14.2 million, or 10%, increase in our SaaS and license revenue, and a \$4.4 million, or 6%, increase in our hardware and other revenue. Our software license revenue included within SaaS and license revenue decreased \$0.7 million to \$5.0 million during the three months ended September 30, 2024 as compared to \$5.7 million during the same period in the prior year primarily due to the result of the continuing transition of customers from non-hosted software to our cloud based hosted platform. The SaaS and license revenue for the Alarm.com segment increased \$10.6 million for the three months ended September 30, 2024 as compared to the same period in the prior year primarily due to growth in our subscriber base, including the revenue impact from subscribers we added in 2023. The SaaS and license revenue for our Other segment increased \$3.6 million for the three months ended September 30, 2024 as compared to the same period in the prior year primarily due to an increase in sales of our energy management and demand response solutions as well as our property management solution. The increase in hardware and other revenue for the three months ended September 30, 2024 as compared to the same period in the prior year was primarily from the \$4.5 million increase in hardware and other revenue, net of intersegment eliminations, in the Alarm.com segment arising from an increase in the volume of commercial video devices sold. Hardware and other revenue, net of intersegment eliminations, in our Other segment decreased \$0.1 million for the three months ended September 30, 2024 as compared to the same period in the prior year primarily due to decreased sales related to our property management solution.

The \$42.1 million increase in total revenue for the nine months ended September 30, 2024 as compared to the same period in the prior year was primarily the result of a \$44.7 million, or 11%, increase in our SaaS and license revenue, partially offset by a \$2.6 million, or 1%, decrease in our hardware and other revenue. Our software license revenue included within SaaS and license revenue decreased \$2.4 million to \$15.4 million during the nine months ended September 30, 2024, as compared to \$17.8 million during the same period in the prior year primarily due to the result of the continuing transition of customers from non-hosted software to our cloud based hosted platform. The SaaS and license revenue for the Alarm.com segment increased \$35.9 million for the nine months ended September 30, 2024 as compared to the same period in the prior year primarily due to growth in our subscriber base, including the revenue impact from subscribers we added in 2023, as well as an increase in our license revenue. The SaaS and license revenue for our Other segment increased \$8.8 million for the nine months ended September 30, 2024 as compared to the same period in the prior year primarily due to an increase in sales of our energy management and demand response solutions as well as our property management solution. The decrease in hardware and other revenue for the nine months ended September 30, 2024 as compared to the same period in the prior year was primarily from the \$1.7 million decrease in hardware and other revenue, net of intersegment eliminations, in the Alarm.com segment arising from a decrease in the volume of cameras sold. Hardware and other revenue, net of intersegment eliminations, in our Other segment decreased \$0.9 million for the nine months ended September 30, 2024 as compared to the same period in the prior year, primarily due to decreased sales related to our property management solution.



## Cost of Revenue

	Three Months Ended September 30,			% Change	Nine Months Ended September 30,			% Change
	2024	2023			2024	2023		
Cost of revenue <sup>(1)</sup>								
Cost of SaaS and license revenue	\$ 23,099	\$ 21,917		5 %	\$ 65,621	\$ 63,076		4 %
Cost of hardware and other revenue	61,649	59,488		4	176,924	180,868		(2)
Total cost of revenue	\$ 84,748	\$ 81,405		4 %	\$ 242,545	\$ 243,944		(1)%
% of total revenue	35 %	37 %			35 %	37 %		

(1) Excludes amortization and depreciation shown in operating expenses.

The \$3.3 million increase in cost of revenue for the three months ended September 30, 2024 as compared to the same period in the prior year was the result of a \$2.1 million, or 4%, increase in cost of hardware and other revenue, and a \$1.2 million, or 5%, increase in cost of SaaS and license revenue. Our cost of software license revenue included within cost of SaaS and license revenue was \$0.2 million and \$0.1 million for the three months ended September 30, 2024 and 2023, respectively. The cost of hardware and other revenue for the Alarm.com segment increased \$2.3 million during the three months ended September 30, 2024 as compared to the same period in the prior year primarily due to a change in the mix of product sales to more hardware with higher costs as well as an increase in the number of hardware units shipped. The cost of hardware and other revenue for the Other segment decreased \$0.2 million during the three months ended September 30, 2024 as compared to the same period in the prior year primarily due to a change in the mix of product sales. The cost of SaaS and license revenue for the Alarm.com segment increased \$0.4 million during the three months ended September 30, 2024 as compared to the same period in the prior year primarily due to the growth in our subscriber base, which drove a corresponding increase in amounts paid to wireless network providers. The cost of SaaS and license revenue for the Other segment increased \$0.8 million during the three months ended September 30, 2024 as compared to the same period in the prior year primarily due to an increase in sales of our energy management and demand response solutions, which drove a corresponding increase in amounts paid to distributed energy resource providers.

Cost of hardware and other revenue as a percentage of hardware and other revenue was 76% for the three months ended September 30, 2024 and 77% for the same period in the prior year. The decrease in cost of hardware and other revenue as a percentage of hardware and other revenue for the three months ended September 30, 2024 as compared to the same period in the prior year is primarily a reflection of the mix of product sales during the periods. Cost of SaaS and license revenue as a percentage of SaaS and license revenue was 15% for each of three months ended September 30, 2024 and 2023. Cost of software license revenue as a percentage of software license revenue was 3% for the three months ended September 30, 2024 and 2% for the same period in the prior year.

The \$1.4 million decrease in cost of revenue for the nine months ended September 30, 2024 as compared to the same period in the prior year was the result of a \$3.9 million, or 2%, decrease in cost of hardware and other revenue, partially offset by a \$2.5 million, or 4%, increase in cost of SaaS and license revenue. Our cost of software license revenue included within cost of SaaS and license revenue was \$0.5 million and \$0.4 million for the nine months ended September 30, 2024 and 2023, respectively. The cost of hardware and other revenue for the Alarm.com segment decreased \$3.2 million during the nine months ended September 30, 2024 as compared to the same period in the prior year primarily due to a decrease in the number of hardware units shipped. The cost of hardware and other revenue for the Other segment decreased \$0.7 million during the three months ended September 30, 2024 as compared to the same period in the prior year primarily due to a decrease in the number of hardware units shipped. The cost of SaaS and license revenue for the Alarm.com segment increased \$0.5 million during the nine months ended September 30, 2024 as compared to the same period in the prior year primarily due to the growth in our subscriber base, which drove a corresponding increase in amounts paid to wireless network providers. The cost of SaaS and license revenue for the Other segment increased \$2.0 million during the nine months ended September 30, 2024 as compared to the same period in the prior year primarily due to an increase in sales of our energy management and demand response solutions, which drove a corresponding increase in amounts paid to distributed energy resource providers.

Cost of hardware and other revenue as a percentage of hardware and other revenue was 76% for the nine months ended September 30, 2024 and 77% for the same period in the prior year. The decrease in cost of hardware and other revenue as a percentage of hardware and other revenue for the nine months ended September 30, 2024 as compared to the same period in the prior year is primarily a reflection of the mix of product sales during the periods. Cost of SaaS and license revenue as a percentage of SaaS and license revenue was 14% for the nine months ended September 30, 2024 and 15% for the same period in the prior year. Cost of software license revenue as a percentage of software license revenue was 3% for the nine months ended September 30, 2024 and 2% for the same period in the prior year.

### Sales and Marketing Expense

	Three Months Ended September 30,			% Change	Nine Months Ended September 30,			% Change
	2024	2023			2024	2023		
Sales and marketing	\$ 27,010	\$ 23,861		13 %	\$ 80,301	\$ 74,278		8 %
% of total revenue	11 %	11 %			11 %	11 %		

The \$3.1 million increase in sales and marketing expense for the three months ended September 30, 2024 as compared to the same period in the prior year was primarily due to a \$1.7 million increase in personnel and related costs for our Alarm.com segment, attributable in part to increases in the headcount for our sales team to support our growth, and a \$0.5 million increase in marketing expense for our Alarm.com segment. Personnel and related costs includes salary, benefits, stock-based compensation and travel expenses. These increases in sales and marketing expense for our Alarm.com segment were partially offset by a \$0.2 million decrease in our expenses for external consultants for the three months ended September 30, 2024 as compared to the same period in the prior year. Sales and marketing expense from our Other segment increased \$1.0 million for the three months ended September 30, 2024 as compared to the same period in the prior year, primarily due to an increase in personnel and related costs, attributable in part to increases in the headcount for our sales team.

The \$6.0 million increase in sales and marketing expense for the nine months ended September 30, 2024 as compared to the same period in the prior year was primarily due to a \$2.7 million increase in personnel and related costs for our Alarm.com segment, attributable in part to increases in the headcount for our sales team to support our growth, and a \$1.0 million increase in marketing expense for our Alarm.com segment. These increases in sales and marketing expense for our Alarm.com segment were partially offset by a \$0.5 million decrease in our expenses for external consultants and recruiting for the nine months ended September 30, 2024 as compared to the same period in the prior year. Sales and marketing expense from our Other segment increased \$3.0 million for the three months ended September 30, 2024 as compared to the same period in the prior year, primarily due to an increase in personnel and related costs, attributable in part to increases in the headcount for our sales team. The number of employees in sales and marketing functions increased from 566 as of September 30, 2023 to 583 as of September 30, 2024.

### General and Administrative Expense

	Three Months Ended September 30,			% Change	Nine Months Ended September 30,			% Change
	2024	2023			2024	2023		
General and administrative	\$ 25,712	\$ 31,455		(18)%	\$ 81,112	\$ 88,753		(9)%
% of total revenue	11 %	14 %			12 %	14 %		

The \$5.7 million decrease in general and administrative expense for the three months ended September 30, 2024 as compared to the same period in the prior year was primarily due to a \$6.9 million decrease in legal costs for our Alarm.com segment related to intellectual property litigation. This decrease in general and administrative expense was partially offset by a \$0.7 million increase in personnel and related costs, a \$0.5 million increase in consulting and recruiting costs and a \$0.3 million increase in rent expense for our Alarm.com segment. General and administrative expenses from our Other segment decreased by \$0.4 million for the three months ended September 30, 2024 as compared to the same period in the prior year, primarily due to a decrease in the provision for credit losses.

The \$7.6 million decrease in general and administrative expense for the nine months ended September 30, 2024 as compared to the same period in the prior year was primarily due to a \$14.5 million decrease in legal costs for our Alarm.com segment related to intellectual property litigation. This decrease in general and administrative expense was partially offset by a \$4.0 million increase in the provision for credit losses related to a loan we previously provided to an affiliated entity of one of our distribution partners, a \$0.5 million increase in rent expense, a \$0.4 million increase in recruiting costs and a \$0.4 million increase in personnel and related costs for the nine months ended September 30, 2024 as compared to the same period in the prior year. General and administrative expenses from our Other segment decreased \$0.4 million primarily due to a decrease in the provision for credit losses for the nine months ended September 30, 2024 as compared to the same period in the prior year. The overall number of employees in general and administrative functions increased from 227 as of September 30, 2023 to 232

as of September 30, 2024.

**Research and Development Expense**

	Three Months Ended September 30,		% Change	Nine Months Ended September 30,		% Change
	2024	2023		2024	2023	
Research and development	\$ 62,221	\$ 61,014	2 %	\$ 193,907	\$ 183,840	5 %
<i>% of total revenue</i>	26 %	27 %		28 %	28 %	

The \$1.2 million increase in research and development expense for the three months ended September 30, 2024 as compared to the same period in the prior year was primarily due to a \$0.5 million increase in personnel and related costs for our Alarm.com segment, attributable in part to an increase in headcount of employees in research and development functions as well as a \$0.4 million increase in our expenses for external consultants. Research and development expense from our Other segment increased by \$0.5 million for the three months ended September 30, 2024 as compared to the same period in the prior year, primarily due to an increase in personnel and related costs.

The \$10.1 million increase in research and development expense for the nine months ended September 30, 2024 as compared to the same period in the prior year was primarily due to a \$6.5 million increase in personnel and related costs for our Alarm.com segment, attributable in part to an increase in headcount of employees in research and development functions as well as a \$1.7 million increase in our expenses for external consultants. Research and development expense from our Other segment increased by \$2.8 million for the nine months ended September 30, 2024 as compared to the same period in the prior year, primarily due to an increase in personnel and related costs. The overall number of employees in research and development functions increased from 1,116 as of September 30, 2023 to 1,164 as of September 30, 2024.

**Amortization and Depreciation**

	Three Months Ended September 30,		% Change	Nine Months Ended September 30,		% Change
	2024	2023		2024	2023	
Amortization and depreciation	\$ 7,612	\$ 7,948	(4)%	\$ 22,029	\$ 23,481	(6)%
<i>% of total revenue</i>	3 %	4 %		3 %	4 %	

Amortization and depreciation decreased \$0.3 million and \$1.5 million for the three and nine months ended September 30, 2024, respectively, as compared to the same periods in the prior year, primarily due to changes in amortization expense related to the intangible assets we previously acquired.

**Interest Expense**

	Three Months Ended September 30,		% Change	Nine Months Ended September 30,		% Change
	2024	2023		2024	2023	
Interest expense	\$ (4,315)	\$ (906)	376 %	\$ (7,079)	\$ (2,601)	172 %
<i>% of total revenue</i>	(2)%	— %		(1)%	— %	

Interest expense increased \$3.4 million and \$4.5 million for the three and nine months ended September 30, 2024, respectively, as compared to the same periods in the prior year, primarily due to the interest expense and amortization of the debt issuance costs related to the 2029 Notes.

**Interest Income**

	Three Months Ended September 30,		% Change	Nine Months Ended September 30,		% Change
	2024	2023		2024	2023	
Interest income	\$ 14,384	\$ 8,493	69 %	\$ 33,780	\$ 21,092	60 %
<i>% of total revenue</i>	6 %	4 %		5 %	3 %	

Interest income increased \$5.9 million and \$12.7 million for the three and nine months ended September 30, 2024, respectively, as compared to the same periods in the prior year, primarily due to an increase in interest income earned on cash and cash equivalents from higher amounts of cash and cash equivalents and higher average interest rates during the nine months ended September 30, 2024 as compared to the same period in the prior year. The increase in interest income was partially offset by a \$0.5 million reduction to interest income for the reversal of payable in kind interest associated with a subordinated credit agreement with an affiliated entity of one of our distribution partners during the nine months ended September 30, 2024, which did not occur during the nine months ended September 30, 2023.

#### Other Expense, Net

	Three Months Ended September 30,			% Change	Nine Months Ended September 30,			% Change
	2024	2023			2024	2023		
Other expense, net	\$ (89)	\$ (435)		(80)%	\$ (1,665)	\$ (1,214)		37 %
% of total revenue	— %	— %			— %	— %		

Other expense, net decreased \$0.3 million for the three months ended September 30, 2024 and increased \$0.5 million for the nine months ended September 30, 2024, as compared to the same periods in the prior year, primarily due to changes in non-operating and miscellaneous expenses.

#### Provision for Income Taxes

	Three Months Ended September 30,			% Change	Nine Months Ended September 30,			% Change
	2024	2023			2024	2023		
Provision for income taxes	\$ 6,718	\$ 3,972		69 %	\$ 10,349	\$ 9,257		12 %
% of total revenue	3 %	2 %			2 %	1 %		

The provision for income taxes increased by \$2.7 million and \$1.1 million for the three and nine months ended September 30, 2024, respectively, as compared to the same periods in the prior year. Our effective tax rate was 15.6% and 10.1% for the three and nine months ended September 30, 2024, respectively, as compared to 17.0% and 15.8% for the same periods in the prior year. The increase in the provision for income taxes for the three months ended September 30, 2024 as compared to the same periods in the prior year was primarily due to the increase in income before income taxes. The increase in the provision for income taxes for the nine months ended September 30, 2024 as compared to the same period in the prior year was also due to the increase in income before income taxes, partially offset by a favorable true-up adjustment of our 2023 income tax provision estimate as compared to an unfavorable true-up adjustment of our 2022 income tax provision estimate and the release of an unrecognized tax benefit liability due to the closure of the 2018 and 2019 Internal Revenue Service federal income tax examination during the nine months ended September 30, 2024, which did not occur during the nine months ended September 30, 2023.

#### Segment Information

We have two reportable segments: Alarm.com and Other. Our Alarm.com segment represents our cloud-based and Software platforms for the intelligently connected property and related solutions that contributed 92% and 93% of our revenue, net of intersegment eliminations, for the three and nine months ended September 30, 2024, respectively, as compared to 93% and 94% for the same periods in the prior year. Our Other segment is focused on researching, developing and offering residential and commercial automation solutions and energy management products and services in adjacent markets. The consolidated subsidiaries that make up our Other segment are in the investment stage and have incurred significant operating expenses relative to their revenue.

Our Alarm.com segment increased from 1,778 employees as of September 30, 2023 to 1,815 employees as of September 30, 2024 and increased from 1,801 employees as of June 30, 2024. Our Other segment increased from 208 employees as of September 30, 2023 to 240 employees as of September 30, 2024 and increased from 232 employees as of June 30, 2024. Inter-segment revenue includes sales of hardware between our segments.

The following table presents our revenue, inter-segment revenue and operating expenses by segment (in thousands):

	<b>Three Months Ended September 30,</b>					
	<b>2024</b>			<b>2023</b>		
	<b>SaaS and license revenue</b>	<b>Hardware and other revenue</b>	<b>Operating expenses</b>	<b>SaaS and license revenue</b>	<b>Hardware and other revenue</b>	<b>Operating expenses</b>
Alarm.com	\$ 141,319	\$ 80,597	\$ 108,614	\$ 130,711	\$ 76,336	\$ 111,477
Other	17,957	1,610	13,941	14,316	1,685	12,921
Intersegment Alarm.com	—	(817)	—	—	(1,021)	(120)
Intersegment Other	—	(169)	—	—	(173)	—
<b>Total</b>	<b>\$ 159,276</b>	<b>\$ 81,221</b>	<b>\$ 122,555</b>	<b>\$ 145,027</b>	<b>\$ 76,827</b>	<b>\$ 124,278</b>

	<b>Nine Months Ended September 30,</b>					
	<b>2024</b>			<b>2023</b>		
	<b>SaaS and license revenue</b>	<b>Hardware and other revenue</b>	<b>Operating expenses</b>	<b>SaaS and license revenue</b>	<b>Hardware and other revenue</b>	<b>Operating expenses</b>
Alarm.com	\$ 420,032	\$ 230,424	\$ 335,037	\$ 384,116	\$ 232,464	\$ 333,684
Other	45,515	4,472	42,312	36,737	5,263	37,028
Intersegment Alarm.com	—	(2,362)	—	—	(2,678)	(360)
Intersegment Other	—	(494)	—	—	(457)	—
<b>Total</b>	<b>\$ 465,547</b>	<b>\$ 232,040</b>	<b>\$ 377,349</b>	<b>\$ 420,853</b>	<b>\$ 234,592</b>	<b>\$ 370,352</b>

Our SaaS and license revenue for the Alarm.com segment included software license revenue of \$5.0 million and \$15.4 million for the three and nine months ended September 30, 2024, respectively, as compared to \$5.7 million and \$17.8 million for the same periods in the prior year. There was no software license revenue recorded for the Other segment during the three and nine months ended September 30, 2024 and 2023.

#### **Critical Accounting Estimates**

Our management's discussion and analysis of our financial condition and results of operations is based on our condensed consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these condensed consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements and the reported amounts of revenue, costs and expenses during the reported period. In accordance with GAAP, we base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances. Because of the use of estimates inherent in the financial reporting process in light of the continuing uncertainty arising from the Macroeconomic Conditions, actual results could differ from those estimates and any such differences may be material. To the extent that there are differences between our estimates and actual results, our future financial statement presentation, financial condition, results of operations and cash flows will be affected. Except as disclosed in Note 2 of our notes to the condensed consolidated financial statements, there were no other material changes to our use of estimates or other critical accounting policies from those disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 filed with the SEC on February 22, 2024.

#### **Recent Accounting Pronouncements**

See Note 2 of our condensed consolidated financial statements for information related to recently issued accounting standards.

## Liquidity and Capital Resources

### Working Capital

The following table summarizes our cash and cash equivalents, accounts receivable, net and working capital, for the periods indicated (in thousands):

	<u>September 30, 2024</u>	<u>December 31, 2023</u>
Cash and cash equivalents	\$ 1,170,605	\$ 696,983
Accounts receivable, net	120,977	130,626
Working capital	1,249,846	781,443

We define working capital as current assets minus current liabilities. Our cash and cash equivalents as of September 30, 2024 are available for working capital purposes. Our investment policy defines allowable investments and establishes guidelines relating to credit quality, diversification and maturities of our investments to preserve capital, maintain liquidity and limit the amount of credit risk exposure. As of September 30, 2024, our cash and cash equivalents were primarily held in money market accounts.

### Liquidity and Capital Resources

As of September 30, 2024, we had \$1.17 billion in cash and cash equivalents. We consider all highly liquid instruments purchased with an original maturity from the date of purchase of three months or less to be cash equivalents. To date, we have principally financed our operations through cash generated by operating activities and through private and public equity and debt financings. We mitigate the risk of loss for our cash and cash equivalents by depositing funds with a number of reputable financial institutions and monitoring both the risk profiles and investment strategies of money market funds.

Beginning in 2022, the Tax Cuts and Jobs Act of 2017 amended Internal Revenue Code Section 174, or Section 174, to eliminate the option to immediately deduct research and development expenditures in the year incurred, requiring these expenditures to be capitalized and amortized over five years for domestic expenditures and over 15 years for foreign expenditures. While we calculated the 2022 federal and state cash tax increase from Section 174 to be \$38.1 million, we did not pay this additional cash tax liability as part of our 2022 estimated tax payments due to the possible deferral, modification or repeal of Section 174. The additional 2022 federal cash tax liability was included in current income taxes payable as of December 31, 2022, and was paid in February 2023. The increased 2022 state tax liability was paid in April 2023 in the amount of \$7.5 million. We calculated the 2023 federal and state cash tax increase from Section 174 to be \$43.5 million, which we paid in April 2024. The Section 174 impact on 2024 cash flows from operating activities will depend on, among other factors, our 2024 operating results and the level of 2024 research and development activity. Based on information currently available to us, we estimate the increased 2024 Section 174 federal and state cash tax payable for our 2024 taxable income to be in the range of \$33.0 million to \$38.0 million if the requirement to capitalize and amortize research and development expenditures is not deferred, modified or repealed. This estimate is based on the limited information that is currently available and is subject to change. While the largest impact will be to cash flow from operating activities, the impact for domestic research and development expenditures would continue over the five-year amortization period, but would decrease over that period and is expected to be immaterial beginning in year six.

On January 31, 2024, the U.S. House of Representatives passed H.R. 7024, which, among other provisions, would retroactively change the effective date of the requirement to capitalize Section 174 domestic research and development expenditures from January 1, 2022 to January 1, 2026. Foreign research and development expenditures would continue to be capitalized and amortized over 15 years as of January 1, 2022. If the bill is passed by the Senate and signed into law by the President as currently drafted, the bill would allow us to receive a partial refund of the 2022 and 2023 Section 174 federal income tax paid, the amount and timing of which cannot be estimated at this time. Any state impact would depend on the relevant individual state laws.

We believe our existing cash and cash equivalents and our future cash flows from operating activities will be sufficient to meet our anticipated operating cash needs for at least the next 12 months. Over the final three months of fiscal year 2024, we expect our capital expenditure requirements to be between \$1.0 million and \$3.0 million, primarily related to the continued build out of our leased and owned office space as well as purchases of computer software and equipment. Maturities of lease liabilities for our various office, data center and equipment leases as of September 30, 2024 are as follows: \$3.3 million for the remainder of 2024, \$12.7 million in 2025, \$11.3 million in 2026, \$11.6 million in 2027, \$11.3 million in 2028 and \$54.5 million in 2029 and thereafter.

Our future working capital, capital expenditure and cash requirements will depend on many factors, including the impact of the Macroeconomic Conditions on the economy and our operations, the rate of our revenue growth, the amount and timing of our investments in human resources and capital equipment, future acquisitions and investments, and the timing and extent of our introduction of new solutions and platform and solution enhancements. As the impact of the Macroeconomic Conditions on the

economy and our operations evolves, we will continue to assess our liquidity needs. To the extent our cash and cash equivalents and cash flows from operating activities are insufficient to fund our future activities, we may need to borrow additional funds or raise funds from public or private equity or debt financings. If we raise additional funds through the incurrence of indebtedness, such indebtedness would likely have rights that are senior to holders of our equity securities and could contain covenants that restrict our operations. Any additional equity financing would be dilutive to our current stockholders.

### **Material Cash Requirements**

As of September 30, 2024, there were no material changes in our cash requirements from those disclosed in the "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report, other than the \$500.0 million issuance of the 2029 Notes on May 31, 2024, and the additional rent payments from the amendment to the lease for our corporate headquarters executed in August 2024. See "Convertible Senior Notes – 2029 Notes" below for further details on our 2029 Notes and see "Liquidity and Capital Resources" above for the maturities of lease liabilities.

### **Convertible Senior Notes - 2029 Notes**

On May 31, 2024, we issued \$500.0 million aggregate principal amount of 2.25% convertible senior notes due June 1, 2029 in a private placement to qualified institutional buyers, or the 2029 Notes. The terms of the 2029 Notes are governed by an Indenture, or the 2029 Indenture, by and between Alarm.com Holdings, Inc. and U.S. Bank Trust Company, National Association, as trustee. The 2029 Notes are senior unsecured obligations that bear interest at a rate of 2.25% per annum, payable semiannually in arrears on June 1 and December 1 of each year, beginning on December 1, 2024, and the principal amount of the 2029 Notes will not accrete. We received proceeds from the issuance of the 2029 Notes of \$485.2 million, net of \$14.8 million of transaction fees and other debt issuance costs.

We may redeem for cash, all or any portion of the 2029 Notes (subject to the partial redemption limitation described below), at our option, on or after June 7, 2027, at a redemption price equal to 100% of the principal amount of the 2029 Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date, if the last reported sale price of our common stock has been at least 130% of the conversion price for the 2029 Notes then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which we provide notice of redemption. If we redeem less than all the 2029 Notes, at least \$75.0 million aggregate principal amount of the 2029 Notes must be outstanding and not subject to redemption as of the relevant redemption notice date. No sinking fund is provided for the 2029 Notes.

The 2029 Notes will be convertible at the option of the holders at any time prior to the close of business on the business day immediately preceding January 1, 2029, only under the following circumstances: (1) during any calendar quarter commencing after the calendar quarter ending on September 30, 2024 (and only during such calendar quarter), if the last reported sale price of our common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price for the 2029 Notes on each applicable trading day; (2) during the five business day period immediately after any ten consecutive trading day period in which, for each trading day of that period, the trading price per \$1,000 principal amount of 2029 Notes for such trading day was less than 98% of the product of the last reported sale price of our common stock and the conversion rate for the 2029 Notes on each such trading day; (3) if we call any or all of the 2029 Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date, but only with respect to the 2029 Notes called (or deemed called) for redemption; or (4) upon the occurrence of specified corporate events as set forth in the 2029 Indenture.

On or after January 1, 2029, until the close of business on the second scheduled trading day immediately preceding the maturity date of the 2029 Notes, holders of the 2029 Notes may convert all or any portion of their 2029 Notes at any time, regardless of the foregoing conditions. Upon conversion, we may satisfy our conversion obligation by paying or delivering, as the case may be, cash, shares of our common stock or a combination of cash and shares of our common stock, at our election. It is our current intent to settle the principal amount of the 2029 Notes with cash. The initial conversion rate for the 2029 Notes is 11.4571 shares of our common stock per \$1,000 principal amount of 2029 Notes, which is equivalent to an initial conversion price of \$87.28 per share of our common stock, subject to adjustment under certain circumstances in accordance with the terms of the 2029 Indenture. In addition, following certain corporate events that occur prior to the maturity date of the 2029 Notes or if we deliver a notice of redemption in respect of some or all of the 2029 Notes, we will, under certain circumstances, increase the conversion rate of the 2029 Notes for a holder who elects to convert its 2029 Notes (or any portion thereof) in connection with such a corporate event or convert its 2029 Notes called (or deemed called) for redemption during the related redemption period (as defined in the 2029 Indenture), as the case may be.

If we undergo a fundamental change (as defined in the 2029 Indenture), subject to certain exceptions and except as described in the 2029 Indenture, holders may require us to repurchase for cash all or any portion of their 2029 Notes at a fundamental change repurchase price equal to 100% of the principal amount of the 2029 Notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the fundamental change repurchase date.

The 2029 Indenture includes customary covenants and sets forth certain events of default after which the 2029 Notes may

be declared immediately due and payable and sets forth certain types of bankruptcy or insolvency events of default involving us after which the 2029 Notes become automatically due and payable.

We used \$63.1 million of the net proceeds from the 2029 Notes to pay the cost of the capped call transactions described below and used \$75.0 million to repurchase 1,117,068 shares of our common stock concurrently with the pricing of the 2029 Notes, which was separately authorized by our board of directors. We are using the remaining net proceeds from the issuance of the 2029 Notes for general corporate purposes, which may include acquisitions or strategic investments in complementary businesses or technologies, other repurchases of our common stock, repurchases of our 2026 Notes and for working capital, operating expenses and capital expenditures.

### ***Capped Call – 2029 Notes***

In connection with the offering of the 2029 Notes, we entered into privately negotiated capped call transactions with one of the initial purchasers and certain other financial institutions, at a cost of \$63.1 million. The capped call transactions cover, subject to customary adjustments substantially similar to those applicable to the 2029 Notes, the number of shares of our common stock initially underlying the 2029 Notes. The cap price of the capped call transactions is initially \$134.28 per share of our common stock, which represents a premium of 100% over the closing price of our common stock on the Nasdaq Global Select Market on May 28, 2024, and is subject to certain adjustments under the terms of the capped call transactions. The exercise price is \$87.28 per share of common stock, subject to customary anti-dilution adjustments that mirror corresponding adjustments for the 2029 Notes.

### ***Sources of Liquidity***

On January 20, 2021, we issued \$500.0 million aggregate principal amount of 0% convertible senior notes due January 15, 2026 in a private placement to qualified institutional buyers and received proceeds of \$484.3 million, net of \$15.7 million of transaction fees and other debt issuance costs. The 2026 Notes are discussed in more detail above in Note 12 to the condensed consolidated financial statements.

On May 31, 2024, we issued \$500.0 million aggregate principal amount of 2.25% convertible senior notes due June 1, 2029 in a private placement to qualified institutional buyers and received proceeds of \$485.2 million, net of \$14.8 million of transaction fees and other debt issuance costs. The 2029 Notes are discussed in more detail above under "Convertible Senior Notes - 2029 Notes."

### ***Dividends***

We did not declare or pay dividends during the three and nine months ended September 30, 2024 or 2023. We cannot provide any assurance that we will declare or pay cash dividends on our common stock in the future. We currently anticipate that we will retain all of our future earnings, if any, for use in the operation and expansion of our business and we do not anticipate paying cash dividends in the foreseeable future. Payment of future cash dividends, if any, will be at the discretion of the board of directors after taking into account various factors, including our financial condition, operating results, current and anticipated cash needs, the requirements of current or then-existing debt instruments and other factors the board of directors deems relevant.

### ***Stock Repurchase Programs***

On February 15, 2023, our board of directors authorized a stock repurchase program, effective February 23, 2023, under which we were authorized to purchase up to an aggregate of \$100.0 million of our outstanding common stock during the two-year period ending February 23, 2025.

On May 24, 2024, our board of directors authorized the repurchase of our common stock in connection with the issuance of the 2029 Notes, the cancellation of the balance under the stock repurchase program ending February 23, 2025 and also authorized a stock repurchase program, effective May 31, 2024, under which we are authorized to purchase up to an aggregate of \$100.0 million of our outstanding common stock during the two-year period ending May 31, 2026. The full repurchase balance for this program of \$100.0 million was available as of September 30, 2024. No shares were repurchased under our stock repurchase program during the three months ended September 30, 2024. During the nine months ended September 30, 2024, 1,117,068 shares were repurchased for \$75.0 million under our stock repurchase program. During the three and nine months ended September 30, 2023, 105,285 and 239,540 shares of our common stock were repurchased for \$6.2 million and \$12.9 million under our stock repurchase program that was subsequently canceled effective May 31, 2024.

As of January 1, 2023, we are subject to a 1.0% excise tax on the value of net corporate stock repurchases under the Inflation Reduction Act of 2022. When applicable, the excise tax will be included as part of the cost basis of shares acquired and



is presented within stockholders' equity in the condensed consolidated balance sheets.

### **Shares Withheld**

As permitted under the terms of the 2015 Equity Incentive Plan, in 2021 the Compensation Committee authorized the withholding of shares of common stock in connection with the vesting of restricted stock unit awards issued to employees to satisfy applicable tax withholding requirements. These withheld shares are not issued or considered common stock repurchases under our stock repurchase program. No payments of tax withholdings were made related to vesting of restricted stock units during the three months ended September 30, 2024. We paid \$3.4 million of tax withholdings related to vesting of restricted stock units during the nine months ended September 30, 2024. No tax withholdings related to the vesting of restricted stock units were paid during the three and nine months ended September 30, 2023. We also utilized the sell-to-cover method in which shares of our restricted stock unit awards were sold into the market on behalf of the employee upon vesting to cover tax withholding liabilities. We may utilize either the withholding method or sell-to-cover method in the future.

### **Historical Cash Flows**

The following table sets forth our cash flows for the periods indicated (in thousands):

	<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>
Cash flows from operating activities	\$ 150,153	\$ 96,093
Cash flows used in investing activities	(16,553)	(21,735)
Cash flows from / (used in) financing activities	344,286	(15,245)

### **Operating Activities**

Cash flows from operating activities have typically been generated from our net income and by changes in our operating assets and liabilities, particularly from accounts receivable and inventory, adjusted for non-cash expense items such as amortization and depreciation, deferred income taxes and stock-based compensation.

For the nine months ended September 30, 2024, cash flows from operating activities were \$150.2 million, compared to \$96.1 million for the same period in the prior year. This \$54.1 million increase in cash flows from operating activities was due to a \$43.2 million increase in net income, a \$7.1 million increase in non-cash and other reconciling items and a \$3.8 million increase in cash from operating assets and liabilities.

The \$7.1 million increase in non-cash and other reconciling items was primarily due to a \$9.9 million change in deferred income taxes, which was primarily driven by the capitalization and amortization of research and development expenditures under Section 174, as well as a \$4.0 million increase in the provision for credit losses on notes receivable related to a loan we provided to an affiliated entity of one of our distribution partners. These increases in non-cash and other reconciling items were partially offset by a \$4.7 million decrease in stock-based compensation during the nine months ended September 30, 2024 as compared to the same period in the prior year as well as a \$1.2 million inventory write-down during the nine months ended September 30, 2023 that did not occur during the nine months ended September 30, 2024. The \$3.8 million increase in cash from operating assets and liabilities was primarily due to a \$18.4 million change in inventory resulting from a decrease in purchased inventory during the nine months ended September 30, 2024 as compared to the same period in the prior year, partially offset by a \$6.9 million reimbursement of previously capitalized upfront payments to a customer received during the nine months ended September 30, 2023 that did not occur during the nine months ended September 30, 2024, as well as differences in the timing of disbursements.

### **Investing Activities**

Our investing activities typically include acquisitions, capital expenditures, investments in unconsolidated entities, notes receivable issued to companies with offerings complementary to ours and proceeds from the repayment of those notes receivable. Our capital expenditures have primarily been for general business use, including leasehold improvements as we have expanded our office space to accommodate our growth in headcount, computer equipment used internally and expansion of our network operations centers.

For the nine months ended September 30, 2024, cash flows used in investing activities were \$16.6 million, compared to \$21.7 million for the same period in the prior year. The \$5.1 million decrease in cash flows used in investing activities was primarily due to the \$9.7 million paid to purchase 100% of the issued and outstanding shares of capital stock of EBS Spółka z ograniczoną odpowiedzialnością, or EBS, net of cash acquired, and the \$5.9 million paid to purchase certain assets from Vintra, Inc., or Vintra, including direct transaction costs, during the nine months ended September 30, 2023, which did not occur during the nine months ended September 30, 2024. The decrease in cash flows used in investing activities was partially offset by a \$6.9 million increase in purchases of investments in unconsolidated entities, a \$2.5 million increase in purchases of equipment as well

as a \$0.8 million increase in payments related to capitalized software development costs during the nine months ended September 30, 2024 as compared to the same period in the prior year.

### **Financing Activities**

Cash generated by financing activities includes proceeds from the 2026 Notes, 2029 Notes and proceeds from the issuance of common stock from employee stock option exercises and from our employee stock purchase plan. Cash used in financing activities includes repurchases of common stock, repayments of debt, payments of debt issuance costs and purchases of capped calls related to the 2029 Notes.

For the nine months ended September 30, 2024, cash flows from financing activities were \$344.3 million, compared to cash flows used in financing activities of \$15.2 million for the same period in the prior year. The \$359.5 million increase in cash flows from financing activities was primarily due to \$485.2 million in proceeds from the issuance of the 2029 Notes, net of issuances costs paid during the nine months ended September 30, 2024, which did not occur during the nine months ended September 30, 2023. These increases in cash flows from financing activities were partially offset by a \$62.1 million increase in purchases of shares of our common stock and \$63.1 million purchases of capped calls related to the 2029 Notes during the nine months ended September 30, 2024, which did not occur during the nine months ended September 30, 2023.

### **Non-GAAP Measures**

We define non-GAAP adjusted EBITDA as our net income before interest expense, interest income, certain activity within other expense, net, provision for income taxes, amortization and depreciation expense, stock-based compensation expense, acquisition-related expense, legal costs and settlement fees incurred and received in connection with non-ordinary course litigation and other disputes, particularly costs involved in ongoing intellectual property litigation. We do not consider these items to be indicative of our core operating performance. The non-cash items include amortization and depreciation expense, amortization of debt issuance costs for the 2026 Notes and 2029 Notes included in interest expense, stock-based compensation expense related to restricted stock units and other forms of equity compensation, including, but not limited to, the sale of common stock. We do not adjust for ordinary course legal expenses resulting from maintaining and enforcing our intellectual property portfolio and license agreements. Non-GAAP adjusted EBITDA is not a measure calculated in accordance with GAAP. See the table below for a reconciliation of non-GAAP adjusted EBITDA from net income, the most directly comparable financial measure calculated and presented in accordance with GAAP.

We have included non-GAAP adjusted EBITDA in this report because it is a key measure our management uses to understand and evaluate our core operating performance and trends, to generate future operating plans, to make strategic decisions regarding the allocation of capital and to make investments in initiatives that are focused on cultivating new markets for our solutions. We also use non-GAAP adjusted EBITDA, a non-GAAP financial measure, as a performance measure under our executive bonus plan. Further, we believe the exclusion of certain expenses in calculating non-GAAP adjusted EBITDA facilitates comparisons of our operating performance on a period-to-period basis and, in the case of exclusion of acquisition-related expense and certain historical legal expenses, excludes items that we do not consider to be indicative of our core operating performance. Accordingly, we believe non-GAAP adjusted EBITDA provides useful information to investors and others in understanding and evaluating our operating results in the same manner as our management and board of directors.

Our use of non-GAAP adjusted EBITDA has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our financial results as reported under GAAP. Some of these limitations are: (a) although amortization and depreciation are non-cash charges, the assets being amortized and depreciated may have to be replaced in the future, and non-GAAP adjusted EBITDA does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements; (b) non-GAAP adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs; (c) non-GAAP adjusted EBITDA does not reflect the potentially dilutive impact of equity-based compensation; (d) non-GAAP adjusted EBITDA does not reflect tax payments that may represent a reduction in cash available to us; and (e) other companies, including companies in our industry, may calculate non-GAAP adjusted EBITDA or similarly titled measures differently, which reduces its usefulness as a comparative measure.

Because of these and other limitations, you should consider non-GAAP adjusted EBITDA alongside our other GAAP-based financial performance measures, net income and our other GAAP financial results. The following table presents a reconciliation of non-GAAP adjusted EBITDA from net income, the most directly comparable GAAP measure, for each of the periods indicated (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
<b>Non-GAAP adjusted EBITDA:</b>				
Net income	\$ 36,456	\$ 19,351	\$ 92,380	\$ 49,169
Adjustments:				
Interest expense, interest income and certain activity within other expense, net	(10,069)	(7,587)	(26,701)	(18,491)
Provision for income taxes	6,718	3,972	10,349	9,257
Amortization and depreciation expense	7,612	7,948	22,029	23,481
Stock-based compensation expense	9,194	11,806	31,675	36,423
Acquisition-related expense	61	(4)	105	576
Litigation expense	4	5,949	16	7,968
Total adjustments	13,520	22,084	37,473	59,214
Non-GAAP adjusted EBITDA	\$ 49,976	\$ 41,435	\$ 129,853	\$ 108,383

### ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily the result of inflation and foreign exchange rates.

The uncertainty that exists with respect to the economic impact of the Macroeconomic Conditions continues to create significant volatility in the financial markets subsequent to the quarter ended September 30, 2024.

#### **Market Risk**

On January 20, 2021, we issued the 2026 Notes. On May 31, 2024, we issued the 2029 Notes. We carry these instruments at face value less unamortized issuance costs. However, the fair values of the 2026 Notes and 2029 Notes fluctuate when the market price of our common stock fluctuates.

#### **Inflation Risk**

We do not believe that inflation has had a material effect on our business, financial condition or results of operations. If our costs become subject to significant inflationary pressures, we may not be able to fully offset such higher costs through price increases. Our inability or failure to do so could harm our business, financial condition and results of operations.

#### **Foreign Currency Exchange Risk**

Because substantially all of our revenue and operating expenses are denominated in U.S. dollars, we do not believe our exposure to foreign currency exchange risk is material to our business, financial condition or results of operations. If a significant portion of our revenue and operating expenses becomes denominated in currencies other than U.S. dollars, we may not be able to effectively manage this risk, and our business, financial condition and results of operations could be adversely affected by translation and by transactional foreign currency conversions.

### ITEM 4. CONTROLS AND PROCEDURES

#### **Evaluation of Disclosure Controls and Procedures**

We maintain "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act, that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to the company's management, including its chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of September 30, 2024. Based on the evaluation of our disclosure controls and procedures as of September 30, 2024, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

#### **Changes in Internal Control over Financial Reporting**

There were no changes in our internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, during our most recent fiscal quarter ended September 30, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### **Inherent Limitations on Effectiveness of Controls**

Our management, including our Chief Executive Officer and Chief Financial Officer, believes our disclosure controls and procedures and internal control over financial reporting are designed to provide reasonable assurance of achieving their objectives and are effective at the reasonable assurance level. However, our management does not expect our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

On January 10, 2022, EcoFactor, Inc., or EcoFactor, filed a lawsuit against us in U.S. District Court, District of Oregon, alleging Alarm.com's products and services directly and indirectly infringe five U.S. patents owned by EcoFactor. EcoFactor is seeking a permanent injunction, enhanced damages and attorneys' fees. EcoFactor had previously asserted two of the same patents against us in an October 2019 complaint with the U.S. International Trade Commission, or ITC. In July 2021, the ITC found in favor of Alarm.com. EcoFactor appealed the decision but withdrew its appeal in December 2021. We moved to dismiss the Oregon case for failure to state a claim on March 28, 2022. Three of the asserted patents are in ex parte reexamination proceedings at the PTO, and ex parte reexamination of a fourth patent concluded on August 23, 2023 after the claims were amended. On April 18, 2022, all claims of a fifth patent were found unpatentable by the U.S. Patent Trial and Appeal Board, or PTAB, in an inter partes review, and all claims were canceled on February 1, 2024. On April 18, 2022, the district court stayed the case at the request of the parties pending the disposition of PTAB and other proceedings involving the asserted patents.

Should EcoFactor prevail in its lawsuit we could be required to pay damages and/or a reasonable royalty for sales of our solution, we could be enjoined from making, using and selling our solution if a license or other right to continue selling such elements is not made available to us, and we could be required to pay ongoing royalties and comply with unfavorable terms if such a license is made available to us. While we believe we have valid defenses to EcoFactor's claims, the outcome of these legal claims cannot be predicted with certainty and any of these outcomes could result in an adverse effect on our business.

On July 22, 2021, Causam Enterprises, Inc., or Causam, filed a lawsuit against us in U.S. District Court, Western District of Texas, alleging that Alarm.com's smart thermostats infringe four U.S. patents owned by Causam. Causam is seeking preliminary and permanent injunctions, enhanced damages and attorneys' fees. We have not yet responded to the complaint. On September 3, 2021, the court issued an order staying the lawsuit until the ITC investigation described below is finally resolved.

On July 28, 2021, Causam filed a complaint with the ITC naming Alarm.com Incorporated, Alarm.com Holdings, Inc., and EnergyHub, Inc., among others, as proposed respondents. The complaint alleges infringement of the same four patents Causam asserted in district court. Causam is seeking a permanent limited exclusion order and permanent cease and desist order. On August 27, 2021, the ITC instituted an investigation into Causam's allegations naming Alarm.com Incorporated, Alarm.com Holdings, Inc., EnergyHub Inc. and others as respondents. We answered the complaint on October 4, 2021. Among other things, we asserted defenses based on non-infringement and invalidity of the patents in question. An evidentiary hearing in the investigation was held from June 28, 2022 through July 1, 2022. On February 16, 2023, the ITC issued a final decision in favor of Alarm.com and EnergyHub. Causam filed an appeal of the ITC decision on April 14, 2023. Causam did not appeal the ITC decision with respect to Alarm.com and EnergyHub.

Should Causam prevail in its district court lawsuit we could be required to pay damages and/or a reasonable royalty for sales of our solution, we could be enjoined from making, using and selling our solution if a license or other right to continue selling such elements is not made available to us, and we could be required to pay ongoing royalties and comply with unfavorable terms if such a license is made available to us. While we believe we have valid defenses to Causam's claims, the outcome of these legal claims cannot be predicted with certainty, and any of these outcomes could result in an adverse effect on our business.

In addition to the matters described above, we may be required to provide indemnification to certain of our service provider partners for certain claims regarding our solutions. For example, we incurred costs associated with the indemnification of our service provider Central Security Group – Nationwide, Inc. (d/b/a Alert 360), or CSG, in an ongoing patent litigation. In 2018, Ubiquitous Connectivity, LP, or Ubiquitous, brought suit against CSG in U.S. District Court, Northern District of Oklahoma, alleging infringement of two U.S. patents. The case was stayed by agreement of the parties for several years while the patents in suit were challenged before the PTAB. In January 2021, the PTAB deemed 42 out of 46 claims of the two asserted patents unpatentable. Ubiquitous appealed a portion of the PTAB's findings to the United States Court of Appeals for the Federal Circuit. The Federal Circuit affirmed the PTAB's ruling on August 8, 2023. As a result, only four patent claims remain at issue and the Northern District of Oklahoma case is no longer stayed. The case is currently in the discovery and claim construction phase. A claim construction hearing is scheduled for December 12, 2024. A hearing on dispositive motions, including for summary judgment, is scheduled for April 15, 2026. A trial is scheduled for July 6, 2026.

Should Ubiquitous prevail on its infringement claims, we could be required to indemnify CSG for damages in the form of a reasonable royalty or of Ubiquitous's lost profits. CSG could be enjoined from making, using, and selling our solution if a license or other right to continue selling our technology is not made available or if we are unable to design around such patents, and we could be required to pay ongoing royalties and comply with unfavorable terms if such a license is made available to us. The outcome of these legal claims cannot be predicted with certainty.

We may also be a party to litigation and subject to claims incident to the ordinary course of business. Although the results of litigation and claims cannot be predicted with certainty, we currently believe that the final outcome of these ordinary course matters will not have a material adverse effect on our business. Regardless of the outcome, litigation can have an adverse

impact on us because of defense and settlement costs, diversion of management resources and other factors. For a description of our legal proceedings, see Note 12 to our condensed consolidated financial statements for additional information.

## ITEM 1A. RISK FACTORS

*Our business is subject to numerous risks. You should consider carefully the risks and uncertainties described below, in addition to other information contained in this Quarterly Report on Form 10-Q, or Quarterly Report, as well as our other public filings with the Securities and Exchange Commission, or SEC. Any of the following risks could have a material adverse effect on our business, financial condition, results of operations and prospects and cause the trading price of our common stock to decline.*

### Summary of Risks Affecting Our Business

Any of the following risks could have a material adverse effect on our business, financial condition, results of operations and prospects and cause the trading price of our common stock to decline:

- Our quarterly results of operations have fluctuated and are likely to continue to fluctuate and may be negatively affected by the Macroeconomic Conditions.
- Our actual operating results may differ significantly from any guidance provided. If our actual results of operations fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially.
- We may not sustain our growth rate and we may not be able to manage any future growth effectively.
- We sell security and life safety solutions and if these solutions fail for any reason, we could be subject to liability and our business, reputation and results of operations could suffer.
- Failure to maintain the security of our information and technology networks, including information relating to our service provider partners, subscribers and employees, could expose us to liability and adversely affect us.
- The markets in which we participate are highly competitive and many companies, including large technology companies, broadband and security service providers and other managed service providers, are actively targeting the home and business automation, security monitoring, video monitoring and energy management markets.
- We rely on our service provider network to acquire additional subscribers, and the inability of our service providers to attract additional subscribers or retain their current subscribers could adversely affect our operating results.
- We receive a substantial portion of our revenue from a limited number of service provider partners, and the loss of, or a significant reduction in, orders from one or more of our major service provider partners would result in decreased revenue and profitability.
- We have relatively limited visibility regarding the consumers that ultimately purchase our solutions, and we often rely on information from third-party service providers to help us manage our business. We operate in an evolving connected home market. If the connected property market does not grow as we expect or if a significant number of our target consumers choose to adopt point products that control discrete functions rather than our connected property solutions, we may not be able to achieve sustained growth or our business may decline.
- We benefit from integration of our solutions with third-party platform providers. If developers of third-party platform providers choose not to partner with us, or are acquired by our competitors, our integrated solutions platform, business and results of operations may be harmed.
- Our strategy includes pursuing acquisitions, and our potential inability to successfully consummate acquisitions or integrate newly-acquired technologies, assets or businesses may harm our financial results.
- If we are unable to adapt to technological change, including maintaining compatibility with a wide range of devices, as well as changes in access to wireless networks through which we provide our wireless alarm, notification and intelligent automation services, our ability to remain competitive could be impaired and we may need to incur significant capital expenditures to update our technology.
- We operate in a regulated industry and our business, operations and service provider partners are subject to various foreign, U.S. federal, state and local laws and regulations, including relating to consumer protection, licensing, Internet and data privacy, tax, tariff, import/export restrictions or other trade barriers. Failure to comply with applicable laws and regulations could harm our business and we may incur significant expenditures related to compliance efforts.
- We are involved from time to time in legal proceedings where a negative outcome could result in a material adverse effect on our business, financial condition, cash flows and results of operations.
- Assertions by third parties that we are infringing their intellectual property subject us to costly and time-consuming litigation or expensive licenses that could harm our business and results of operations.
- We depend on our suppliers. The loss of any key supplier or the inability of a key supplier to deliver their products to us on time or at the contracted price would materially and adversely affect our business, financial condition, cash flows and results of operations.

## Risks Related to Our Business and Industry

### ***Our actual operating results may differ significantly from any guidance provided.***

Our guidance, including forward-looking statements, is prepared by management and is qualified by, and subject to, a number of assumptions and estimates that, while presented with numerical specificity, are inherently subject to significant business, economic and competitive uncertainties and contingencies. Many of these uncertainties and contingencies are beyond our control and are based upon specific assumptions with respect to future business decisions, some of which will change. We generally state possible outcomes as high and low ranges which are intended to provide a sensitivity analysis as variables are changed but are not intended to represent that actual results could not fall outside of the suggested ranges.

Guidance is necessarily speculative in nature, and it can be expected that some or all of the assumptions of the guidance furnished by us will not materialize or will vary significantly from actual results. In particular, guidance relating to the anticipated results of operations of an acquired business is inherently more speculative in nature than other guidance as management will, necessarily, be less familiar with the business, procedures and operations of the acquired business. Similarly, guidance offered in periods of extreme uncertainty, such as the uncertainty caused by the Macroeconomic Conditions, is inherently more speculative in nature than guidance offered in periods of relative stability. Accordingly, any guidance with respect to our projected financial performance is necessarily only an estimate of what management believes is realizable as of the date the guidance is given. Actual results will vary from the guidance and the variations may be material. Investors should also recognize that the reliability of any forecasted financial data will diminish the farther in the future that the data is forecasted.

Actual operating results may be different from our guidance, and such differences may be adverse and material. In light of the foregoing, investors are urged to put the guidance in context and not to place undue reliance on it. In addition, the market price of our common stock may reflect various market assumptions as to the accuracy of our guidance. If our actual results of operations fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially.

### ***Our quarterly results of operations have fluctuated and are likely to continue to fluctuate. As a result, we may fail to meet or exceed the expectations of investors or securities analysts, which could cause our stock price to decline.***

Our quarterly operating results, including the levels of our revenue, gross margin, cash flow and deferred revenue, may fluctuate as a result of a variety of factors, including adverse Macroeconomic Conditions, the product mix that we sell, the relative sales related to our platforms and solutions and other factors which are outside of our control. If our quarterly revenue or results of operations fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially. Fluctuations in our results of operations may be due to a number of factors, including:

- the portion of our revenue attributable to SaaS and license versus hardware and other sales;
- our ability to manage the businesses we have acquired, and to integrate and manage any future acquisitions of businesses;
- fluctuations in demand, including due to seasonality or broader economic factors, for our platforms and solutions;
- changes in pricing by us in response to competitive pricing actions;
- our ability to increase, retain and incentivize the service provider partners that market, sell, install and support our platforms and solutions;
- the ability of our hardware vendors to continue to manufacture high-quality products and to supply sufficient components and products to meet our demands;
- the timing and success of introductions of new solutions, products or upgrades by us or our competitors and the entrance of new competitors;
- changes in our business and pricing policies or those of our competitors;
- the ability to accurately forecast revenue as we generally rely upon our service provider partner network to generate new revenue;
- our ability to control costs, including our operating expenses and the costs of the hardware we purchase;
- changes in U.S. trade policies, including new or potential tariffs or penalties on imported products;
- competition, including entry into the industry by new competitors and new offerings by existing competitors;

- issues related to introductions of new or improved products such as supply chain disruptions or shortages of prior generation products or short-term decreased demand for next generation products;
- perceived or actual problems with the security, privacy, integrity, reliability, quality or compatibility of our solutions, including those related to security breaches in our systems, our subscribers' systems, unscheduled downtime, or outages;
- the amount and timing of expenditures, including those related to expanding our operations, including through acquisitions, increasing research and development, introducing new solutions or paying litigation expenses;
- the ability to effectively manage growth within existing and new markets domestically and abroad;
- changes in the payment terms for our platforms and solutions;
- collectibility of receivables due from service provider partners and other third parties;
- the strength of regional, national and global economies; and
- the impact of natural disasters such as earthquakes, hurricanes, fires, power outages, floods, epidemics, pandemics and public health crises, and other catastrophic events or man-made problems such as terrorism, civil unrest and actual or threatened armed conflict, or global or regional economic, political and social conditions.

Fluctuations in our quarterly operating results may be particularly pronounced in the current economic environment. Due to the foregoing factors and the other risks discussed in this Quarterly Report, you should not rely on quarter-to-quarter comparisons of our results of operations as an indication of our future performance. For the same reason, you should not consider our recent revenue growth and changes in non-GAAP adjusted EBITDA or results of one quarter as indicative of our future performance. See the "Non-GAAP Measures" section of Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations" for a discussion of the limitations of non-GAAP adjusted EBITDA and a reconciliation of non-GAAP adjusted EBITDA from net income, the most directly comparable GAAP measurement, for the three and nine months ended September 30, 2024 and 2023.

***Downturns in general economic and market conditions and reductions in spending may reduce demand for our platforms and solutions, which could harm our revenue, results of operations and cash flows.***

Our revenue, results of operations and cash flows depend on the overall demand for our platforms and solutions. Negative Macroeconomic Conditions in the general economy both in the United States and abroad, including conditions resulting from inflation, changes in gross domestic product growth, financial and credit market fluctuations, energy costs, international trade relations and other geopolitical tensions, the availability and cost of credit, rising interest rates and the global housing and mortgage markets could cause a decrease in consumer discretionary spending and business investment and diminish growth expectations in the U.S. economy and abroad.

During weak economic times, the available pool of service providers may decline as the prospects for home building and home renovation projects diminish, which may have a corresponding impact on our growth prospects. In addition, there is an increased risk during these periods that an increased percentage of our service provider partners will file for bankruptcy protection, which may harm our reputation, revenue, profitability and results of operations. In addition, we may determine that the cost of pursuing any claim may outweigh the recovery potential of such claim. Likewise, consumer bankruptcies can detrimentally affect the business stability of our service provider partners.

The current Macroeconomic Conditions have caused significant uncertainty and volatility in global markets, which has and may continue to cause consumer discretionary spending to decline for an unknown period of time. A prolonged economic slowdown and a material reduction in new home construction and renovation projects may result in diminished sales of our platforms and solutions. Further worsening, broadening or protracted extension of the economic downturn could have a negative impact on our business, revenue, results of operations and cash flows.

***We sell security and life safety solutions and if our solutions fail for any reason, we could be subject to liability and our business could suffer.***

We sell security and life safety solutions, which are designed to secure the safety of our subscribers and their residences or commercial properties. If these solutions fail for any reason, including due to defects in our software, a carrier outage, a failure of our network operations centers, a failure on the part of one of our service provider partners or user error, some of which have happened from time to time, we could be subject to liability for such failures and our business could suffer.

Our platforms and solutions may contain undetected defects in the software, infrastructure, third-party components or processes. We continue to follow our previously implemented hybrid return to office plan that includes mandatory in-office workdays and voluntary remote workdays, which may make us more vulnerable to cyber-attacks and may create operational or



other challenges, any of which could harm our systems or our business. Although we have taken precautionary measures to prepare for these threats and challenges, there is no guarantee our precautions will fully protect our systems. We continue to monitor the situation and may adjust our current policies as more information and guidance become available. If our platforms or solutions suffer from defects, we could experience harm to our branded reputation, claims by our subscribers or service provider partners or lost revenue during the period required to address the cause of the defects. We have found and may find defects in new, acquired or upgraded solutions, resulting in loss of, or delay in, market acceptance of our platforms and solutions, which could harm our business, financial condition, cash flows or results of operations.

Since solutions that enable our platforms are installed by our service provider partners, if they do not install or maintain such solutions correctly, our platforms and solutions may not function properly. If the improper installation or maintenance of our platforms and solutions leads to service or equipment failures after introduction of, or an upgrade to, our platforms or a solution, we could experience harm to our branded reputation, claims by our subscribers or service provider partners or lost revenue during the period required to address the cause of the problem. Further, we rely on our service provider partners to provide the primary source of support and ongoing service to our subscribers and, if our service provider partners fail to provide an adequate level of support and services to our subscribers, it could have a material adverse effect on our reputation, business, financial condition, cash flows or results of operations.

Any defect in, or disruption to, our platforms and solutions could cause consumers not to purchase additional solutions from us, prevent potential consumers from purchasing our platforms and solutions or harm our reputation. Although our contracts with our service provider partners limit our liability to our service provider partners for these defects, disruptions or errors, we nonetheless could be subject to litigation for actual or alleged losses to our service provider partners or our subscribers, which may require us to spend significant time and money in litigation or arbitration, or to pay significant settlements or damages. Defending a lawsuit, regardless of its merit, could be costly, divert management's attention and affect our ability to obtain or maintain liability insurance on acceptable terms and could harm our business. Although we currently maintain some warranty reserves, we cannot assure you that these warranty reserves will be sufficient to cover future liabilities.

***Our business is subject to the risks of earthquakes, hurricanes, fires, power outages, floods, pandemics and public health crises, natural disasters and other catastrophic events, and to interruption by man-made problems such as terrorism, civil unrest and actual or threatened armed conflict, or global or regional economic, political and social conditions.***

A significant natural disaster, such as an earthquake, hurricane, fire, flood, pandemic, or a public health crisis, or a significant power outage could harm our business, financial condition, cash flows and results of operations. The impact of climate change may increase these risks due to changes in weather patterns, such as increases in storm intensity and frequency, sea-level rise, melting of permafrost and temperature extremes in areas where we conduct our business. Natural disasters could affect our hardware vendors, our wireless carriers or our network operations centers. Further, if a natural disaster occurs in a region from which we derive a significant portion of our revenue, such as metropolitan areas in North America, consumers in that region may delay or forego purchases of our platforms and solutions from service providers in the region, which may harm our results of operations for a particular period. In addition, terrorist acts or acts of war could cause disruptions in our business or the business of our hardware vendors, service providers, subscribers or the economy as a whole. More generally, these and other geopolitical, social and economic conditions could result in increased volatility in worldwide financial markets and economies that could harm our sales. Given our concentration of sales during the second and third quarters, any disruption in the business of our hardware vendors, service provider partners or subscribers that impacts sales during the second or third quarter of each year could have a greater impact on our annual results. All of the aforementioned risks may be augmented if the disaster recovery plans for us, our service provider partners and our suppliers prove to be inadequate. To the extent that any of the above results in delays or cancellations of orders, or delays in the manufacture, deployment or shipment of our platforms and solutions, our business, financial condition, cash flows and results of operations would be harmed.

***Geopolitical conditions, including trade disputes and direct or indirect acts of war or terrorism, could have an adverse effect on our operations and financial results.***

Since we operate on a global basis, our operations could be disrupted by geopolitical conditions, trade disputes, international boycotts and sanctions, political and social instability, acts of war, terrorist activity or other similar events. From time to time, we could have a large investment in a particular asset type, a large revenue stream associated with a particular customer or industry, or a large number of customers located in a particular geographic region. A discrete event impacting a specific asset type, customer, industry, or region in which we have a concentrated exposure could negatively impact our results of operations.

For example, in February 2022 Russia initiated military action against Ukraine. In response, the U.S. and certain other countries imposed sanctions and export controls against Russia, Belarus and certain individuals and entities connected to Russian or Belarusian political, business, and financial organizations, and the U.S. and certain other countries could impose further sanctions, trade restrictions, and other retaliatory actions should the conflict continue or worsen. It is not possible to predict the broader consequences of the conflict, including related geopolitical tensions, the movement of refugees, and the measures and retaliatory actions taken by the U.S. and other countries in respect thereof as well as any counter measures or retaliatory actions by Russia or Belarus in response, including, for example, potential cyberattacks or the disruption of energy

exports, which could cause further regional instability and geopolitical shifts and could materially adversely affect global trade, currency exchange rates, regional economies and the global economy. In addition, in October 2023, the war between Israel and Hamas began, which has resulted in significant military activities in the region and may further escalate regional instability. The situations remain uncertain, and while it is difficult to predict the full impact of any of the foregoing, the conflicts and actions taken in response to the conflicts could increase our costs, disrupt our supply chain, reduce our sales and earnings, impair our ability to raise additional capital when needed on acceptable terms, if at all, or otherwise adversely affect our business, financial condition, and results of operations.

***We may not sustain our growth rate and we may not be able to manage any future growth effectively.***

We have experienced significant growth and also have substantially expanded our operations in a short period of time. Our revenue increased from \$618.0 million in 2020 to \$881.7 million in 2023 and increased from \$655.4 million for the nine months ended September 30, 2023 to \$697.6 million for the nine months ended September 30, 2024. We do not expect to achieve similar growth rates in future periods. You should not rely on our operating results for any prior quarterly or annual periods as an indication of our future operating performance. If we are unable to maintain expected revenue growth in both absolute dollars and as a percentage of prior period revenue, our financial results could suffer and our stock price could decline.

Our future operating results depend, to a large extent, on our ability to successfully manage any future expansion and growth. To successfully manage our growth and obligations as a public company, we believe we must effectively, among other things:

- maintain our relationships with existing service provider partners and add new service provider partners;
- increase our subscriber base and help our service provider partners maintain and improve their revenue retention rates, while also expanding their cross-sell effectiveness;
- manage our relationships with our hardware vendors and other key suppliers;
- add, train and integrate sales and marketing personnel;
- expand our international operations; and
- continue to implement and improve our administrative, financial and operational systems, procedures and controls.

We intend to continue to invest in research and development, sales and marketing, and general and administrative functions and other areas to grow our business. We are likely to recognize the costs associated with these increased investments earlier than some of the anticipated benefits and the return on these investments may be lower, or may develop more slowly, than we expect, which could adversely affect our operating results.

If we are unable to manage our growth effectively, we may not be able to take advantage of market opportunities or develop new solutions or enhancements to our existing solutions and we may fail to satisfy subscriber and service provider partner requirements, maintain the quality of our solutions, execute on our business plan or respond to competitive pressures, which could result in our financial results suffering and a decline in our stock price.

***We have expanded our business rapidly in recent periods. If we fail to manage the expansion of our operations and infrastructure effectively, we may be unable to execute our business plan, maintain high levels of service or address competitive challenges adequately.***

We increased our number of full-time employees from 1,404 as of December 31, 2020 to 2,055 as of September 30, 2024. Our growth has placed, and may continue to place, a significant strain on our managerial, administrative, operational, financial and other resources. We intend to further expand our overall business, service provider partner network, subscriber base, headcount and operations, including by acquiring other businesses. Creating and maintaining a global organization and managing a geographically dispersed workforce requires substantial management effort and significant additional investment in our infrastructure. We will be required to continue to improve our operational, financial and management controls and our reporting procedures to ensure timely and accurate reporting of our operational and financial results and we may not be able to do so effectively. As such, we may be unable to manage our expenses effectively in the future, which may negatively impact our gross profit or operating expenses in any particular quarter. If we fail to manage our anticipated growth and change in a manner that preserves the key aspects of our corporate culture, the quality of our solutions may suffer, which could negatively affect our brand and reputation and harm our ability to retain and attract service provider partners and consumers.

***From time to time, we are involved in legal proceedings where a negative outcome, including an adverse litigation judgment or settlement, could expose us to monetary damages or limit our ability to operate our business, resulting in a material adverse effect on our business, financial condition, cash flows and results of operations.***

We are involved and have been involved in the past in legal proceedings from time to time, including claims directly against us or claims against certain of our service provider partners that we have agreed to indemnify. For example, on January 10, 2022, EcoFactor, Inc., or EcoFactor, filed a lawsuit against us alleging Alarm.com's products and services directly and indirectly infringe five U.S. patents owned by EcoFactor. On July 22, 2021, Causam Enterprises, Inc., or Causam, filed a lawsuit against us alleging that Alarm.com's smart thermostats infringe four U.S. patents owned by Causam. See the section of this Quarterly Report titled "Legal Proceedings" for additional information regarding each of these matters and the other legal proceedings we are involved in. We may not be able to accurately assess the risks related to any of these suits, and we may be unable to accurately assess our level of exposure as the results of any litigation, investigations and other legal proceedings are inherently unpredictable. Any claims against us, whether meritorious or not, could be time consuming, result in costly litigation, damage our reputation, require significant amounts of management time and divert significant resource. Companies in our industry have been subject to claims related to patent infringement, regulatory matters, and product liability, as well as contract and employment-related claims. As a result of patent infringement and other intellectual property proceedings, we have, and may be required to seek in the future, licenses under patents or intellectual property rights owned by third parties, including open-source software and other commercially available software, which can be costly, or cross-license agreements relating to our and third-party intellectual property. The outcome of legal claims and proceedings against us cannot be predicted with certainty, and a negative outcome could result in a material adverse effect on our business, financial condition, cash flows and results of operations.

***Our business operates in a regulated industry.***

Our business, operations and service provider partners are subject to various U.S. federal, state and local consumer protection laws, licensing regulation and other laws and regulations, and to similar laws and regulations in the other countries in which we operate. Our advertising and sales practices and that of our U.S. service provider partner network are subject to regulation by the U.S. Federal Trade Commission, or the FTC, in addition to state consumer protection laws. The FTC and the Federal Communications Commission have issued regulations that place restrictions on, among other things, unsolicited automated telephone calls to residential and wireless telephone subscribers by means of automatic telephone dialing systems and the use of prerecorded or artificial voice messages. If our service provider partners were to take actions in violation of these regulations, such as telemarketing to individuals on the "Do Not Call" registry or using automatic telephone dialing systems and prerecorded or artificial voice messages, we could be subject to fines, penalties, private actions or enforcement actions by government regulators. Although we have taken steps to insulate ourselves from any such wrongful conduct by our service provider partners, and to contractually require our service provider partners to comply with these laws and regulations, we have in the past incurred costs to settle alleged violations of the Telephone Consumer Protection Act, or TCPA, and no assurance can be given that we will not be exposed to future liability as result of our service provider partners' conduct. Further, to the extent that any changes in law or regulation further restrict the lead generation activity of our service provider partners, these restrictions could result in a material reduction in subscriber acquisition opportunities, reducing the growth prospects of our business and adversely affecting our financial condition and future cash flows. In addition, most states in which we operate have licensing laws directed specifically toward the monitored security services industry. Our business relies heavily upon cellular telephone service to communicate signals. Cellular telephone companies are currently regulated by both federal and state governments. State-level privacy and data security laws in California and various other U.S. states regulate our, and our service provider partners', use, collection, and disclosure of subscribers' personal information. A number of proposed privacy bills in other U.S. states could place restrictions on how we and our service provider partners use personal information and market to consumers in those states. Other laws and regulations, including consumer protection laws, laws and regulations governing advertising and sales practices, as well as privacy and data security laws and regulations apply in the other countries in which we operate. See "Evolving government and industry regulation and changes in applicable laws relating to the Internet and data privacy may increase our expenditures related to compliance efforts or otherwise limit the solutions we can offer, which may harm our business and adversely affect our financial condition" below. Furthermore, the SEC adopted expansive rules, which are currently stayed, that require public companies to disclose, among other things, information about the material impact of climate change on their business, as well as information about companies' governance, risk management and strategy related to climate risk. Changes in laws or regulations could require us to change the way we operate, which could increase costs or otherwise disrupt operations. In addition, failure to comply with any such applicable laws or regulations could result in substantial fines or revocation of our operating permits and licenses, including in geographic areas where our services have substantial penetration, which could adversely affect our business, financial condition, cash flows and results of operations. Further, if these laws and regulations were to change or if we fail to comply with such laws and regulations as they exist today or in the future, our business, financial condition, cash flows and results of operations could be materially and adversely affected.

***The markets in which we participate are highly competitive and many companies, including large technology companies, broadband and security service providers and other managed service providers, are actively targeting the home and business automation, security monitoring, video monitoring and energy management markets. If we are unable to compete effectively with these companies, our sales and profitability could be adversely affected.***

We compete in several markets, including security, video, automation, energy management and wellness solutions. The markets in which we participate are highly competitive and competition may intensify in the future.

Our ability to compete depends on a number of factors, including:

- our platforms and solutions' functionality, performance, ease of use and installation, reliability, availability and cost effectiveness relative to that of our competitors' products;
- our success in utilizing new and proprietary technologies to offer solutions and features previously not available in the marketplace;
- our success in identifying new markets, applications and technologies;
- our ability to attract and retain service provider partners;
- our name recognition and reputation;
- our ability to recruit software engineers and sales and marketing personnel; and
- our ability to protect our intellectual property.

Consumers may prefer to purchase from their existing suppliers rather than a new supplier regardless of product performance or features. In the event a consumer decides to evaluate a new home automation, security monitoring, video monitoring, energy management, or wellness solution, the consumer may be more inclined to select one of our competitors whose product offerings are broader than those that we offer. In addition, consumers may prefer to purchase products that they can install themselves. If there are continuing restrictions on our service providers' ability to meet with residential and commercial property owners in person, our ability to compete will depend on our ability to make our products available for remote installation or to make certain of our products easily installable by consumers rather than solely by our service providers.

Our current competitors include providers of other technology platforms for the connected property with interactive security, including Alula (formed following the merger of ipDatatel, LLC and Resolution Products, LLC), Avigilon Corporation, Brivo Inc., Digital Monitoring Products Inc., Eagle Eye Networks Inc., Honeywell International Inc., Resideo Technologies Inc., SecureNet Technologies, LLC, Telular Corporation (acquired by AMETEK, Inc.), United Technologies Corporation, and Verkada Inc., which sell solutions to service providers, cable operators, technology retailers and other residential and commercial automation providers. We also compete with interactive, monitored security solutions sold directly to subscribers and may also be sold through our partners, including companies like Abode Systems, Inc., Arlo Technologies, Inc., Cove Smart, LLC, Scout Security, Inc. and SimpliSafe, Inc. In addition, our service provider partners compete with security solutions sold directly to subscribers, as well as managed service providers, such as cable television, telephone and broadband companies like Comcast Cable Communications, LLC and Rogers Communications, Inc., and providers of point products, including Google Inc.'s Nest Labs, Inc. Amazon.com offers Amazon Home Services security packages with bundled equipment and professional installation, and Amazon Key, a security camera and smart lock integration feature. Ring Inc., owned by Amazon.com, offers a connected video doorbell, video cameras and an integrated security system, Ring Alarm. Samsung's SmartThings offers a security system and a home automation and awareness hub. Arlo Technologies, Inc. and Wyze Labs, Inc. offers connected video cameras, a connected video doorbell, and smart security devices. Apple Inc. offers a feature that allows some manufacturers' connected devices and accessories, including video cameras and doorbells, to be controlled through its HomeKit service available in Apple's iOS operating system. Additionally, Canary and other companies offer all in one video monitoring and awareness devices. In addition, we may compete with other large and small technology companies that offer control capabilities among their products, applications and services, and have ongoing development efforts to address the broader connected home market.

Many of our competitors have longer operating histories, greater name recognition, larger customer bases and significantly greater financial, technical, sales, marketing, distribution and other resources than we have. We expect to encounter new competitors as we enter new markets as well as increased competition, both domestically and internationally, from other established and emerging home automation, security monitoring, video monitoring and automation, wellness, and energy management companies as well as large technology companies. In addition, there may be new technologies that are introduced that reduce demand for our solutions or make them obsolete. Our current and potential competitors may also establish cooperative relationships among themselves or with third parties and rapidly acquire significant market share. Increased competition could also result in price reductions and loss of market share, any of which could result in lower revenue and negatively affect our ability to grow our business.

***Aggressive business tactics by our competitors may reduce our revenue.***

Increased competition in the markets in which we compete may result in aggressive business tactics by our competitors, including:

- selling at a discount;
- offering products similar to our platforms and solutions on a bundled basis at no charge;

- announcing competing products combined with extensive marketing efforts;
- providing financing incentives to consumers; and
- asserting intellectual property rights irrespective of the validity of the claims.

Our service provider partners may switch and offer the products and services of competing companies, which would adversely affect our sales and profitability. Competition from other companies may also adversely affect our negotiations with service provider partners and suppliers, including, in some cases, requiring us to lower our prices. Opportunities to take market share using innovative products, services and sales approaches may also attract new entrants to the field. We may not be able to compete successfully with the offerings and sales tactics of other companies, which could result in the loss of service provider partners offering our platforms and solutions and, as a result, our revenue and profitability could be adversely affected.

If we fail to compete successfully against our current and future competitors, or if our current or future competitors employ aggressive business tactics, including those described above, demand for our platforms and solutions could decline, we could experience cancellations of our services to consumers, or we could be required to reduce our prices or increase our expenses.

***The proper and efficient functioning of our network operations centers and data back-up systems is central to our solutions.***

Our solutions operate with a hosted architecture and we update our solutions regularly while our solutions are operating. If our solutions and/or upgrades fail to operate properly, our solutions could stop functioning for a period of time, which could put our users at risk. Our ability to keep our business operating is highly dependent on the proper and efficient operation of our network operations centers and data back-up systems, as well as the systems of the third-party technology providers we use to process certain information, such as video. Although our network operations centers have back-up computer and power systems, if there is a catastrophic event, natural disaster, terrorist attack, security breach or other extraordinary event, we may be unable to provide our subscribers with uninterrupted monitoring service or may be unable to adequately protect confidential information and data from unauthorized access or loss. Furthermore, because data back-up systems are susceptible to malfunctions and interruptions (including those due to equipment damage, power outages, human error, system or software updates, computer viruses, computer hacking, data corruption and a range of other hardware, software and network problems), we cannot guarantee that we will not experience data back-up failures in the future. A significant or large-scale security breach, malfunction or interruption of our network operations centers or data back-up systems could adversely affect our ability to keep our operations running efficiently or could result in unauthorized access to or loss of data. If such an event results in unauthorized access to or loss of service provider partner, subscriber, employee or other personally identifiable data subject to data privacy and security laws and regulations, then it could result in substantial fines by U.S. federal and state authorities, foreign data privacy authorities in the European Union, or the EU, Canada, and other countries, and/or private claims by companies or individuals. If a malfunction or security breach results in a wider or sustained disruption, it could have a material adverse effect on our reputation, business, financial condition, cash flows or results of operations.

***Failure to maintain the security of our information and technology networks, including information relating to our service provider partners, subscribers and employees, could adversely affect us.***

We are dependent on information technology networks and systems, including the Internet, to process, transmit and store electronic information and, in the normal course of our business, we collect and retain certain information pertaining to our service provider partners, subscribers and employees, including credit card information for many of our service provider partners and certain of our subscribers. If security breaches in connection with the delivery of our solutions allow unauthorized third parties to access any of this data or obtain control of our subscribers' systems, our reputation, business, financial condition, cash flows and results of operations could be harmed.

The legal, regulatory and contractual environment surrounding information security, privacy and credit card fraud is constantly evolving and companies that collect and retain such information are under increasing attack by cyber-criminals around the world. Further, as the regulatory focus on privacy issues continues to increase and worldwide laws and regulations concerning the protection of data and personal information expand and become more complex, these potential risks to our business will intensify. A significant actual or potential theft, loss, fraudulent use or misuse of service provider partner, subscriber, employee or other personally identifiable data, whether by third parties or as a result of employee malfeasance or otherwise, non-compliance with our contractual or other legal obligations regarding such data or a violation of our privacy and security policies with respect to such data could result in loss of confidential information, damage to our reputation, early termination of our service provider partner contracts, litigation, regulatory investigations or actions and other liabilities or actions against us, including significant fines by U.S. federal and state authorities, foreign data privacy authorities in the EU, Canada, and other countries and private claims by companies and individuals for violation of data privacy and security regulations. To the extent that any such exposure leads to credit card fraud or identity theft, we may experience a general decline in consumer confidence in our business, which may lead to an increase in attrition rates or may make it more difficult to attract new subscribers. If any one of these risks materializes our business, financial condition, cash flows or results of operations could be materially and adversely affected.

***If our security measures are breached, including any breaches caused by cyber-attacks, our reputation may be damaged, we may be exposed to significant liabilities under U.S. and foreign laws, and our business and results of operations may be adversely affected.***

Cyber-attacks from computer hackers and cyber criminals and other malicious Internet-based activity continue to increase generally, and perpetrators of cyber-attacks may be able to develop and deploy viruses, worms, ransomware, malware, DNS attacks, wireless network attacks, attacks on our cloud networks, phishing attempts, social engineering attempts, distributed denial of service attacks and other advanced persistent threats or malicious software programs that attack our products and services, our networks and network endpoints or otherwise exploit any security vulnerabilities of our products, services and networks. Techniques used to obtain unauthorized access or to sabotage systems change frequently and generally are not recognized until launched against a target. As a result, we may be unable to anticipate these techniques or to implement adequate preventative measures. We cannot be certain that advances in cyber-capabilities or other developments will not compromise or breach the technology protecting the networks that access our platforms and solutions, and we can make no assurance that we will be able to detect, prevent, timely and adequately address or mitigate the negative effects of cyber-attacks or other security breaches. We continue to follow our previously implemented hybrid return to office plan that includes mandatory in-office workdays and voluntary remote workdays, which may make us more vulnerable to cyber-attacks or other security breaches.

Security breaches of, or sustained attacks against, our networks and infrastructure could create system disruptions and shutdowns that could result in disruptions to our operations or unauthorized access to or loss of our data. If such an event results in unauthorized access to or loss of any data subject to data privacy and security laws and regulations, then we could be subject to substantial fines by U.S. federal and state authorities, foreign data privacy authorities in the EU, Canada, and other countries, and private claims by companies or individuals. A system disruption, shutdown, or loss of data may result in adverse publicity and therefore adversely affect the market's perception of the security and reliability of our services. A cyber-attack may cause additional costs, such as investigative and remediation costs, and the costs of providing individuals and/or data owners with notice of the breach, legal fees and the costs of any additional fraud detection activities required by law, a court or a third-party. Additionally, some of our customer contracts require us to indemnify customers from damages they may incur as a result of a breach of our networks and systems. There can be no assurance that the limitation of liability provisions in our contracts for a security breach would be enforceable or would otherwise protect us from any such liabilities or damages with respect to any particular claim. While we maintain general liability insurance coverage and coverage for technology errors or omissions, we cannot assure you that such coverage will be available in sufficient amounts to cover one or more large claims related to a breach, will continue to be available on acceptable terms or at all. If any one of these risks materializes, our business, financial condition, cash flows or results of operations could be materially and adversely affected.

In addition to the core operating environment of Alarm.com, we also have acquired businesses and subsidiaries that in some cases operate data infrastructure that is distinct from the Alarm.com operating environment, and therefore have distinct data security vulnerabilities. The overall management of cybersecurity risk involves coordination between Alarm.com and our acquired businesses and subsidiaries, and data security risks in these entities may be heightened where the technology platform is less mature than the Alarm.com core platform.

***We rely on our service provider partner network to acquire additional subscribers, and the inability of our service provider partners to attract additional subscribers or retain their current subscribers could adversely affect our operating results.***

Substantially all of our revenue is generated through the sales of our platforms and solutions by our service provider partners, who incorporate our solutions in certain of the products and packages they sell to their customers, and our service provider partners are responsible for subscriber acquisition, as well as providing customer service and technical support for our platforms and solutions to the subscribers. We provide our service provider partners with specific training and programs to assist them in selling and providing support for our platforms and solutions, but we cannot assure you that these steps will be effective. In addition, we rely on our service provider partners to sell our platforms and solutions into new markets in the intelligent and connected property space. If our service provider partners are unsuccessful in marketing, selling and supporting our platforms and solutions, our operating results could be adversely affected.

In order for us to maintain our current revenue sources and grow our revenues, we must effectively manage and grow relationships with our service provider partners. Recruiting and retaining qualified service provider partners and training them in our technology and solutions requires significant time and resources and has been made more challenging by the Macroeconomic Conditions. If we fail to maintain our relationships with existing service provider partners or develop relationships with new service provider partners, our revenue and operating results would be adversely affected. In addition, to execute on our strategy to expand our sales internationally, we must develop, manage and grow relationships with service provider partners that sell into these markets.

Any of our service provider partners may choose to offer a product from one of our competitors instead of our platforms and solutions, elect to develop their own competing solutions or simply discontinue their operations with us. For example, we entered into a Patent Cross License Agreement in November 2013 with Vivint, pursuant to which we granted a license to use the

intellectual property associated with our connected home solutions. Under the terms of this and subsequent arrangements, Vivint has transitioned from selling our solutions directly to its customers to selling its own home automation product to its new customers. We now generate revenue from a monthly fee charged to Vivint on a per customer basis from sales of this service provider partner's product; however, these monthly fees are less on a per customer basis than fees we receive from our SaaS solutions. Therefore, we receive less revenue on a per customer basis from Vivint compared to our SaaS subscriber base, which may result in a lower revenue growth rate. Similarly, we entered into a patent license agreement with ADT LLC, or ADT, pursuant to which we granted a license to use certain Alarm.com intellectual property following the termination or expiration of the initial term of our master service agreement with ADT. Under the terms of the license, ADT pays us a monthly royalty for each subscriber to its branded residential interactive security, automation and video service offerings that is covered by any of our licensed patents and not supported on our platforms. We must also work to expand our network of service provider partners to ensure that we have sufficient geographic coverage and technical expertise to address new markets and technologies. While it is difficult to estimate the total number of available service provider partners in our markets, there are a finite number of service provider partners that are able to perform the types of technical installations required for our platforms and solutions. In the event that we saturate the available service provider pool, or if market or other forces cause the available pool of service providers to decline, it may be increasingly difficult to grow our business. If we are unable to expand our network of service provider partners, our business could be harmed.

As consumers' product and service options grow, it is important that we enhance our service provider partner footprint by broadening the expertise of our service provider partners, working with larger and more sophisticated service provider partners and expanding the mainstream solutions our service provider partners offer. If we do not succeed in this effort, our current and potential future service provider partners may be unable or unwilling to broaden their offerings to include our connected property solutions, resulting in harm to our business.

***We receive a substantial portion of our revenue from a limited number of service provider partners, and the loss of, or a significant reduction in, orders from one or more of our major service provider partners would result in decreased revenue and profitability.***

Our success is highly dependent upon establishing and maintaining successful relationships with a variety of service provider partners. We market and sell our platforms and solutions through a channel assisted sales model and we derive substantially all of our revenue from these service provider partners. We generally enter into agreements with our service provider partners outlining the terms of our relationship, including service provider pricing commitments, installation, maintenance and support requirements, and our sales registration process for registering potential sales to subscribers. These service provider contracts typically have an initial term of one year, with subsequent renewal terms of one year, and are terminable at the end of the initial term or renewal terms without cause upon written notice to the other party. In some cases, these contracts provide the service provider partner with the right to terminate prior to the expiration of the term without cause upon 30 days written notice, or, in the case of certain termination events, the right to terminate the contract immediately. While we have developed a network of service provider partners to sell, install and support our platforms and solutions, we receive a substantial portion of our revenue from a limited number of channel partners and significant customers. During the years ended December 31, 2023, 2022 and 2021, our 10 largest revenue service provider partners or distributors accounted for 50%, 49% and 47% of our revenue, respectively. ADT represented greater than 15% but not more than 20% of our revenue in 2023, 2022 and 2021. ADT also represented more than 10% of accounts receivable as of December 31, 2023.

We amended our master service agreement with ADT, or MSA, to extend the initial term through January 1, 2023, which also includes subsequent renewal terms of one year unless either party provides written notice of non-renewal. The amendment to the MSA also provides for the integration of certain third-party products into the ADT Command and Control software platform which we operate. In connection with the amendment to the MSA, we agreed to provide ADT a license to use certain Alarm.com intellectual property following the termination or expiration of the initial term of the MSA for which ADT pays us a monthly royalty for each subscriber to its ADT branded residential interactive security, automation and video service offerings that is covered by any of our licensed patents and not enabled by one of our software platforms. We cannot assure you that we will be able to meet the conditions set forth in the amended agreement. We continue to generate revenue from each subscriber that is already installed on one of our platforms for the life of that subscriber account but the number of such subscribers would likely decline over time. While we would generate revenue from ADT subscribers not on our platform using service offerings covered by any of our licensed patents from the per subscriber royalty fee charged to ADT under the patent license, these monthly fees will be less on a per subscriber basis than fees we receive from our SaaS solutions. In addition, even if ADT continues to use other services that we offer, we cannot assure you that the revenue from ADT or new accounts added by ADT will reach or exceed historical levels in any future period. We may not be able to offset any unanticipated decline in revenue from ADT with revenues from new customers or other existing customers. Any negative developments in ADT's business, or any significant decrease in revenue from or loss of ADT as a customer could materially and adversely harm our business, financial condition, cash flows and results of operations.

We anticipate that we will continue to be dependent upon a limited number of service provider partners for a significant portion of our revenue for the foreseeable future and, in some cases, a portion of our revenue attributable to individual service provider partners may increase in the future. The loss of one or more key service provider partners, a reduction in sales through any major service provider partners or the inability or unwillingness of any of our major service provider partners to pay for our platforms and solutions would reduce our revenue and could impair our profitability.

***Substantially all of the revenues associated with the non-hosted software platform are from a single customer and the loss of this customer could harm our operating results.***

In March 2017, we acquired certain assets related to the Connect business unit of Icontrol Networks, Inc., or Icontrol, and all of the outstanding equity interests of the two subsidiaries through which Icontrol conducted its Piper business, which we refer to in this report as the Acquisition. Historically, ADT has accounted for, and continues to account for, substantially all of the revenue of the Connect business unit. In connection with the Acquisition we amended our MSA with ADT to cover services provided with respect to the non-hosted software platform, or Software platform. We cannot assure you that ADT will use the Software platform for its new customers or keep existing customers on the Software platform. In addition, even if ADT continues to use the Software platform, we cannot assure you that the revenue from ADT or new accounts added by ADT will reach or exceed historical levels of revenue for the Connect business unit in any future period. Any negative developments in ADT's business, or any significant decrease in revenue from or loss of ADT as a customer could materially and adversely harm our business, financial condition, cash flows and results of operations.

***We have relatively limited visibility regarding the consumers that ultimately purchase our solutions, and we often rely on information from third-party service providers to help us manage our business. If these service providers fail to provide timely or accurate information, our ability to quickly react to market changes and effectively manage our business may be harmed.***

We sell our solutions through service provider partners. These service provider partners work with consumers to design, install, update and maintain their connected home and commercial installations and manage the relationship with our subscribers. While we are able to track orders from service provider partners and have access to certain information about the configurations of their Alarm.com systems that we receive through our platforms, we also rely on service provider partners to provide us with information about consumer behavior, product and system feedback, consumer demographics and buying patterns. We use this channel sell-through data, along with other metrics, to forecast our revenue, assess consumer demand for our solution, develop new solutions, adjust pricing and make other strategic business decisions. Channel sell-through data is subject to limitations due to collection methods and the third-party nature of the data and thus may not be complete or accurate. If we do not receive consumer information on a timely or accurate basis, or if we do not properly interpret this information, our ability to quickly react to market changes and effectively manage our business may be harmed.

***Consumers may choose to adopt point products that provide control of discrete functions rather than adopting our connected property solutions. If we are unable to increase market awareness of the benefits of our unified solutions, our revenue may not continue to grow, or it may decline.***

Many vendors have emerged, and may continue to emerge, to provide point products with advanced functionality for use in connected properties, such as a video doorbell or thermostat that can be controlled by an application on a smartphone. We expect more and more consumer electronic and consumer appliance products to be network-aware and connected — each very likely to have its own smart device (phone or tablet) application. Consumers may be attracted to the relatively low costs of these point products and the ability to expand their connected property control solution over time with minimal upfront costs, despite some of the disadvantages of this approach, which may reduce demand for our connected property solutions. If so, our service provider partners may switch and offer the point products and services of competing companies, which would adversely affect our sales and profitability. If a significant number of consumers in our target market choose to adopt point products rather than our connected property solutions, then our business, financial condition, cash flows and results of operations will be harmed, and we may not be able to achieve sustained growth or our business may decline.

***Mergers or other strategic transactions involving our competitors could weaken our competitive position, which could adversely affect our ability to compete effectively and harm our results of operations.***

Our industry is highly fragmented, and we believe it is likely that some of our existing competitors will consolidate or be acquired. In addition, some of our competitors may enter into new alliances with each other or may establish or strengthen cooperative relationships with systems integrators, third-party consulting firms or other parties. Any such consolidation, acquisition, alliance or cooperative relationship could adversely affect our ability to compete effectively and lead to pricing pressure and our loss of market share and could result in a competitor with greater financial, technical, marketing, service and other resources, all of which could harm our business, financial condition, cash flows and results of operations.

***We are dependent on our connected property solutions, and the lack of continued market acceptance of our connected property solutions would result in lower revenue.***

Our connected property solutions account for substantially all of our revenue and will continue to do so for the foreseeable future. As a result, our revenue could be reduced by:

- any decline in demand for our connected property solutions;
- the failure of our connected property solutions to achieve continued market acceptance;



- the introduction of products and technologies that serve as a replacement or substitute for, or represent an improvement over, our connected property solutions;
- technological innovations or new communications standards our connected property solutions do not address; and
- our inability to release enhanced versions of our connected property solutions on a timely basis.

We are vulnerable to fluctuations in demand for Internet-connected devices in general and interactive security systems in particular. If the market for connected home and commercial solutions grows more slowly than anticipated or if demand for connected home and commercial solutions does not grow as quickly as anticipated, whether as a result of competition, product obsolescence, technological change, unfavorable economic conditions, uncertain geopolitical environments, budgetary constraints of our consumers or other factors, we may not be able to continue to increase our revenue and earnings and our stock price would decline.

***A significant decline in our SaaS and license revenue renewal rate would have an adverse effect on our business, financial condition, cash flows and results of operations.***

We generally bill our service provider partners based on the number of subscribers they have on our platforms and the features being utilized by subscribers on a monthly basis in advance. Subscribers could elect to terminate our services in any given month. If our efforts and our service provider partners' efforts to satisfy our existing subscribers are not successful, we may not be able to retain them or sell additional functionality to them and, as a result, our revenue and ability to grow could be adversely affected. We track our SaaS and license revenue renewal rate on an annualized basis, as reflected in the section of this Quarterly Report titled "Management's Discussion and Analysis of Financial Condition and Results of Operations — Other Business Metrics — SaaS and License Revenue Renewal Rate." However, our service provider partners, who resell our services to our subscribers, have indicated that they typically have three to five-year service contracts with residential and commercial property owners who use our solutions. Our SaaS and license revenue renewal rate is calculated across our entire subscriber base, including subscribers whose contract with their service provider reached the end of its contractual term during the measurement period, as well as subscribers whose contract with their service provider has not reached the end of its contractual term during the measurement period, and is not intended to estimate the rate at which our subscribers renew their contracts with our service provider partners. As a result, we may not be able to accurately predict future trends in renewals and the resulting churn. Subscribers may choose not to renew their contracts for many reasons, including the belief our service is not required for their needs or is otherwise not cost-effective, a desire to reduce discretionary spending, or a belief our competitors' services provide better value. Additionally, our subscribers may not renew for reasons entirely out of our control, such as moving a residence or the dissolution of their business, which is particularly common for small to mid-sized businesses. A significant increase in our churn would have an adverse effect on our business, financial condition, cash flows or results of operations.

***If we are unable to develop new solutions, sell our platforms and solutions into new markets or further penetrate our existing markets, our revenue may not grow as expected.***

Our ability to increase sales will depend, in large part, on our ability to enhance and improve our platforms and solutions, introduce new solutions in a timely manner, sell into new markets and further penetrate our existing markets. The success of any enhancement or new solution or service depends on several factors, including the timely completion, introduction and market acceptance of enhanced or new solutions, the ability to maintain and develop relationships with service providers, the ability to attract, retain and effectively train sales and marketing personnel and the effectiveness of our marketing programs. Any new product or service we develop or acquire may not be introduced in a timely or cost-effective manner, and may not achieve the broad market acceptance necessary to generate significant revenue. Any new markets into which we attempt to sell our platforms and solutions, including new vertical markets and new countries or regions, may not be receptive. Our ability to further penetrate our existing markets depends on the quality, availability and reliability of our platforms and solutions and our ability to design our platforms and solutions to meet consumer demand.

***We benefit from integration of our solutions with third-party platform providers. If these developers choose not to partner with us, or are acquired by our competitors, our business and results of operations may be harmed.***

Our solutions are incorporated into the hardware of our third-party platform providers. For example, our hardware platform partners produce control devices that deliver our platform services to subscribers. It may be necessary in the future to renegotiate agreements relating to various aspects of these solutions or other third-party solutions. The inability to easily integrate with, or any defects in or disruption in the supply or availability of, any third-party solutions could result in increased costs, or in delays in new product releases or updates to our existing solutions until such issues have been resolved, which could have a material adverse effect on our business, financial condition, cash flows, results of operations and future prospects and could damage our reputation. In addition, if these third-party solution providers choose not to partner with us, choose to integrate their solutions with our competitors' platforms, or are unable or unwilling to update their solutions, our business, financial condition, cash flows and results of operations could be harmed. Further, if third-party solution providers that we partner with or that we would benefit from partnering with are acquired by our competitors, they may choose not to offer their solutions on our platforms, which could adversely affect our business, financial condition, cash flows and results of operations.

***We rely on wireless carriers to provide access to wireless networks through which we provide our wireless alarm, notification and intelligent automation services, and any interruption of such access and any significant costs related to such interruption could materially and adversely impact our business, financial condition, cash flows, results of operation and reputation.***

We rely on wireless carriers to provide access to wireless networks for machine-to-machine data transmissions, which are an integral part of our services. Our wireless carriers may suspend wireless service to expand, maintain or improve their networks, or may discontinue or sunset older wireless networks as new technology evolves. For example, certain cellular carriers shut down their 3G and CDMA wireless networks in 2022 which required our subscribers to upgrade to alternative and potentially more expensive technologies. See “The technology we employ may become obsolete and we may need to incur significant capital expenditures to update our technology” below. Further, wireless carriers from time to time suffer service outages which range from local to national in scale during which security control panels may be unable to transmit life safety signals to emergency responders. Any such wireless carrier service disruptions could materially and adversely impact our ability to provide services to our service provider partners and subscribers and result in significant costs, which could materially and adversely impact our business, results of operations and reputation. In addition, product changes by wireless carriers, price increases or changes to existing contract terms or termination of our agreements could also have a material and adverse impact on our business, financial condition, cash flows and results of operations.

***If we are unable to adapt to technological change, including maintaining compatibility with a wide range of devices, our ability to remain competitive could be impaired.***

The market for connected home and commercial solutions is characterized by rapid technological change, frequent introductions of new products and evolving industry standards. Our ability to attract new subscribers and increase revenue from existing subscribers will depend in significant part on our ability to anticipate changes in industry standards, to continue to enhance our existing solutions or introduce new solutions on a timely basis to keep pace with technological developments, and to maintain compatibility with a wide range of connected devices in residential and commercial properties. We may change aspects of our platforms and may utilize open source technology in the future, which may cause difficulties including compatibility, stability and time to market. The success of any enhanced or new product or solution will depend on several factors, including the timely completion and market acceptance of the enhanced or new product or solution. Similarly, if any of our competitors implement new technologies before we are able to implement them, those competitors may be able to provide more effective products than ours, possibly at lower prices. Any delay or failure in the introduction of new or enhanced solutions could harm our business, financial condition, cash flows and results of operations.

***The technology we employ may become obsolete and we may need to incur significant capital expenditures to update our technology.***

Our industry is characterized by rapid technological innovation. Our platforms and solutions interact with the hardware and software technology of systems and devices located at our subscribers’ properties and we depend upon cellular, broadband and other telecommunications providers to provide communication paths to our subscribers in a timely and efficient manner. We may be required to implement new technologies or adapt existing technologies in response to changing market conditions, consumer preferences or industry standards, which could require significant capital expenditures. The discontinuation of cellular communication technology, cellular networks or other services by telecommunications service providers can affect our services and require our subscribers to upgrade to alternative and potentially more expensive, technologies. For example, certain cellular carriers shut down their 3G and CDMA wireless networks in 2022. We worked with our service providers to convert or upgrade the equipment of end user accounts reliant upon 3G or CDMA networks, and we incurred costs and may continue to incur costs related to the 3G and CDMA network shutdown. If our service providers are not able to convert or upgrade the equipment of their customers who are currently using 3G or CDMA network technology, then those accounts may be terminated with us or we may not be able to bill for such accounts when such networks are no longer available which could adversely affect our business, financial condition, cash flows and results of operations.

It is also possible that one or more of our competitors could develop a significant technical advantage that allows them to provide additional or superior quality products or services, or to lower their price for similar products or services, which could put us at a competitive disadvantage. Our inability to adapt to changing technologies, market conditions or consumer preferences in a timely manner could materially and adversely affect our business, financial condition, cash flows or results of operations.

***We depend on our suppliers. The loss of any key supplier or the inability of a key supplier to deliver their products to us on time or at the contracted price would materially and adversely affect our business, financial condition, cash flows and results of operations.***

Our hardware products depend on the availability and quality of components that we procure from third-party suppliers, some of which are supplied by single or limited source suppliers. Reliance on suppliers generally involves several risks, including increased costs, the possibility of defective parts, and loss of a supplier due to their ability to effectively manage their own supply chain, ability to obtain a contract on commercially reasonable terms, bankruptcy, or other events, which can adversely affect the reliability and reputation of our platforms and solutions and our profitability. In addition, from time to time we provide advance

payments or loans to our vendors to, for example, secure procurement of long lead time parts or to provide bridge financing to ensure continuity of operations. We are also dependent on industry supply conditions and subject to supply chain risks, including a shortage of components and reduced control over delivery schedules and increases in component costs, which can also adversely affect the reliability and reputation of our platforms and solutions and our profitability. These supply chain risks would be heightened in the event health precautions such as travel restrictions and shelter-in-place orders are implemented. In addition, limitations on factory capacity, including labor shortages, and delays in shipping times due to the Macroeconomic Conditions have in the past and may in the future adversely affect production of and the timing of delivery of components. While the global shortage of semiconductors used in our video, cellular communicator, and other products has eased, shortages of essential components of our products or significantly increased lead times for obtaining such components may lead to delays in our production, and we may be unable to fulfill orders for our hardware products on a timely basis or at all. Even if we are able to procure components from alternative sources, we may be required to pay more for them, which could adversely affect our profitability. We are working with our suppliers to secure components and materials to account for the continued longer lead times and limited availability, but we cannot assure you our efforts will be successful or that demand for our hardware products will continue at the same level. In addition, global transportation disruptions have led to slower shipping times generally, while fluctuations in passenger air travel have also led to reduced capacity and increased costs for air freight shipments, which may continue to adversely affect the timing and cost of delivery of components, materials and products. Any of these disruptions to our inventory and supply chain could have a material adverse effect on our business, financial condition, cash flows and results of operations. We have several large hardware suppliers from which we procure hardware on a purchase order basis, including three key suppliers that supplied products and components of our inventory which collectively represented 41% of our hardware revenue for the nine months ended September 30, 2024 (25%, 8% and 8% of hardware revenue, respectively). The failure of any of these key suppliers or their subcomponent suppliers to deliver product on time or at the contracted price would materially and adversely affect our business, financial condition, cash flows and results of operations. We are working with any impacted suppliers and their subcomponent provider to determine the amount and timing of any shortfall and to mitigate risks in this part of our supply chain, but we may not be successful. In addition, we rely on third-party technology providers for certain critical functions, such as processing and storing video. If our suppliers or technology providers are unable to continue to provide agreed upon supply or services, we could experience interruptions in delivery of our platforms and solutions to our service provider partners, which could have a material adverse effect on our business, financial condition, cash flows and results of operations. If we were required to find alternative sources of supply, qualification of alternative suppliers and the establishment of reliable supplies could result in delays, loss of sales and/or less profitable sales, any of which could have a material adverse effect on our business, financial condition, cash flows and results of operations.

***Growth of our business will depend on market awareness and a strong brand, and any failure to develop, maintain, protect and enhance our brand would hurt our ability to retain or attract subscribers.***

We believe building and maintaining market awareness, brand recognition and goodwill in a cost-effective manner is important to our overall success in achieving widespread acceptance of our existing and future solutions and is an important element in attracting new service provider partners and subscribers. An important part of our business strategy is to increase service provider and consumer awareness of our brand and to provide marketing leadership, services and support to our service provider partner network. This will depend largely on our ability to continue to provide high-quality solutions, and we may not be able to do so effectively. While we may choose to engage in a broader marketing campaign to further promote our brand, this effort may not be successful. Our efforts in developing our brand may be hindered by the marketing efforts of our competitors and our reliance on our service provider partners and strategic partners to promote our brand. If we are unable to cost-effectively maintain and increase awareness of our brand, our business, financial condition, cash flows and results of operations could be harmed.

***We operate in the emerging and evolving connected property market, which may develop more slowly or differently than we expect. If the connected property market does not grow as we expect, or if we cannot expand our platforms and solutions to meet the demands of this market, our revenue may decline, fail to grow or fail to grow at an accelerated rate, and we may incur operating losses.***

The market for solutions that bring objects and systems not typically connected to the Internet, such as home automation, security monitoring, video monitoring, energy management and wellness solutions, into an Internet-like structure is still developing, and it is uncertain how rapidly or how consistently this market will continue to develop and the degree to which our platforms and solutions will be accepted into the markets in which we operate. Some consumers may be reluctant or unwilling to use our platforms and solutions for a number of reasons, including satisfaction with traditional solutions, concerns about additional costs, concerns about data privacy and lack of awareness of the benefits of our platforms and solutions. Our ability to expand the sales of our platforms and solutions into new markets depends on several factors, including the awareness of our platforms and solutions, the timely completion, introduction and market acceptance of our platforms and solutions, the ability to attract, retain and effectively train sales and marketing personnel, the ability to develop relationships with service providers, the effectiveness of our marketing programs, the costs of our platforms and solutions and the success of our competitors. If we are unsuccessful in developing and marketing our platforms and solutions into new markets, or if consumers do not perceive or value the benefits of our platforms and solutions, the market for our platforms and solutions might not continue to develop or might develop more slowly than we expect, either of which would harm our revenue and growth prospects.

***Risks of liability from our operations are significant.***

The nature of the solutions we provide, including our interactive security solutions, and new technologies and companies we may acquire, potentially exposes us to greater risks of liability for data privacy and security, employee acts or omissions, or technology or system failure than may be inherent in other businesses. Substantially all of our service provider partner agreements contain provisions limiting our liability to service provider partners and our subscribers in an attempt to reduce this risk. However, in the event of litigation with respect to these matters, we cannot assure you that these limitations will be enforced, and the costs of such litigation could have a material adverse effect on us. Moreover, in the event of any regulatory investigations or actions against us related to these matters, we could be subject to additional risks and liabilities, including significant fines by U.S. federal and state authorities, foreign data privacy authorities in the EU, Canada, and other countries, in addition to the costs of such investigations, all of which could have a material adverse effect on us. In addition, there can be no assurance that we are adequately insured for these risks. Certain of our insurance policies and the laws of some states may limit or prohibit insurance coverage for punitive or certain other types of damages or liability arising from gross negligence.

***Our strategy includes pursuing acquisitions, and our potential inability to successfully integrate newly-acquired technologies, assets or businesses may harm our financial results. Future acquisitions of technologies, assets or businesses which are paid for partially or entirely through the issuance of stock or stock rights could dilute the ownership of our existing stockholders.***

We believe part of our growth will continue to be driven by acquisitions of other companies or their technologies, assets and businesses. For example, on April 21, 2023, we acquired certain assets of Vintra, on January 18, 2023, we acquired 100% of the issued and outstanding shares of capital stock of EBS, on September 23, 2022, we acquired 85% of the issued and outstanding shares of capital stock of Noonlight, Inc., on October 21, 2019, we acquired 85% of the issued and outstanding shares of capital stock of PC Open Incorporated, doing business as OpenEye, and on December 14, 2020, we acquired Shooter Detection Systems, LLC. Additionally, on December 16, 2021, our EnergyHub subsidiary acquired certain assets of an unrelated third party. Substantially all of the acquired assets consisted of developed technology. These acquisitions and any other acquisitions we may complete in the future will give rise to certain risks, including:

- incurring higher than anticipated capital expenditures and operating expenses;
- failing to assimilate and integrate the operations and personnel or failing to retain the key personnel of the acquired company or business;
- failing to retain customers and service providers and other third-party business partners seeking to terminate or renegotiate their relationships with us;
- failing to integrate the acquired technologies, or incurring significant expense to integrate acquired technologies into our platforms and solutions;
- disrupting our ongoing business;
- encountering complexities associated with managing a larger, more complex and growing business;
- diverting our management's attention and other company resources;
- failing to maintain uniform standards, controls and policies;
- incurring significant accounting charges;
- impairing relationships with employees, service provider partners or subscribers;
- finding that the acquired technology, asset or business does not further our business strategy, that we overpaid for the technology, asset or business or that we may be required to write off acquired assets or investments partially or entirely;
- failing to realize the expected synergies of the transaction;
- being exposed to unforeseen liabilities and contingencies that were not identified prior to acquiring the company; and
- being unable to generate sufficient revenue and profits from acquisitions to offset the associated acquisition costs.

Fully integrating an acquired technology, asset or business into our operations may take a significant amount of time. We may not be successful in overcoming these risks or any other problems encountered with acquisitions. To the extent we do not successfully avoid or overcome the risks or problems related to any such acquisitions, or fail to manage the acquired business or execute our integration and growth strategy in an efficient and effective manner, our business, financial condition, cash flows and results of operations could be harmed. Acquisitions also could impact our financial position and capital requirements, or could

cause fluctuations in our quarterly and annual results of operations. Acquisitions could include significant goodwill and intangible assets, which may result in future impairment charges that would reduce our stated earnings. We may incur significant costs in our efforts to engage in strategic transactions and these expenditures may not result in successful acquisitions.

We expect that the consideration we might pay for any future acquisitions of technologies, assets or businesses could include stock, rights to purchase stock, cash or some combination of the foregoing. If we issue stock or rights to purchase stock in connection with future acquisitions, net income per share and then-existing holders of our common stock may experience dilution.

***We may pursue business opportunities that diverge from our current business model, which may cause our business to suffer.***

We may pursue business opportunities that diverge from our current business model, including but not limited to expanding our platforms and solutions and investing in new and unproven technologies. We can offer no assurance that any such new business opportunities will prove to be successful. Among other negative effects, our pursuit of such business opportunities could reduce operating margins and require more working capital, subject us to additional federal, state, and local laws and regulations, materially and adversely affect our business, financial condition, cash flows or results of operations.

***Evolving government and industry regulation and changes in applicable laws relating to the Internet and data privacy may increase our expenditures related to compliance efforts or otherwise limit the solutions we can offer, which may harm our business and adversely affect our financial condition.***

As Internet commerce continues to evolve, federal, state or foreign agencies have adopted and could in the future adopt regulations covering issues such as user privacy and content. We are particularly sensitive to these risks because the Internet is a critical component of our SaaS business model. In addition, taxation of products or services provided over the Internet or other charges imposed by government agencies or by private organizations for accessing the Internet may be imposed. Any regulation imposing greater fees for Internet use or restricting information exchange over the Internet could result in a decline in the use of the Internet and the viability of Internet-based services, which could harm our business.

Our platforms and solutions enable us to collect, manage and store a wide range of data related to our subscribers' interactive security, intelligent automation, video monitoring, energy management and wellness systems. A valuable component of our platforms and solutions is our ability to analyze this data to present the user with actionable business intelligence. We obtain our data from a variety of sources, including our service provider partners, our subscribers and third-party providers. We cannot assure that the data we require for our proprietary data sets will be available from these sources in the future or that the cost of such data will not increase. The United States federal government and various state governments have adopted or proposed limitations on the collection, distribution, storage and use of personal information. Several foreign jurisdictions in which we do business, including the European Union, the United Kingdom, Canada and Argentina, among others, have adopted legislation (including directives or regulations) that is more rigorous governing data collection and storage than in the United States.

On June 28, 2018, the State of California enacted the California Consumer Privacy Act of 2018, or CCPA, which took effect on January 1, 2020. The CCPA governs the collection, sale and use of California residents' personal information, and significantly impacts businesses' handling of personal information and privacy policies and procedures. The CCPA, as well as data privacy laws that have been adopted or proposed in over a dozen other states such as Virginia, Colorado, Connecticut, Texas and Utah, may limit our ability to use, process and store certain data, which may decrease adoption of our platforms and solutions, affect our relationships with service provider partners and our suppliers, increase our costs for compliance, and harm our business, financial condition, cash flows and results of operations. Specifically, the CCPA may subject us to regulatory fines by the State of California, individual claims, class actions, and increased commercial liabilities. In addition, the California Privacy Rights Act of 2020, or CPRA, was approved by California voters and became effective as of January 1, 2023. The CPRA, among other things, amended the CCPA by creating additional privacy rights for California consumers and additional obligations on businesses, which could subject us to additional compliance costs as well as potential fines, individual claims, class actions and commercial liabilities. The CPRA also extended the CCPA's scope to include employees' and business contacts' personal information, which may increase our compliance costs, legal costs and other costs of doing business.

European data protection laws, including the General Data Protection Regulation, or GDPR, generally restrict the transfer of personal data from Europe, including the European Economic Area, or EEA, UK and Switzerland, to the United States and most other countries unless the parties to the transfer have implemented specific safeguards to protect the transferred personal data. On July 16, 2020, the Court of Justice of the European Union, or CJEU, invalidated the EU-U.S. Privacy Shield framework, a program for transferring personal data from the EEA to the United States. The ruling also raised questions about whether one of the primary alternatives to the EU-U.S. Privacy Shield, namely the European Commission's Standard Contractual Clauses, or SCCs, can lawfully be used for transfers from the EEA to the United States or most other countries. While the CJEU did not invalidate the use of SCCs as a valid mechanism for transferring personal data from the EEA to the United States, the CJEU required entities relying on SCCs to, among other things, verify on a case-by-case basis that the SCCs provide adequate protection of personal data under European Union, or EU, law by providing, where necessary, additional safeguards to those offered by the existing SCCs. For data transfers to the United States, these additional safeguards must be added to the SCCs in

order for entities to use SCCs as a valid data transfer mechanism. Furthermore, the CJEU and the European Data Protection Board advised European data protection authorities that they would need to closely examine the laws and practices of countries outside of the EEA where EEA personal data is transferred, with a particular focus on the United States, so data transfers to the United States from the EEA are subject to increasing regulatory scrutiny following the CJEU decision.

We have historically relied on both the EU-U.S. Privacy Shield and SCCs for transferring personal data from the EEA, and as a result of the CJEU ruling, we have transitioned our data transfers covered under the EU-U.S. Privacy Shield to be covered under SCCs. In June 2021, the European Commission adopted a new version of the SCCs, which we began using on September 27, 2021. Moreover, the UK data protection regulator developed new SCCs for transferring personal data from the UK that were finalized in March 2022, and we use the new UK SCCs with our current and future customers in the UK. In July 2023, the EU-U.S. Privacy Shield was replaced by the Data Privacy Framework, or DPF, and we have been automatically enrolled in this program given our existing EU-U.S. Privacy Shield enrollment. We are also enrolled in the UK Extension to the EU-U.S. DPF. Effective October 12, 2023, organizations participating in the UK Extension to the EU-U.S. DPF may receive personal data from the UK and Gibraltar in reliance on the UK Extension to the EU-U.S. DPF.

Our work adopting, implementing and complying with the changing legal landscape governing international data transfers slows down our contracting process and increases our legal and compliance costs (including an increase in exposure to substantial fines under EEA data protection laws, increasing requests from our customers for compliance-related product changes, as well as injunctions against processing or transferring personal data from the EEA), which could adversely affect our cash flows and financial condition. SCCs with additional safeguards and obligations put in place by EEA data protection authorities or customers may impose new restrictions on our business and could affect our operations in the EEA.

In September 2020, the Swiss Federal Data Protection and Information Commissioner, or FDPIC, determined that the Swiss-U.S. Privacy Shield Framework does not provide an adequate level of data protection for data transfers from Switzerland to the U.S. While the FDPIC does not have the authority to invalidate the Swiss-U.S. Privacy Shield, the FDPIC's announcement casts serious doubt on the viability of the Swiss-U.S. Privacy Shield as a valid mechanism for Swiss-U.S. data transfers. As a result of the FDPIC decision, we will need to transition any data transfers covered under the Swiss-U.S. Privacy Shield to be covered under SCCs or the Swiss-U.S. DPF once Switzerland adopts an adequacy decision. For data transfers from Switzerland, Alarm.com will continue to rely upon the SCCs adopted by the European Commission in August 2021 with any necessary modifications required by the regulatory authorities in Switzerland.

As a result of these ongoing changes, there will continue to be significant regulatory uncertainty surrounding the validity of data transfers from the EEA, UK and Switzerland to the United States. The inability to import personal data from the EEA, UK or Switzerland may require us to increase our data processing capabilities in those jurisdictions at significant expense. Various other non-EU jurisdictions may also choose to impose data localization laws limiting the transfer of personal data out of their respective jurisdictions, or our EEA, UK or Swiss service provider partners may require similar contractual restrictions regarding data localization. Such laws or contractual restrictions may increase our costs for compliance, and harm our business, financial condition, cash flows and results of operations.

The EU's General Data Protection Regulation, or GDPR, went into effect on May 25, 2018. Prior to May 25, 2018, we updated our existing privacy and data security measures to comply with GDPR. As guidance on compliance with GDPR from the EU data protection authorities evolves over time, our privacy or data security measures may be deemed or perceived to be in noncompliance with current or future laws and regulations, which may subject us to litigation, regulatory investigations or other liabilities and could limit the products and services we can offer in certain jurisdictions. Further, in the event of a breach of personal information that we hold, we may be subject to governmental fines, individual claims, remediation expenses and/or harm to our reputation. Moreover, if future laws, regulations, or court rulings, such as the CJEU's decision invalidating the EU-U.S. Privacy Shield, limit our ability to use and share this data or our ability to store, process and share data over the Internet, demand for our platforms and solutions could decrease, our costs could increase, and our business, financial condition, cash flows and results of operations could be harmed.

In Canada, data privacy laws have been subject to recent amendments that have introduced stricter compliance requirements and increased potential sanctions. The Province of Quebec enacted extensive amendments to its private-sector data privacy laws in 2021, which will become fully in force as of September 2024. Key changes include mandatory breach reporting, elevated consent and transparency requirements, the introduction of individual privacy rights such as privacy by default, data portability and the right to be forgotten, privacy impact assessments, and substantial monetary penalties for non-compliance. These changes to Quebec's data privacy laws may have similar impacts on our business as the CCPA and other privacy law reforms in other jurisdictions.

Furthermore, Brazil's comprehensive privacy law, the General Data Protection Law, or LGPD, took effect on September 18, 2020 and federal regulatory enforcement began on August 1, 2021. However, private and state-level enforcement of the law began in September 2020. The LGPD creates a new legal framework for the use, processing and storage of Brazilians' personal data, and it adds significant privacy and security obligations for companies processing personal data in Brazil. The LGPD may limit our and our service providers' ability to use, process and store certain data, which may decrease adoption of our platforms and solutions, affect our relationships with our service provider partners and suppliers, increase our costs for compliance, and

harm our business, financial condition, cash flows and results of operations. In addition, the LGPD may subject us to regulatory fines by the Brazilian Data Protection Authority and increased commercial liabilities.

Since April 2018 we have offered a solution for certain service provider partners who may be subject to the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations, or HIPAA, which regulates the use and disclosure of Protected Health Information, or PHI. As a result, we are subject to HIPAA when PHI is accessed, created, maintained or transmitted through our solution by these service provider partners. We have implemented additional privacy and security policies and procedures, as well as administrative, physical and technical safeguards to enable our solution to be HIPAA-compliant. Additionally, HIPAA compliance has required us to put in place certain agreements with contracting partners and to appoint a Privacy Officer and Security Officer. If our privacy and security policies or other safeguards for PHI are deemed to be in noncompliance by the United States Department of Health and Human Services, or HHS, we may be subject to litigation, regulatory investigations or other liabilities. In the event of a breach of PHI that we hold, we may be subject to governmental fines, individual claims under state privacy laws governing personal health information, remediation expenses and/or harm to our reputation. The use of health-related data is coming under increasing regulatory scrutiny in other ways. Several U.S. states, such as Washington, Nevada, and Connecticut, have passed health privacy laws, which may increase the risk of regulatory actions or consumer class actions being brought against Alarm.com. These laws may also increase our costs of doing business as well as legal costs, and slow down our contracting process. Moreover, the FTC has brought a series of regulatory enforcement actions relating to companies' use of health-related data, which may increase our regulatory risk. Furthermore, if future changes to HIPAA or state privacy laws governing PHI expand the definition of PHI or put more restrictions on our ability to use, process and store PHI, then HIPAA compliance for our solutions as currently constituted may be costly both financially and in terms of administrative resources. Ongoing compliance efforts may take substantial time and require the assistance of external resources, such as attorneys, information technology, and/or other consultants and advisors.

Laws and regulations relating to the use of certain video data for training and analytics purposes continue to change. Specifically, the use of facial images and other biometric data in the training of video models has been subject to increased scrutiny and in some cases regulatory review. The FTC as well as certain states and individuals have brought legal actions against companies regarding the collection and use of facial and biometric information for product development and other purposes. We account for these laws and regulations in our product development cycle, which may impact the scope and timing of the products we make available.

***Use of artificial intelligence in our operations and product offerings could result in reputational or competitive harm, legal or regulatory liability and adverse impacts on our results of operations.***

We have incorporated, and expect to continue to incorporate in the future, artificial intelligence, or AI, solutions into our operations and product offerings, and the use of AI involves various risks and challenges that could adversely affect our business, financial condition or results of operations. We currently use AI to help improve our business management solutions for service provider partners and advance our data analytics engine. For example, we leverage large language models for the Gopher Info feature of our service provider solutions, an AI-powered chat bot assistant for technicians and service providers designed to improve service provider efficiency and operations. The development and deployment of AI systems involve inherent technical complexities and uncertainties, and our AI systems may encounter unexpected technical difficulties, limitations or errors, including inaccuracies in data processing or flawed algorithms, which could compromise the reliability and effectiveness of our products and services based on AI. In addition, our competitors or other third parties may incorporate AI into their products more quickly or more successfully than us, which could impair our ability to compete effectively.

The use of AI applications, including large language models, has resulted in, and may in the future result in, cybersecurity incidents that implicate the personal data of end users of such applications. Any such cybersecurity incidents related to our use of AI applications could adversely affect our reputation and results of operations. AI also presents emerging ethical issues, and if our use of AI becomes controversial, we may experience brand or reputational harm, competitive harm, regulatory scrutiny or legal liability.

The introduction of AI technologies into our products and services may result in new or enhanced governmental or regulatory scrutiny, litigation, confidentiality or security risks or other complications that could adversely affect our business, reputation or financial results. The regulatory landscape governing AI technologies is evolving rapidly, and changes in laws, regulations or enforcement practices may impose new compliance requirements, restrict certain AI applications or increase our regulatory obligations, which could negatively impact our business and results of operations.

***We rely on the performance of our senior management and highly skilled personnel, and if we are unable to attract, retain and motivate well-qualified employees, our business and results of operations could be harmed.***

We believe our success has depended, and continues to depend, on the efforts and talents of senior management and key personnel, including Stephen Trundle, our Chief Executive Officer, and our senior information technology managers. Our future success depends on our continuing ability to attract, develop, motivate and retain highly qualified and skilled employees. Qualified individuals are in high demand, and we may incur significant costs to attract them. In addition, the loss of any of our senior management or key personnel could interrupt our ability to execute our business plan, as such individuals may be difficult to replace. If we do not succeed in attracting well-qualified employees or retaining and motivating existing employees, our

business and results of operations could be harmed.

***We provide minimum service level commitments to certain of our service provider partners, and our failure to meet them could cause us to issue credits for future services or pay penalties, which could harm our results of operations.***

Certain of our service provider partner agreements currently, and may in the future, provide minimum service level commitments regarding items such as uptime, functionality or performance. If we are unable to meet the stated service level commitments for these service provider partners or suffer extended periods of service unavailability, we are or may be contractually obligated to provide these service provider partners with credits for future services, provide services at no cost or pay other penalties, which could adversely impact our revenue. We have incurred such penalties in the past, which have reduced our revenue. We do not currently have any reserves on our balance sheet for these commitments.

***We have indemnity obligations to certain of our service provider partners for certain expenses and liabilities, which could force us to incur substantial costs.***

We have indemnity obligations to certain of our service provider partners for certain claims regarding our platforms and solutions, including security breach, product recall, epidemic failure, and product liability claims. As a result, in the case of any such claims against these service provider partners, we could be required to indemnify them for losses resulting from such claims or to refund amounts they have paid to us. We expect that some of our service provider partners may seek indemnification from us in the event that such claims are brought against them. In addition, we may elect to indemnify service provider partners where we have no contractual obligation to do so and we will evaluate each such request on a case-by-case basis. If a service provider partner elects to invest resources in enforcing a claim for indemnification against us, we could incur significant costs disputing it. If we do not succeed in disputing it, we could face substantial liability. See "We have indemnity obligations to certain of our service provider partners for certain expenses and liabilities resulting from intellectual property infringement claims regarding our platforms and solutions, which could force us to incur substantial costs" below for details on indemnity obligations resulting from intellectual property.

***The incurrence or issuance of debt may impact our financial position and subject us to additional financial and operating restrictions.***

On January 20, 2021, we issued \$500.0 million aggregate principal amount of 0% convertible senior notes due January 15, 2026 in a private placement to qualified institutional buyers, or the 2026 Notes. We received proceeds from the issuance of the 2026 Notes of \$484.3 million, net of \$15.7 million of transaction fees and other debt issuance costs. We used some of the proceeds to repay the \$110.0 million outstanding principal balance under our credit facility and also used some of the proceeds to pay accrued interest, fees and expenses related to our credit facility, which was terminated effective January 20, 2021. On May 31, 2024, we issued \$500.0 million aggregate principal amount of 2.25% convertible senior notes due June 1, 2029 in a private placement to qualified institutional buyers, or the 2029 Notes. We received proceeds from the issuance of the 2029 Notes of \$485.2 million, net of \$14.8 million of transaction fees and other debt issuance costs. We used \$63.1 million of the net proceeds from the 2029 Notes to pay the cost of the capped call transactions and used \$75.0 million to repurchase 1,117,068 shares of our common stock concurrently with the pricing of the 2029 Notes, which was separately authorized by our board of directors. We currently intend to use the remaining net proceeds from the issuance of the 2026 Notes and 2029 Notes for general corporate purposes, which may include acquisitions or strategic investments in complementary businesses or technologies, other repurchases of our common stock, repurchases of our 2026 Notes and for working capital, operating expenses and capital expenditures. We may invest a portion of the proceeds in a portfolio of securities and other investments and although we plan to follow an established investment policy and seek to minimize the credit risk associated with investments by limiting exposure to any one issuer depending on credit quality, we cannot give assurances that the assets in our investment portfolio will not lose value, become impaired or suffer from illiquidity.

Our overall leverage and certain obligations contained in the related documentation could adversely affect our financial health and business and future operations by, among other things:

- making it more difficult to satisfy our obligations, including under the terms of the 2026 Notes and 2029 Notes;
- limiting our ability to refinance our debt on terms acceptable to us or at all;
- limiting our flexibility to plan for and adjust to changing business and market conditions and increasing our vulnerability to general adverse economic and industry conditions;
- limiting our ability to use our available cash flow to fund future acquisitions, working capital, business activities, and other general corporate requirements; and
- limiting our ability to obtain additional financing for working capital, to fund growth or for general corporate purposes, even when necessary to maintain adequate liquidity.



Any of the foregoing could have a material adverse effect on our business, financial condition, cash flows or results of operations.

***We may not be able to secure additional financing on favorable terms, or at all, to meet our future capital needs.***

In the future, we may require additional capital to respond to business opportunities, challenges, acquisitions or unforeseen circumstances and may determine to engage in equity or debt financings or enter into credit facilities for other reasons. For example, on January 20, 2021, we issued the 2026 Notes and on May 31, 2024, we issued the 2029 Notes. We received proceeds from the issuance of the 2026 Notes of \$484.3 million, net of \$15.7 million of transaction fees and other debt issuance costs. We received proceeds from the issuance of the 2029 Notes of \$485.2 million, net of \$14.8 million of transaction fees and other debt issuance costs. We may require additional capital to respond to the significant uncertainty arising from the Macroeconomic Conditions and we may not be able to timely secure additional debt or equity financing on favorable terms or at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us, when we require it, our ability to continue to grow or support our business and to respond to business challenges could be limited. Any debt financing obtained by us in the future could involve restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. If we raise additional funds through further issuances of equity, convertible debt securities or other securities convertible into equity, our existing stockholders could suffer significant dilution in their percentage ownership of our company, and any new equity securities we issue could have rights, preferences and privileges senior to those of holders of our common stock. If we are unable to obtain adequate financing or financing on terms satisfactory to us, when we require it, our ability to continue to grow or support our business and to respond to business challenges could be limited. See "Risks Related to our Outstanding Convertible Senior Notes" below for further details on risks related to the 2026 Notes and 2029 Notes.

***Goodwill and other identifiable intangible assets represent a significant portion of our total assets, and we may never realize the full value of our intangible assets.***

As of September 30, 2024, we had \$220.7 million of goodwill and identifiable intangible assets. Goodwill and other identifiable intangible assets are recorded at fair value on the date of acquisition. We review such assets for impairment at least annually. Impairment may result from, among other things, deterioration in performance, adverse market conditions, including adverse market conditions arising from the Macroeconomic Conditions, adverse changes in applicable laws or regulations, including changes that restrict the activities of or affect the solutions we offer, challenges to the validity of certain registered intellectual property, reduced sales of certain products or services incorporating registered intellectual property, increased attrition and a variety of other factors. The amount of any quantified impairment must be expensed immediately as a charge to results of operations. Depending on future circumstances, it is possible that we may never realize the full value of our intangible assets. Any future determination of impairment of goodwill or other identifiable intangible assets could have a material adverse effect on our financial position and results of operations.

***Comprehensive tax reform bills could adversely affect our business and financial condition.***

Legislative changes in the U.S. and other countries could increase our tax liability and adversely affect our after-tax profitability. For example, in August 2022, the Inflation Reduction Act of 2022 was enacted in the United States which, among other provisions, includes a minimum 15.0% tax on companies that have a three-year average annual adjusted financial statement income of more than \$1.0 billion and a 1.0% excise tax on the value of net corporate stock repurchases. Both provisions became effective on January 1, 2023. Current economic and political considerations make additional tax rules in the United States and other applicable jurisdictions subject to significant change, and changes in applicable tax laws and regulations, or their interpretation and application, including the possibility of retroactive effect, could affect our income tax expense and profitability.

In addition, there is a continued interest within the European Union, Canada and other jurisdictions to apply new taxes on companies participating in the digital economy. Such tax rule changes could materially and adversely affect our cash flows, deferred tax assets and financial results.

***We may be subject to additional tax liabilities, which would harm our results of operations.***

We are subject to income, sales, use, value added and other taxes in the United States and other countries in which we conduct business, which laws and rates vary greatly by jurisdiction. Certain jurisdictions in which we do not collect sales, use, value added or other taxes on our sales may assert that such taxes are applicable, which could result in tax assessments, penalties and interest, and we may be required to collect and remit such taxes in the future. Additionally, longstanding international tax norms that determine each country's jurisdiction to tax cross-border international trade are subject to potential evolution. An outgrowth of the original Base Erosion and Profit Shifting project is a project undertaken by the more than 130 member countries of the expanded Organization for Economic Cooperation and Development, or OECD, Inclusive Framework focused on "Addressing the Challenges of the Digitalization of the Economy." Furthermore, the OECD, announced a consensus around further changes in traditional international tax principles to address, among other things, perceived challenges presented by global digital commerce, or Pillar One, and the perceived need for a minimum global effective tax rate of 15%, or Pillar Two. On December 20, 2021, the OECD released Pillar Two Model Rules defining the global minimum tax rate of 15% on companies with revenues of at least 750.0 million Euros, which would go into effect in 2024, subject to certain transition rules. While it is uncertain whether the U.S. will enact legislation to adopt the minimum tax directive, certain countries in which we operate have adopted such legislation, and other countries are in the process of introducing legislation to implement the minimum tax directive. Under a transitional safe harbor released on July 17, 2023, the undertaxed profits rule top-up tax will be zero for each year of the transition period if that jurisdiction has a corporate tax rate of at least 20%. This undertaxed profits safe harbor transition rule will apply to us through our year ending December 31, 2025.

While we do not currently expect the Pillar Two minimum tax directive to have a material impact on our effective tax rate or operations, our analysis is ongoing as the OECD (and many countries) continue to release additional guidance and implement legislation. To the extent additional changes take place in the countries in which we operate, it is possible that these legislative changes and efforts may increase uncertainty and have an adverse impact on our effective tax rates or operations. We will continue to monitor and evaluate new legislation and guidance, which could change our current assessment.

Significant judgment is required in determining our worldwide provision for income taxes. These determinations are highly complex and require detailed analysis of the available information and applicable statutes and regulatory materials. In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. Although we believe our tax estimates are reasonable, the final determination of tax audits and any related litigation could be different from our historical tax practices, provisions and accruals. If we receive an adverse ruling as a result of an audit, or we unilaterally determine that we have misinterpreted provisions of the tax regulations to which we are subject, our tax provision, results of operations or cash flows could be harmed. In addition, liabilities associated with taxes are often subject to an extended or indefinite statute of limitations period. Therefore, we may be subject to additional tax liability (including penalties and interest) for a particular year for extended periods of time.

***If the U.S. insurance industry were to change its practice of providing incentives to homeowners for the use of alarm monitoring services, we could experience a reduction in new subscriber growth or an increase in our subscriber attrition rate.***

It has been common practice in the U.S. insurance industry to provide a reduction in rates for policies written on residences that have monitored alarm systems. There can be no assurance that insurance companies will continue to offer these rate reductions. If these incentives were reduced or eliminated, new homeowners who otherwise may not feel the need for alarm monitoring services would be removed from our potential subscriber pool, which could hinder the growth of our business, and existing subscribers may choose to disconnect or not renew their service contracts, which could increase our attrition rates. In either case, our results of operations and growth prospects could be adversely affected.

***Failure to comply with laws and regulations could harm our business.***

We conduct our business in the United States and in various other countries. We are subject to regulation by various federal, state, local and foreign governmental agencies, including, but not limited to, agencies and regulatory bodies or authorities responsible for monitoring and enforcing product safety and consumer protection laws, data privacy and security laws and regulations, employment and labor laws, workplace safety laws and regulations, environmental laws and regulations, antitrust laws, federal securities laws and tax laws and regulations.

We are subject to the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.S. Travel Act, and possibly other anti-bribery laws, including those that comply with the Organization for Economic Cooperation and Development, or OECD, Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and other international conventions. Anti-corruption laws are interpreted broadly and prohibit our company from authorizing, offering, or providing directly or indirectly improper payments or benefits to recipients in the public or private-sector. Certain laws also prohibit us from soliciting or accepting bribes or kickbacks. Our company has direct government interactions and in several cases uses third-party representatives, including dealers, for regulatory compliance, sales and other purposes in a variety of countries. These factors increase our anti-corruption risk profile. We can be held liable for the corrupt activities of our employees, representatives, contractors, partners and agents, even if we did not explicitly authorize such activity. Although we have implemented policies and procedures designed to ensure compliance with anti-

corruption laws, there can be no assurance that all of our employees, representatives, contractors, partners, and agents will comply with these laws and policies.

Our global operations require us to import from and export to several countries, which geographically stretches our compliance obligations. We are also subject to anti-money laundering laws such as the USA PATRIOT Act and may be subject to similar laws in other jurisdictions. Our platforms and solutions are subject to export control and import laws and regulations, including the U.S. Export Administration Regulations, U.S. Customs regulations, and various economic and trade sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Controls. Exports of our platforms and solutions must be made in compliance with these laws and regulations. We may also be subject to import/export laws and regulations in other jurisdictions in which we conduct business. If we fail to comply with these laws and regulations, we and certain of our employees could be subject to substantial civil or criminal penalties, including the possible loss of export or import privileges; fines, which may be imposed on us and responsible employees or managers; and, in extreme cases, the incarceration of responsible employees or managers. In addition, if our service provider partners fail to obtain appropriate import, export or re-export licenses or authorizations, we may also be adversely affected through reputational harm and penalties. Obtaining the necessary authorizations, including any required license, for a particular sale may be time-consuming, is not guaranteed and may result in the delay or loss of sales opportunities. In addition, changes in our platforms or solutions or changes in applicable export or import laws and regulations may create delays in the introduction and sale of our platforms and solutions in international markets, prevent our service provider partners with international operations from deploying our platforms and solutions or, in some cases, prevent the export or import of our platforms and solutions to certain countries, governments or persons altogether. Any change in export or import laws and regulations, shift in the enforcement or scope of existing laws and regulations, or change in the countries, governments, persons or technologies targeted by such laws and regulations, could also result in decreased use of our platforms and solutions, or in our decreased ability to export or sell our platforms and solutions to existing or potential service provider partners with international operations. Any decreased use of our platforms and solutions or limitation on our ability to export or sell our platforms and solutions would likely adversely affect our business, financial condition, cash flows and results of operations.

In addition, our software contains encryption technologies, certain types of which are subject to U.S. and foreign export control regulations and, in some foreign countries, restrictions on importation and/or use. Any failure on our part to comply with encryption or other applicable export control requirements could result in financial penalties or other sanctions under the U.S. export regulations, including restrictions on future export activities, which could harm our business and operating results. Regulatory restrictions could impair our access to technologies needed to improve our platforms and solutions and may also limit or reduce the demand for our platforms and solutions outside of the United States.

Furthermore, U.S. export control laws and economic sanctions programs prohibit the shipment of certain products and services to countries, governments and persons that are subject to U.S. economic embargoes and trade sanctions. Even though we take precautions to prevent our platforms and solutions from being shipped or provided to U.S. sanctions targets, our platforms and solutions could be shipped to those targets or provided by third-parties despite such precautions. Any such shipment could have negative consequences, including government investigations, penalties and reputational harm. Furthermore, any new embargo or sanctions program, or any change in the countries, governments, persons or activities targeted by such programs, could result in decreased use of our platforms and solutions, or in our decreased ability to export or sell our platforms and solutions to existing or potential service provider partners, which would likely adversely affect our business, financial condition, cash flows and results of operations.

Changes in laws that apply to us could result in increased regulatory requirements and compliance costs which could harm our business, financial condition, cash flows and results of operations. For example, the SEC has proposed expansive rules requiring public companies to disclose information about the material impact of climate on their businesses, as well as information about companies' governance, risk management and strategy related to climate risk. In certain jurisdictions, regulatory requirements may be more stringent than in the United States. Noncompliance with applicable regulations or requirements could subject us to whistleblower complaints, investigations, sanctions, settlements, mandatory product recalls, enforcement actions, disgorgement of profits, fines, damages, civil and criminal penalties or injunctions, suspension or debarment from contracting with certain governments or other customers, the loss of export privileges, multi-jurisdictional liability, reputational harm, and other collateral consequences. If any governmental or other sanctions are imposed, or if we do not prevail in any possible civil or criminal litigation, our business, financial condition, cash flows and results of operations could be materially harmed. In addition, responding to any action will likely result in a materially significant diversion of management's attention and resources and an increase in defense costs and other professional fees. Enforcement actions and sanctions could further harm our business, financial condition, cash flows and results of operations.

***We face many risks associated with our international business operations and our plans to expand internationally, which could harm our business, financial condition, cash flows and results of operations.***

We anticipate our efforts to operate and continue to expand our business internationally will entail additional costs and risks as we establish our international offerings and develop relationships with service provider partners to market, sell, install, and support our platforms, solutions and brand in other countries. Revenue in countries outside of North America accounted for 5% and 4% of our total revenue for the nine months ended September 30, 2024 and 2023, respectively. We have limited experience in selling our platforms and solutions in international markets outside of North America or in conforming to the local cultures,

standards, or policies necessary to successfully compete in those markets, and we may be required to invest significant resources in order to do so. We may not succeed in these efforts or achieve our consumer acquisition, service provider expansion or other goals. In some international markets, consumer preferences and buying behaviors may be different, and we may use business or pricing models that are different from our traditional model to provide our platforms and solutions to consumers in those markets or we may be unsuccessful in implementing the appropriate business model. Our revenue from new foreign markets may not exceed the costs of establishing, marketing, and maintaining our international offerings. In addition, current global instability could have many adverse consequences on our international expansion. These could include sovereign default, liquidity and capital pressures on financial institutions in other parts of the world including the eurozone, reducing the availability of credit and increasing the risk of financial sector failures and the risk of one or more eurozone member states leaving the euro, resulting in the possibility of capital and exchange controls and uncertainty about the impact of contracts and currency exchange rates.

In addition, conducting expanded international operations subjects us to additional risks that we do not generally face in our North American markets. These risks include:

- localization of our solutions, including the addition of foreign languages and adaptation to new local practices, as well as certification, registration and other regulatory requirements;
- lack of experience in other geographic markets;
- strong local competitors;
- the cost and burden of complying with, lack of familiarity with, and unexpected changes in, foreign legal and regulatory requirements, including the development of policies and procedures for different countries when requirements under privacy regulations in such countries may conflict or be inconsistent with one another;
- difficulties in managing and staffing international operations;
- increased costs due to new or potential tariffs, penalties, trade restrictions and other trade barriers, which may increase our cost of hardware revenue and reduce our hardware revenue margins in the future;
- fluctuations in currency exchange rates or restrictions on foreign currency;
- potentially adverse tax consequences, including the complexities of transfer pricing, value added or other tax systems, double taxation and restrictions and/or taxes on the repatriation of earnings;
- dependence on third parties, including commercial partners with whom we do not have extensive experience;
- increased financial accounting and reporting burdens and complexities;
- political, social, and economic instability, such as the ongoing military conflict between Russia and Ukraine and the conflict between Israel and regional adversaries, terrorist attacks, and security concerns in general; and
- reduced or varied protection for intellectual property rights in some countries.

Operating in international markets also requires significant management attention and financial resources. The investment and additional resources required to establish operations and manage growth in other countries may not produce desired levels of revenue or profitability.

Our software contains encryption technologies, certain types of which are subject to U.S. and foreign export control regulations and, in some foreign countries, restrictions on importation and/or use. Any failure on our part to comply with encryption or other applicable export control requirements could result in financial penalties or other sanctions under the U.S. export regulations, including restrictions on future export activities, which could harm our business and operating results. Regulatory restrictions could impair our access to technologies needed to improve our platforms and solutions and may also limit or reduce the demand for our platforms and solutions outside of the United States.

***Enhanced United States tax, tariff, import/export restrictions, or other trade barriers may have an adverse impact on global economic conditions, financial markets and our business.***

There is currently significant uncertainty about the future relationship between the United States and various other countries, including China, the European Union, Canada, and Mexico, with respect to trade policies, treaties, tariffs and customs duties, and taxes. Since 2019, the U.S. government has implemented significant changes to U.S. trade policy with respect to China. Tariffs have subjected certain Alarm.com products manufactured overseas to additional import duties of up to 25%. The amount of the import tariff and the number of products subject to tariffs have changed numerous times based on action by the U.S. government. We are addressing the risks related to these imposed and announced tariffs, which have affected, or have the

potential to affect, at least some of our imports from China.

Less than one-third of the hardware products that we sell to our customers are imported from China and could be subject to increased tariffs. Other Alarm.com hardware products that are not manufactured in China may contain subcomponents made in China that could also be subject to increased tariffs. While the additional import duties have resulted in an increase to our cost of hardware revenue, these import duties had a modest impact on hardware revenue margins. If tariffs, trade restrictions, or trade barriers are expanded or interpreted by a court or governmental agency to apply to more of our products, then our exposure to future taxes and duties on such imported products and components could be significant and could have a material effect on our financial results. If our products are deemed to be subject to additional duties and taxes as determined by a court or governmental agency, we may suffer additional hardware revenue margin erosion or be required to raise our prices on certain imported products. There can be no assurance that we will not experience a disruption in our business or harm to our financial condition related to these or other changes in trade practices, and any changes to our operations or our sourcing strategy in order to mitigate any such tariff costs could be complicated, time-consuming, and costly. Furthermore, our business may be adversely affected by retaliatory trade measures taken by China and other countries, which could materially harm our business, financial condition and results of operations. Trade barriers, or the perception that any of them could be imposed, may have a negative effect on global economic conditions and the stability of global financial markets, and may significantly reduce global trade and, in particular, trade between these nations and the United States. Any of these factors could have a material adverse effect on our business, financial condition and results of operations.

On June 17, 2021, the U.S. Federal Communications Commission, or the FCC, adopted a proposed rule that would effectively ban in the United States all communications equipment provided by entities identified on a "Covered List" that it maintains pursuant to the Secure and Trusted Communications Networks Act of 2019. The Covered List currently consists of video surveillance and telecommunications equipment produced by five Chinese electronics companies, including one of our suppliers. Although the proposed rule does not include language regarding retroactive application of the proposed ban, the FCC has asked for comment on whether and under what circumstances it should revoke existing authorizations of communications equipment from companies on the Covered List. On November 11, 2021, President Biden signed into law the Secure Equipment Act of 2021 which requires the FCC to adopt rules clarifying that it will no longer review or approve any authorization application for equipment that poses an unacceptable risk to national security. On November 25, 2022, the FCC implemented this directive and adopted rules that prohibit future authorizations of equipment identified on the Covered List. Although the rules apply to future authorizations of equipment, the FCC also adopted a Further Notice of Proposed Rulemaking seeking comment on future action related to existing authorizations. If the FCC adopts rules that apply retroactively to products already sold, this would likely adversely affect our business, financial condition, cash flows and results of operations.

***Our financial results may be adversely affected by changes in accounting principles applicable to us.***

Our accounting policies are critical to the manner in which we present our results of operations and financial condition. Many of these policies are highly complex and involve many assumptions, estimates and judgments. A change in accounting standards or practices, in particular with respect to revenue recognition, could harm our operating results and may even affect our reporting of transactions completed before the change is effective. GAAP rules are subject to interpretation by the Financial Accounting Standards Board, or FASB, the SEC and other various bodies formed to promulgate and interpret appropriate accounting principles. See Note 2 to our condensed consolidated financial statements for new accounting pronouncements. Implementation of new accounting standards could have a significant effect on our financial results, and any difficulties in implementing these pronouncements could cause us to fail to meet our financial reporting obligations, which could result in regulatory discipline and harm investors' confidence in us.

***Our accounting is becoming more complex, and relies upon estimates or judgments relating to our critical accounting policies. If our accounting is erroneous or based on assumptions that change or prove to be incorrect, our operating results could fall below the expectations of securities analysts and investors, resulting in a decline in our stock price.***

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes, and also to comply with many complex requirements and standards. Because of the use of estimates inherent in the financial reporting process, actual results could differ from those estimates and any such differences may be material. We devote substantial resources to compliance with accounting requirements and we base our estimates on our best judgment, historical experience, information derived from third parties, and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets, liabilities, equity, revenue and expenses that are not readily apparent from other sources. However, various factors are causing our accounting to become complex. Ongoing evolution of our business, and the Macroeconomic Conditions and resulting uncertainty have, and any future acquisitions may, compound these complexities. Our operating results may be adversely affected if we make accounting errors or our judgments prove to be wrong, assumptions change or actual circumstances differ from those in our assumptions, which could cause our operating results to fall below the expectations of securities analysts and investors or guidance we may have provided, resulting in a decline in our stock price and potential legal claims. Significant judgments, assumptions and estimates used in preparing our consolidated financial statements include those related to revenue recognition, stock-based compensation, business combinations, and income taxes.

## Risks Related to Our Intellectual Property

***If we fail to protect our intellectual property and proprietary rights adequately, our business could be harmed.***

We believe our proprietary technology is essential to establishing and maintaining our leadership position. We seek to protect our intellectual property through trade secrets, copyrights, confidentiality, non-compete and nondisclosure agreements, patents, trademarks, domain names and other measures, some of which afford only limited protection. We also rely on patent, trademark, trade secret and copyright laws to protect our intellectual property. Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy aspects of our technology or to obtain and use information that we regard as proprietary. Our means of protecting our proprietary rights may not be adequate or our competitors may independently develop similar or superior technology, or design around our intellectual property. In addition, the laws of some foreign countries do not protect our proprietary rights to as great an extent as the laws of the United States. Intellectual property protections may also be unavailable, limited or difficult to enforce in some countries, which could make it easier for competitors to capture market share. Our failure or inability to adequately protect our intellectual property and proprietary rights could harm our business, financial condition, cash flows and results of operations.

To prevent substantial unauthorized use of our intellectual property rights, it may be necessary to prosecute actions for infringement and/or misappropriation of our proprietary rights against third parties. See the section of this Quarterly Report titled "Legal Proceedings" for additional information on related intellectual property litigation matters. Any such action could result in significant costs and diversion of our resources and management's attention, and we cannot assure you that we will be successful in such action. Furthermore, many of our current and potential competitors have the ability to dedicate substantially greater resources to enforce their intellectual property rights than we do. Accordingly, despite our efforts, we may not be able to prevent third parties from infringing upon or misappropriating our intellectual property.

***Assertions by third parties that we are infringing their intellectual property subject us to costly and time-consuming litigation or expensive licenses that could harm our business and results of operations.***

The industries in which we compete are characterized by the existence of a large number of patents, copyrights, trademarks and trade secrets, and by frequent litigation based on allegations of infringement or other violations of intellectual property rights. We have been involved with patent litigation suits in the past and we may be involved with and subject to similar litigation in the future to defend our intellectual property position. For example, on January 10, 2022, EcoFactor filed a lawsuit against us in U.S. District Court, District of Oregon, alleging Alarm.com's products and services directly and indirectly infringe five U.S. patents owned by EcoFactor. EcoFactor is seeking permanent injunctions, enhanced damages and attorneys' fees. See the section of this Quarterly Report titled "Legal Proceedings" for additional information on this matter. Should EcoFactor prevail in either of its district court lawsuits we could be required to pay damages in the amount of EcoFactor's lost profits and/or a reasonable royalty for sales of our solution, we could be enjoined from making, using and selling our solution if a license or other right to continue selling such elements is not made available to us or we are unable to design around such patents, and we could be required to pay ongoing royalties and comply with unfavorable terms if such a license is made available to us. While we believe we have valid defenses to EcoFactor's claims, any of these outcomes could result in a material adverse effect on our business.

On July 22, 2021, Causam filed a lawsuit against us in U.S. District Court, Western District of Texas, alleging that Alarm.com's smart thermostats infringe four U.S. patents owned by Causam. Causam is seeking preliminary and permanent injunctions, enhanced damages and attorneys' fees. On July 28, 2021, Causam filed a complaint with the ITC alleging infringement of the same four patents. Causam is seeking a permanent limited exclusion order and permanent cease and desist order. See the section of this Quarterly Report titled "Legal Proceedings" for additional information on each of these matters. Should Causam prevail in its district court lawsuit we could be required to pay damages and/or a reasonable royalty for sales of our solution, we could be enjoined from making, using and selling our solution if a license or other right to continue selling such elements is not made available to us, and we could be required to pay ongoing royalties and comply with unfavorable terms if such a license is made available to us. While we believe we have valid defenses to Causam's claims, the outcome of these legal claims cannot be predicted with certainty, and any of these outcomes could result in an adverse effect on our business.

Even if we were to prevail in any of these matters, ongoing litigation could continue to be costly and time-consuming, divert the attention of our management and key personnel from our business operations and dissuade potential customers from purchasing our solution, which would also materially harm our business. During the course of each of these litigation matters, we anticipate announcements of the results of hearings and motions, and other interim developments related to the litigation matters at hand. If securities analysts or investors regard these announcements as negative, the market price of our common stock may decline.

We might not prevail in any intellectual property infringement litigation given the complex technical issues and inherent uncertainties in such litigation and our service provider partner contracts may require us to indemnify them against certain liabilities they may incur as a result of our infringement or alleged infringement of any third-party intellectual property. Defending such claims, regardless of their merit, could be time-consuming and distracting to management, result in costly litigation or settlement, cause development delays or require us to enter into royalty or licensing agreements. In addition, we currently have a limited portfolio of issued patents compared to our larger competitors, and therefore may not be able to effectively utilize our intellectual property portfolio to assert defenses or counterclaims in response to patent infringement claims or litigation brought

against us by third parties. Further, litigation may involve patent holding companies or other adverse patent owners who have no relevant products or revenues and against which our potential patents provide no deterrence, and many other potential litigants have the capability to dedicate substantially greater resources to enforce their intellectual property rights and to defend claims that may be brought against them. Given our platforms and solutions integrate with many aspects of a property, the risk our platforms and solutions may be subject to these allegations is exacerbated. As we seek to extend our platforms and solutions, we could be constrained by the intellectual property rights of others. If our platforms and solutions exceed the scope of in-bound licenses or violate any third-party proprietary rights, we could be required to withdraw those solutions from the market, re-develop those solutions or seek to obtain licenses from third parties, which might not be available on reasonable terms or at all. Any efforts to re-develop our platforms and solutions, obtain licenses from third parties on favorable terms or license a substitute technology might not be successful and, in any case, might substantially increase our costs and harm our business, financial condition, cash flows and results of operations. If we were compelled to withdraw any of our platforms and solutions from the market, our business, financial condition, cash flows and results of operations could be harmed.

***We have indemnity obligations to certain of our service provider partners for certain expenses and liabilities resulting from intellectual property infringement claims regarding our platforms and solutions, which could force us to incur substantial costs.***

We have indemnity obligations to certain of our service provider partners for intellectual property infringement claims regarding our platforms and solutions. As a result, in the case of infringement claims against these service provider partners, we could be required to indemnify them for losses resulting from such claims or to refund amounts they have paid to us. We expect that some of our service provider partners may seek indemnification from us in connection with infringement claims brought against them. In addition, we may elect to indemnify service provider partners where we have no contractual obligation to indemnify them and we will evaluate each such request on a case-by-case basis. If a service provider partner elects to invest resources in enforcing a claim for indemnification against us, we could incur significant costs disputing it. If we do not succeed in disputing it, we could face substantial liability. See the section of this Quarterly Report titled "Legal Proceedings" for additional information regarding this matter and the other legal proceedings we are involved in.

***The use of open source software in our platforms and solutions may expose us to additional risks and harm our intellectual property.***

Some of our platforms and solutions use or incorporate software that is subject to one or more open source licenses and we may incorporate open source software in the future. Open source software is typically freely accessible, usable and modifiable. Certain open source software licenses require a user who intends to distribute the open source software as a component of the user's software to disclose publicly part or all of the source code to the user's software. In addition, certain open source software licenses require the user of such software to make any derivative works of the open source code available to others on potentially unfavorable terms to us or at no cost.

The terms of many open source licenses to which we are subject have not been interpreted by U.S. or foreign courts, and accordingly there is a risk that those licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to commercialize our platforms and solutions. In that event, we could be required to seek licenses from third parties in order to continue offering our platforms and solutions, to re-develop our platforms and solutions, to discontinue sales of our platforms and solutions or to release our proprietary software code under the terms of an open source license, any of which could harm our business. Further, given the nature of open source software, it may be more likely that third parties might assert copyright and other intellectual property infringement claims against us based on our use of these open source software programs. Litigation could be costly for us to defend, have a negative effect on our business, financial condition, cash flows and results of operations or require us to devote additional research and development resources to change our solutions.

Although we are not aware of any use of open source software in our platforms and solutions that would require us to disclose all or a portion of the source code underlying our core solutions, it is possible that such use may have inadvertently occurred in deploying our platforms and solutions. Additionally, if a third-party software provider has incorporated certain types of open source software into software we license from such third party for our platforms and solutions without our knowledge, we could, under certain circumstances, be required to disclose the source code to our platforms and solutions. This could harm our intellectual property position as well as our business, financial condition, cash flows and results of operations.

**Risks Related to Ownership of Our Common Stock**

***The market price of our common stock has been and will likely continue to be volatile.***

The market price of our common stock may be highly volatile and may fluctuate substantially as a result of a variety of factors, some of which are related in complex ways. The market price of our common stock may decline regardless of our operating performance, resulting in the potential for substantial losses for our stockholders, and may fluctuate significantly in response to numerous factors, many of which are beyond our control, including the factors listed below and other factors described in this "Risk Factors" section:

- actual or anticipated fluctuations in our financial condition and operating results;

- the financial projections we may provide to the public, any changes in these projections or our failure to meet these projections;
- failure of securities analysts to initiate or maintain coverage of our company, changes in financial estimates by any securities analysts who follow our company, or our failure to meet these estimates or the expectations of investors;
- ratings changes by any securities analysts who follow our company;
- variance in our financial performance from expectations of securities analysts;
- announcements by us or our competitors of significant business developments, technical innovations, acquisitions or new solutions;
- changes in the prices of our platforms and solutions;
- changes in our projected operating and financial results;
- changes in laws or regulations applicable to our platforms and solutions or marketing techniques, or our industry in general;
- our involvement in any litigation, including any lawsuits threatened or filed against us;
- repurchases of our common stock under the stock repurchase program authorized by our board of directors or our sale of our common stock or other securities in the future;
- changes in senior management or key personnel;
- trading volume of our common stock;
- changes in the anticipated future size and growth rate of our market; and
- general economic, regulatory and market conditions in the United States and abroad as well as the uncertainty resulting from the current Macroeconomic Conditions.

The stock markets have experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies. These fluctuations have often been unrelated or disproportionate to the operating performance of those companies. Broad market and industry fluctuations, as well as general economic, political, regulatory and market conditions, may negatively impact the market price of our common stock. In the past, companies that have experienced volatility in the market price of their securities have been subject to securities class action litigation. We may be the target of this type of litigation in the future, which could result in substantial costs and divert our management's attention.

***Sales of a substantial number of shares of our common stock in the public market could cause our market price to decline.***

Sales of a substantial number of shares of our common stock in the public market, or the perception that these sales might occur, could depress the market price of our common stock and could impair our ability to raise capital through the sale of additional equity securities. We are unable to predict the effect that sales, particularly sales by our directors, executive officers, and significant stockholders, may have on the prevailing market price of our common stock. Additionally, the shares of common stock subject to outstanding options under our equity incentive plans and the shares reserved for future issuance under our equity incentive plans, as well as shares issuable upon vesting of restricted stock awards, will become eligible for sale in the public market in the future, subject to certain legal and contractual limitations. Moreover, some holders of shares of our common stock have rights, subject to certain conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or our stockholders. We have also registered shares of common stock that we may issue under our employee equity incentive plans. Accordingly, these shares may be able to be sold freely in the public market upon issuance as permitted by any applicable vesting requirements. See "Conversion of the 2026 Notes and 2029 Notes may dilute the ownership interest of our stockholders or may otherwise depress the price of our common stock" below for further details on the risks related to the dilutive impact of the 2026 Notes and 2029 Notes.

***We are obligated to develop and maintain a system of effective internal control over financial reporting. These internal controls may be determined to be not effective, which may adversely affect investor confidence in our company and, as a result, the value of our common stock.***

We have been and are required, pursuant to Section 404 of the Sarbanes-Oxley Act, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting on an annual basis. This assessment



includes disclosure of any material weaknesses identified by our management in our internal control over financial reporting. During the evaluation and testing process, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to assert our internal controls are effective and would be required to disclose any material weaknesses identified in Management's Report on Internal Control over Financial Reporting. While we have established certain procedures and control over our financial reporting processes, we cannot assure you that these efforts will prevent restatements of our financial statements in the future.

Our independent registered public accounting firm is also required, pursuant to Section 404 of the Sarbanes-Oxley Act, to report on the effectiveness of our internal control over financial reporting. For future reporting periods, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our controls are documented, designed or operating. We may not be able to remediate any future material weaknesses, or to complete our evaluation, testing and any required remediation in a timely fashion.

If we are unable to conclude our internal control over financial reporting is effective, or if our independent registered public accounting firm is unable to express an opinion our internal control over financial reporting is effective, investors could lose confidence in the accuracy and completeness of our financial reports, which could cause the price of our common stock to decline, and we could be subject to sanctions or investigations by regulatory authorities, including the SEC and Nasdaq. Failure to remediate any material weakness in our internal control over financial reporting, or to maintain other effective control systems required of public companies, could also restrict our future access to the capital markets.

***If securities or industry analysts publish negative reports about our business, or cease coverage of our company, our share price and trading volume could decline.***

The trading market for our common stock depends, in part, on the research and reports that securities or industry analysts publish about us or our business. We do not have any control over these analysts. If our financial performance fails to meet analyst estimates or one or more of the analysts who cover us downgrade our shares or change their opinion of our shares, our share price would likely decline. If one or more of these analysts cease coverage of our company or fail to regularly publish reports on us, we could lose visibility in the financial markets, which could cause our share price or trading volume to decline.

***We do not intend to pay dividends for the foreseeable future and, as a result, your ability to achieve a return on your investment will depend on appreciation in the price of our common stock.***

We do not intend to pay any cash dividends in the foreseeable future. We anticipate that we will retain all of our future earnings for use in the development of our business and for general corporate purposes. Any determination to pay dividends in the future will be at the discretion of our board of directors and may be subject to any restrictions on paying dividends in any future indebtedness. Accordingly, investors must rely on sales of their common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investments.

***Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of us more difficult, limit attempts by our stockholders to replace or remove our current management and limit the market price of our common stock.***

Provisions in our amended and restated certificate of incorporation and bylaws may have the effect of delaying or preventing a change in control or changes in our management. Our amended and restated certificate of incorporation and amended and restated bylaws include provisions that:

- authorize our board of directors to issue preferred stock, without further stockholder action and with voting liquidation, dividend and other rights superior to our common stock;
- require that any action to be taken by our stockholders be effected at a duly called annual or special meeting and not by written consent, and limit the ability of our stockholders to call special meetings;
- establish an advance notice procedure for stockholder proposals to be brought before an annual meeting, including proposed nominations of persons for director nominees; and
- provide that vacancies on our board of directors may be filled only by the vote of a majority of directors then in office, even though less than a quorum.

These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which generally prohibits a Delaware corporation from engaging in any of a broad range of business combinations with any "interested" stockholder for a period of three years following the date on which the stockholder became an "interested" stockholder. Any of the foregoing provisions could limit the price that investors might be

willing to pay in the future for shares of our common stock, and they could deter potential acquirers of our company, thereby reducing the likelihood that you would receive a premium for your common stock in an acquisition.

***Our amended and restated certificate of incorporation designates the Court of Chancery of the State of Delaware and, to the extent enforceable, the federal district courts of the United States of America as the exclusive forums for certain litigation that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us.***

Pursuant to our amended and restated certificate of incorporation, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware is the sole and exclusive forum for the following types of actions or proceedings under Delaware statutory or common law: (1) any derivative action or proceeding brought on our behalf, (2) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, (3) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws or (4) any action asserting a claim governed by the internal affairs doctrine. Notwithstanding the foregoing, this choice of forum provision will not apply to suits brought to enforce a duty or liability created by the Securities Exchange Act of 1934, as amended, or any other claim for which the federal courts have exclusive jurisdiction. Accordingly, both state and federal courts have jurisdiction to entertain such claims. Our amended and restated certificate of incorporation provides that any person or entity purchasing or otherwise acquiring any interest in shares of our common stock is deemed to have notice of and consented to the foregoing provision. Furthermore, our amended and restated bylaws provide that unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any claims arising under the Securities Act. The forum selection clause in our amended and restated certificate of incorporation may limit our stockholders' ability to obtain a favorable judicial forum for disputes with us.

### **Risks Related to our Outstanding Convertible Senior Notes**

***We may not have the ability to raise the funds necessary to settle cash conversions of the 2026 Notes or 2029 Notes or to repurchase the 2026 Notes or 2029 Notes upon a fundamental change, and our future debt may contain limitations on our ability to pay cash upon conversion or repurchase of the 2026 Notes or 2029 Notes.***

On January 20, 2021, we issued the 2026 Notes. The terms of the 2026 Notes are governed by an Indenture, or the 2026 Indenture, by and between Alarm.com Holdings, Inc. and U.S. Bank National Association, as trustee. The 2026 Notes are senior unsecured obligations that do not bear regular interest and the principal amount of the 2026 Notes will not accrete. The 2026 Notes may bear special interest under specified circumstances related to our failure to comply with our reporting obligations under the 2026 Indenture. Special interest, if any, will be payable semiannually in arrears on January 15 and July 15 of each year, beginning on July 15, 2021. We received proceeds from the issuance of the 2026 Notes of \$484.3 million, net of \$15.7 million of transaction fees and other debt issuance costs. On May 31, 2024, we issued the 2029 Notes. The terms of the 2029 Notes are governed by an Indenture, or the 2029 Indenture, by and between Alarm.com Holdings, Inc. and U.S. Bank Trust Company, National Association, as trustee. The 2029 Notes are senior unsecured obligations that bear interest at a rate of 2.25% per annum, payable semiannually in arrears on June 1 and December 1 of each year, beginning on December 1, 2024, and the principal amount of the 2029 Notes will not accrete. We received proceeds from the issuance of the 2029 Notes of \$485.2 million, net of \$14.8 million of transaction fees and other debt issuance costs.

Holders of the 2026 Notes or 2029 Notes will have the right, subject to certain conditions and limited exceptions, to require us to repurchase all or a portion of their notes upon the occurrence of a fundamental change at a fundamental change repurchase price equal to 100% of the principal amount of the 2026 Notes or 2029 Notes to be repurchased, plus accrued and unpaid special interest or interest, if any, as defined in the 2026 Indenture and 2029 Indenture. In addition, upon conversion of the 2026 Notes or 2029 Notes, unless we elect to deliver solely shares of our common stock to settle such conversion (other than paying cash in lieu of delivering any fractional share), we will be required to make cash payments in respect of the 2026 Notes or 2029 Notes being converted as defined in the 2026 Indenture and 2029 Indenture. However, we may not have enough available cash or be able to obtain financing at the time we are required to make repurchases of 2026 Notes or 2029 Notes surrendered therefor or pay cash with respect to 2026 Notes or 2029 Notes being converted. In addition, our ability to repurchase the 2026 Notes or 2029 Notes or to pay cash upon conversions of the 2026 Notes or 2029 Notes may be limited by law, by regulatory authority or by agreements governing our future indebtedness. Our failure to repurchase the 2026 Notes or 2029 Notes at a time when the repurchase is required by the 2026 Indenture and 2029 Indenture or to pay any cash payable on future conversions of the 2026 Notes or 2029 Notes as required by the 2026 Indenture and 2029 Indenture would constitute a default under the 2026 Indenture and 2029 Indenture. A default under the 2026 Indenture governing the 2026 Notes or the 2029 Indenture governing the 2029 Notes or the fundamental change itself could also lead to a default under agreements governing our future indebtedness. If the repayment of the related indebtedness were to be accelerated after any applicable notice or grace periods, we may not have sufficient funds to repay the indebtedness and repurchase the 2026 Notes or 2029 Notes or make cash payments upon conversions thereof.

***The conditional conversion feature of the 2026 Notes or 2029 Notes, if triggered, may adversely affect our financial condition and operating results.***

In the event the conditional conversion feature of the 2026 Notes or 2029 Notes is triggered, holders of 2026 Notes or 2029 Notes will be entitled to convert the 2026 Notes or 2029 Notes at any time during specified periods at their option. If one or more holders elect to convert their 2026 Notes or 2029 Notes, unless we elect to satisfy our conversion obligation by delivering solely shares of our common stock (other than paying cash in lieu of delivering any fractional share), we would be required to settle a portion or all of our conversion obligation through the payment of cash, which could adversely affect our liquidity. In addition, even if holders do not elect to convert their notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the notes as a current rather than long-term liability, which would result in a material reduction of our net working capital.

***Conversion of the 2026 Notes and 2029 Notes may dilute the ownership interest of our stockholders or may otherwise depress the price of our common stock.***

The conversion of some or all of the 2026 Notes or 2029 Notes may dilute the ownership interests of our stockholders. Upon conversion of the 2026 Notes or 2029 Notes, we have the option to pay or deliver, as the case may be, cash, shares of our common stock, or a combination of cash and shares of our common stock. If we elect to settle our conversion obligation in shares of our common stock or a combination of cash and shares of our common stock, any sales in the public market of our common stock issuable upon such conversion could adversely affect prevailing market prices of our common stock. In addition, the existence of the 2026 Notes or 2029 Notes may encourage short selling by market participants because the conversion of the 2026 Notes or 2029 Notes could be used to satisfy short positions, or anticipated conversion of the 2026 Notes or 2029 Notes into shares of our common stock could depress the price of our common stock.

***The capped call transactions may affect the value of the 2029 Notes and our common stock.***

In connection with the 2029 Notes, we entered into privately negotiated capped call transactions with one of the initial purchasers and certain other financial institutions, or the Counterparties. The capped call transactions are generally expected to reduce the potential dilution to holders of our common stock upon any conversion of the 2029 Notes and/or offset any cash payments we are required to make in excess of the principal amount of converted 2029 Notes, as the case may be, with such reduction and/or offset subject to a cap.

From time to time, the Counterparties and/or their respective affiliates may modify their hedge positions by entering into or unwinding various derivatives with respect to our common stock and/or purchasing or selling our common stock in secondary market transactions (and are likely to do so following any conversion of 2029 Notes, any repurchase of the 2029 Notes by us on any fundamental change (as defined in the 2029 Indenture governing the 2029 Notes) repurchase date, any redemption date or any other date on which the 2029 Notes are retired by us). This activity could also cause or avoid an increase or a decrease in the market price of our common stock or the 2029 Notes.

The potential effect, if any, of these transactions and activities on the market price of our common stock or the 2029 Notes will depend in part on market conditions and cannot be ascertained at this time. Any of these activities could adversely affect the value of our common stock.

***We are subject to counterparty risk with respect to the capped call transactions, and the capped calls may not operate as planned.***

The Counterparties are financial institutions, and we will be subject to the risk that they might default under the capped call transactions. Our exposure to the credit risk of the Counterparties will not be secured by any collateral. Global economic conditions have from time to time resulted in the actual or perceived failure or financial difficulties of many financial institutions. If one of the Counterparties becomes subject to insolvency proceedings, we will become an unsecured creditor in those proceedings with a claim equal to our exposure at that time under our transactions with that counterparty. Our exposure will depend on many factors, but, generally, the increase in our exposure will be correlated with increases in the market price or the volatility of our common stock. In addition, upon a default by one of the Counterparties, we may suffer adverse tax consequences and more dilution than we currently anticipate with respect to our common stock. We can provide no assurances as to the financial stability or viability of any of the Counterparties.

In addition, the capped call transactions are complex and they may not operate as planned. For example, the terms of the capped call transactions may be subject to adjustment, modification, or, in some cases, renegotiation if certain corporate or other transactions occur. Accordingly, these transactions may not operate as we intend if we are required to adjust their terms as a result of transactions in the future or upon unanticipated developments that may adversely affect the functioning of the capped call transactions.

## ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

### (c) Issuer Purchases of Equity Securities

On February 15, 2023, our board of directors authorized a stock repurchase program, effective February 23, 2023, under which we are authorized to purchase up to an aggregate of \$100.0 million of our outstanding common stock during the two-year period ending February 23, 2025. On May 24, 2024, our board of directors authorized the repurchase of our common stock in connection with the issuance of the 2029 Notes, the cancellation of the balance under the stock repurchase program ending February 23, 2025 and also authorized a stock repurchase program, effective May 31, 2024, under which we are authorized to purchase up to an aggregate of \$100.0 million of our outstanding common stock during the two-year period ending May 31, 2026. We utilize our stock repurchase program in an effort to return surplus cash to stockholders efficiently. Our board of directors determines repurchase program amounts through an analysis of projected capital needs to sustain growth as well as to meet other investing and financing criteria. In determining whether to authorize repurchases and the size of the repurchase program, our board of directors considers whether we have funds legally available to repurchase shares of common stock and various alternative uses for our cash and cash equivalents.

The stock repurchase program is designed to enable us to make both opportunistic repurchases based on market conditions at management's discretion and consistent repurchases over time. Stock repurchases may be made through a variety of methods, including open-market transactions (including pursuant to a trading plan adopted in accordance with Rule 10b5-1 of the Exchange Act), privately negotiated transactions, block trades and by any combination of the foregoing.

Our Insider Trading and Trading Window Policy prohibits our directors, officers and other employees from trading in Alarm.com securities while they are aware of material nonpublic information about Alarm.com, which would include unannounced material stock repurchase plans. The prohibition does not apply to trades made pursuant to a Rule 10b5-1 trading plan.

No shares were repurchased under our stock repurchase program during the three months ended September 30, 2024.

We withhold shares of common stock in connection with the vesting of restricted stock unit awards issued to employees to satisfy applicable tax withholding requirements. These withheld shares are not issued or considered common stock repurchases under our stock repurchase program and therefore, are excluded from our repurchase activity.

As of January 1, 2023, we are subject to a 1.0% excise tax on the value of net corporate stock repurchases under the Inflation Reduction Act of 2022. When applicable, the excise tax will be included as part of the cost basis of shares acquired and is presented within stockholders' equity in the condensed consolidated balance sheets and will be excluded from amounts presented above.

## ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

## ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

## ITEM 5. OTHER INFORMATION

### Insider Trading Arrangements

During the three months ended September 30, 2024, none of our directors or officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted, modified or terminated a Rule 10b5-1 trading arrangement (as defined in Item 408(a) of Regulation S-K) or a non-Rule 10b5-1 trading arrangement (as defined in Item 408(c) of Regulation S-K).

## ITEM 6. EXHIBITS

The following is a list of exhibits filed as part of this Quarterly Report on Form 10-Q. Where so indicated by footnote, exhibits that were previously filed are incorporated by reference. For exhibits incorporated by reference, the location of the exhibit in the previous filing is indicated.

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">3.1<sup>(1)</sup></a>	<a href="#">Amended and Restated Certificate of Incorporation of Alarm.com Holdings, Inc.</a>
<a href="#">3.2<sup>(2)</sup></a>	<a href="#">Amended and Restated Bylaws of Alarm.com Holdings, Inc.</a>
<a href="#">10.1<sup>^</sup></a>	<a href="#">Fourteenth Amendment to Deed of Office Lease Agreement by and between Alarm.com Incorporated and TMG TMC 3, L.L.C., dated August 28, 2024</a>
<a href="#">31.1<sup>*</sup></a>	<a href="#">Certification of Chief Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
<a href="#">31.2<sup>*</sup></a>	<a href="#">Certification of Chief Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
<a href="#">32.1<sup>**</sup></a>	<a href="#">Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH <sup>*</sup>	Inline XBRL Taxonomy Extension Schema Document
101.CAL <sup>*</sup>	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF <sup>*</sup>	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB <sup>*</sup>	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE <sup>*</sup>	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104 <sup>*</sup>	Cover Page Interactive Data File - the cover page interactive data is embedded within the Inline XBRL document or included within the Exhibit 101 attachments

(1) Previously filed as Exhibit 3.1 to the registrant's Current Report on Form 8-K (File No. 001-37461), filed with the Securities and Exchange Commission on June 10, 2021, and incorporated herein by reference.

(2) Previously filed as Exhibit 3.1 to the registrant's Current Report on Form 8-K (File No. 001-37461), filed with the Securities and Exchange Commission on March 16, 2023, and incorporated herein by reference.

\* Filed herewith.

\*\* This certification is being furnished solely to accompany this Quarterly Report on Form 10-Q pursuant to 18 U.S.C. Section 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing of the registrant under the Securities Act of 1933, as amended, or Securities Exchange Act of 1934, as amended, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

<sup>^</sup> Portions of this document (indicated by "[\*\*\*]") have been omitted because they are not material and are the type that Alarm.com Holdings, Inc. treats as private and confidential.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**Alarm.com Holdings, Inc.**

Date: November 7, 2024

By: /s/ Steve Valenzuela  
Steve Valenzuela  
Chief Financial Officer  
*(On behalf of the registrant and in his capacity as Principal  
Financial Officer and Principal Accounting Officer)*

**FOURTEENTH AMENDMENT TO DEED OF OFFICE LEASE AGREEMENT**

**THIS FOURTEENTH AMENDMENT TO DEED OF OFFICE LEASE AGREEMENT (“Amendment”)** is made as of August 28, 2024 (“**Amendment Date**”), but for all purposes shall be effective as of January 1, 2024, by and between TMG TMC 3, L.L.C., a Delaware limited liability company (“**Landlord**”), and ALARM.COM INCORPORATED, a Delaware corporation (“**Tenant**”).

**RECITALS**

R-1. Landlord’s predecessor-in-interest, Marshall Property LLC, and Tenant entered into that certain Deed of Office Lease Agreement dated August 8, 2014 (the “**Original Lease**”), as amended by that certain First Amendment to Deed of Office Lease Agreement dated as of May 29, 2015 (the “**First Amendment**”), that certain Second Amendment to Deed of Office Lease Agreement dated as of October 19, 2015 (the “**Second Amendment**”), that certain Third Amendment to Deed of Office Lease Agreement dated as of May 6, 2016 (the “**Third Amendment**”), that certain Fourth Amendment to Deed of Office Lease Agreement dated as of September 15, 2016 (the “**Fourth Amendment**”), that certain Fifth Amendment to Deed of Office lease Agreement dated as of January 31, 2017 (the “**Fifth Amendment**”), that certain Sixth Amendment to Deed of Office Lease Agreement dated October 10, 2018 (the “**Sixth Amendment**”), that certain Seventh Amendment to Deed of Office Lease Agreement dated May 16, 2019 (the “**Seventh Amendment**”), that certain Eighth Amendment to Deed of Office Lease Agreement dated July 17, 2019 (the “**Eighth Amendment**”), that certain Ninth Amendment to Deed of Lease Agreement dated March 12, 2020 (the “**Ninth Amendment**”), that certain Tenth Amendment to Deed of Office Lease Agreement dated December 17, 2020 (the “**Tenth Amendment**”), that certain Eleventh Amendment to Deed of Lease Agreement dated December 21, 2021 (the “**Eleventh Amendment**”), that certain Twelfth Amendment to Deed of Office Lease Agreement dated January 12, 2022 (the “**Twelfth Amendment**”), and that certain Thirteenth Amendment to Deed of Lease Agreement dated July 26, 2023 (the “**Thirteenth Amendment**”) (collectively, as amended, the “**Lease**”), whereby Tenant leases (i) an agreed 189,058 rentable square feet of office space on the first (1<sup>st</sup>), second (2<sup>nd</sup>), third (3<sup>rd</sup>), fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), seventh (7<sup>th</sup>), eighth (8<sup>th</sup>), ninth (9<sup>th</sup>), tenth (10<sup>th</sup>), and eleventh (11<sup>th</sup>) floors (notwithstanding the reference in the Lease to a total of approximately 189,076 rentable square feet prior to amendment hereby) (collectively, the “**Existing Space**”), and (ii) approximately 1,101 square feet of initial Storage Space and approximately 805 square feet of Additional Storage Space, totaling approximately 1,906 square feet in the aggregate (notwithstanding certain references in the Lease to solely the 805 square feet of Additional Storage Space), and in addition thereto, pursuant to that certain Occupancy License by and between Landlord and Tenant dated July 20, 2021 (the “**Occupancy License**”), Tenant occupies approximately 341 square feet of storage space known as storage areas B108 and B111, all located on the lower level of the Building (such initial Storage Space, Additional Storage Space and Occupancy

License storage space are collectively, the “**Existing Storage Space**”) in the building located at 8281 Greensboro Drive, Tysons, Virginia 22102 (the “**Building**”), all as more particularly described in the Lease.

R-2. The Term of the Lease is scheduled to expire on June 30, 2026.

R-3. Landlord and Tenant desire to amend the Lease to (i) expand the Existing Space to include all of the remaining rentable area of office space in the Building, totaling approximately 56,903 rentable square feet of additional office space in the aggregate, (ii) to extend the Term of the Lease with respect to the entire Premises (as expanded hereby) for one period of ninety-three (93) calendar months from the scheduled expiration of the Term prior to amendment hereby (i.e., to March 31, 2034), and (iii) to otherwise modify certain other terms of the Lease in connection therewith, all in accordance with and subject to the terms and conditions set forth below.

R-4. Because the Amendment Date is occurring after the Fourteenth Amendment Extension Commencement Date (as hereinafter defined), with respect to the period commencing on the Fourteenth Amendment Extension Commencement Date and expiring on the last day of the calendar month in which the Amendment Date occurs (or, if applicable, the last day of the calendar month following the calendar month in which the Amendment Date occurs), Tenant has paid to Landlord Base Rent and Tenant’s Pro Rata Share of each of the Expense Excess and the Tax Excess (or Tenant has received a credit with respect to Tenant’s Pro Rata Share of such Expenses and Taxes) under the Lease in excess of the amount thereof that would have been payable (or credited) under the Lease if the Amendment Date had occurred on or before the Fourteenth Amendment Extension Commencement Date (the excess portion of all such payments to Landlord, net of all credits to Tenant therefor, in the aggregate is the “**Excess Rent Payment**”).

R-5 Except as otherwise defined herein or where the context plainly requires otherwise, all terms and phrases used in this Amendment that are defined in the Lease shall have the same meaning as set forth in the Lease. In the event of any conflict between the Lease and this Amendment, the terms of this Amendment shall control.

#### COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound hereby, covenant and agree to amend the Lease as follows:

1. Recitals. The foregoing recitals are incorporated by reference into this Paragraph as if set forth in this Paragraph in full.
2. Fourteenth Amendment Expansion Space.



(a) Expansion Space A.

(i) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord an agreed twenty-one thousand five hundred ninety-nine (21,599) rentable square feet in the aggregate, comprised of an agreed (A) four thousand five hundred fifty-five (4,555) rentable square feet located on the second (2<sup>nd</sup>) floor (“**Suite 250**”), (B) five thousand three hundred thirty-six (5,336) rentable square feet located on the third (3<sup>rd</sup>) floor (“**Suite 320**”), and (C) eleven thousand seven hundred eight (11,708) rentable square feet located on the sixth floor (“**Suites 630/650**”), all in the locations depicted on the diagram attached hereto as Attachment A (each, a “**Suite**” and all collectively, the “**Expansion Space A**”).

(ii) Possession of each Suite of Expansion Space A will be delivered to Tenant broom clean and free of all occupants with the prior occupants’ furniture, furnishings and equipment removed and otherwise in the as-is condition thereof as of the Amendment Date, subject to (1) improvements performed after the Amendment Date by any occupant of the applicable Suite (“**Post-Execution Occupant Improvements**”) for which (x) Landlord cannot withhold consent for the applicable Post-Execution Occupant Improvements without breaching the applicable lease and (y) Landlord cannot require the removal of the applicable Post-Execution Occupant Improvements and restoration of the affected area by such occupant upon the expiration or earlier termination of such occupant’s lease, and (2) ordinary wear and tear (the “**Delivery Condition**”). The date on which each applicable Suite of Expansion Space A is delivered to Tenant in the Delivery Condition shall be the “**Delivery Date**” therefor. It is hereby acknowledged that Suite 250 and Suite 320 are not occupied as of the Amendment Date, and that Suites 630/650 are occupied as of the Amendment Date pursuant to a lease that is scheduled to expire on September 30, 2025 (subject to the terms of the early termination agreement therefor). Landlord has entered into an early termination agreement with the current tenant of Suites 630/650 providing for the termination of the lease upon the full execution and delivery of this Amendment. Accordingly, it is presently anticipated that possession of Suite 250 and Suite 320 of Expansion Space A will be delivered to Tenant in the Delivery Condition within two (2) business days after the Amendment Date, and it is presently anticipated that possession of Suites 630/650 will be delivered to Tenant in the Delivery Condition within two (2) business days after the date that is the later of (A) the Amendment Date, and (B) the date Suites 630/650 are vacated by the current tenant thereof. If Landlord does not deliver possession of any Suite of the Expansion Space A to Tenant by the anticipated delivery date therefor (whether resulting from failure of any current occupant to vacate and surrender possession of its premises on the expiration or earlier termination date therefor, or any other cause outside of Landlord’s reasonable control), Landlord shall not have any liability whatsoever and neither the Lease nor this Amendment shall be rendered void or voidable as a result thereof, however, the applicable commencement date for each such Suite of Expansion Space A shall not occur until the Delivery Date therefor, in accordance with Paragraph 2(a)(iii) below. Nothing herein contained shall obligate Landlord to make any payment to, or commence any litigation (other than applicable eviction proceedings) against, the occupant of any Suite in order to entice such occupant to physically vacate and surrender possession of the applicable Suite. If the current tenant of Suites 630/650 has not vacated the same within ninety (90) days after the expiration or earlier

termination of the lease with respect thereto, then Landlord, at its expense (without prejudice to Landlord's right to seek reimbursement from the tenant of Suites 630/650 to the extent permitted by the lease with respect thereto or applicable law), shall promptly commence and thereafter diligently pursue eviction proceedings against such tenant.

(iii) (A) The commencement date for Suite 250 (the "**Suite 250 Commencement Date**") shall occur on the Delivery Date for Suite 250, and the term "**Lease Year**" solely with respect to Suite 250 shall mean a period of twelve (12) consecutive months commencing on the Suite 250 Commencement Date, and each successive twelve (12) month period thereafter; provided, however, that if the Suite 250 Commencement Date is not first day of a month, then the first Lease Year for Suite 250 also shall include the period from the Suite 250 Commencement Date to the first day of the following month, and the second Lease Year for Suite 250 shall commence on the first day of the month immediately following the first anniversary of the Suite 250 Commencement Date. From and after the Suite 250 Commencement Date, Suite 250 shall be subject to all of the terms and conditions of the Lease (as modified hereby).

(B) The commencement date for Suite 320 (the "**Suite 320 Commencement Date**") shall occur on the Delivery Date for Suite 320, and the term "**Lease Year**" solely with respect to Suite 320 shall mean a period of twelve (12) consecutive months commencing on the Suite 320 Commencement Date, and each successive twelve (12) month period thereafter; provided, however, that if the Suite 320 Commencement Date is not first day of a month, then the first Lease Year for Suite 320 also shall include the period from the Suite 320 Commencement Date to the first day of the following month, and the second Lease Year for Suite 320 shall commence on the first day of the month immediately following the first anniversary of the Suite 320 Commencement Date. From and after the Suite 320 Commencement Date, Suite 320 shall be subject to all of the terms and conditions of the Lease (as modified hereby).

(C) The commencement date for Suites 630/650 (the "**Suites 630/650 Commencement Date**") shall occur on the Delivery Date for Suites 630/650, and the term "**Lease Year**" solely with respect to Suites 630/650 shall mean a period of twelve (12) consecutive months commencing on the Suites 630/650 Commencement Date, and each successive twelve (12) month period thereafter; provided, however, that if the Suites 630/650 Commencement Date is not first day of a month, then the first Lease Year for Suites 630/650 also shall include the period from the Suites 630/650 Commencement Date to the first day of the following month, and the second Lease Year for Suites 630/650 shall commence on the first day of the month immediately following the first anniversary of the Suites 630/650 Commencement Date. From and after the Suites 630/650 Commencement Date, Suites 630/650 shall be subject to all of the terms and conditions of the Lease (as modified hereby).

(b) Expansion Space B.

(i) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord an agreed thirty-five thousand three hundred four (35,304) rentable square feet in the aggregate, comprised of an agreed (A) eleven thousand eight hundred eleven (11,811) rentable square feet located on the third (3<sup>rd</sup>) floor (“**Suite 300**”), and (B) twenty-three thousand four hundred ninety-three (23,493) rentable square feet located on the fourth (4<sup>th</sup>) floor (“**Suite 400**”), all in the locations depicted on the diagram attached hereto as Attachment A hereto (each, also a “**Suite**” and all collectively, the “**Expansion Space B**”).

(ii) Possession of each Suite of Expansion Space B will be delivered to Tenant in the Delivery Condition. The date on which each applicable Suite of Expansion Space B is delivered to Tenant in the Delivery Condition following the expiration or earlier termination of the occupancy agreement therefor (irrespective of any occupancy by Tenant of any such space prior thereto by sublease, license or other occupancy agreement between Tenant and the tenant of such space as of the Execution Date) shall be the “**Delivery Date**” therefor. It is hereby acknowledged that Suite 400 is occupied as of the Amendment Date pursuant to an occupancy agreement that is scheduled to expire on December 31, 2024, and Suite 300 is occupied as of the Amendment Date pursuant to an occupancy agreement that is scheduled to expire on January 31, 2026. Landlord may elect, in its sole and absolute discretion, to negotiate with the current tenant of Suite 300 an early termination agreement, which agreement (if any) shall be on terms satisfactory to Landlord and such current tenant of Suite 300 in each such party’s sole and absolute discretion. Accordingly, it is presently anticipated that possession of each of Suite 300 and Suite 400 of Expansion Space B will be delivered to Tenant in the Delivery Condition within two (2) business days after the later of (A) the date on which the occupancy agreement therefor expires (or is earlier terminated) and (B) the date on which such Suite is vacated by the current occupant thereof; however, possession of Suite 400 shall not be delivered before January 1, 2025, and possession of Suite 300 shall not be delivered before September 1, 2024, in both cases without Tenant’s prior written consent in its sole and absolute discretion. If Landlord does not deliver possession of either Suite of the Expansion Space B to Tenant by the anticipated delivery date therefor (whether resulting from failure of any current occupant to vacate and surrender possession of its premises on the expiration or earlier termination date therefor or any other cause outside of Landlord’s reasonable control), Landlord shall not have any liability whatsoever and neither the Lease nor this Amendment shall be rendered void or voidable as a result thereof, however, the applicable commencement date for each such Suite of Expansion Space B shall not occur until the date that is one hundred twenty (120) days after Delivery Date therefor, in accordance with Paragraph 2(b)(iii) below. Nothing herein contained shall obligate Landlord to make any payment to, or commence any litigation (other than applicable eviction proceedings) against, the occupant of any Suite in order to entice such occupant to physically vacate and surrender possession of the applicable Suite. If the current tenant of any Suite of Expansion Space B has not vacated the same within ninety (90) days after the expiration or earlier termination of the lease with respect thereto, then Landlord, at its expense (without prejudice to Landlord’s right to seek reimbursement from the tenant of such Suite to the extent permitted by the lease with respect thereto or applicable law), shall promptly commence and thereafter diligently pursue eviction proceedings against such tenant.

(iii) (A) The commencement date for Suite 400 (the “**Suite 400 Commencement Date**”) shall occur on the date that is one hundred twenty (120) days after the Delivery Date for Suite 400, and the term “**Lease Year**” solely with respect to Suite 400 shall mean the Lease Year that is then applicable with respect to the Existing Space commencing on the Suite 400 Commencement Date and continuing thereafter during the remainder of the Fourteenth Amendment Extension Term. For purposes of example only, if the Suite 400 Commencement Date occurs on May 1, 2025, then the first Lease Year for Suite 400 will be a period of less than 12 full months, ending on December 31, 2025 (i.e., the last day of the second Lease Year of the Fourteenth Amendment Extension Term for the Existing Space), and the annual Base Rent for Suite 400 will escalate on January 1, 2026 (and each January 1 thereafter). From and after the Suite 400 Commencement Date, Suite 400 shall be subject to all of the terms and conditions of the Lease (as modified hereby).

(B) The commencement date for Suite 300 (the “**Suite 300 Commencement Date**”) shall occur on the date that is one hundred twenty (120) days after the Delivery Date for Suite 300, and the term “**Lease Year**” solely with respect to Suite 300 shall mean the Lease Year that is then applicable with respect to the Existing Space commencing on the Suite 300 Commencement Date (in the manner described for purposes of example only in Paragraph 2(b)(iii)(A) above) and continuing thereafter during the remainder of the Fourteenth Amendment Extension Term. From and after the Suite 300 Commencement Date, Suite 300 shall be subject to all of the terms and conditions of the Lease (as modified hereby).

(c) Promptly after any or all of the Suite 250 Commencement Date, Suite 320 Commencement Date, Suites 630/650 Commencement Date, Suite 300 Commencement Date and Suite 400 Commencement Date is ascertained, Landlord and Tenant shall execute a certificate confirming the same in the form attached hereto as Attachment D. Any failure of the parties to execute any such declaration will not affect the validity of any applicable commencement date and other matters set forth therein as determined in accordance with this Amendment.

(d) (i) The parties acknowledge that rentable area of the Premises and the Building has been calculated in accordance with the ANSI/BOMA Z65.1-1996 method of measurement (“**BOMA**”) set forth in Article 2 of the Original Lease. Landlord and Tenant hereby acknowledge and agree that (A) the total number of rentable square feet in the Building is 257,824 rentable square feet, (B) the total number of rentable square feet in the Existing Space is 189,058 rentable square feet, notwithstanding anything to the contrary contained in the Lease, (C) from and after the Delivery Date for Suite 250, the total number of rentable square feet in the Premises will be increased by 4,555 rentable square feet, (D) from and after the Delivery Date for Suite 320, the total number of rentable square feet in the Premises will be increased by 5,336 rentable square feet, (E) from and after the Delivery Date for Suites 630/650, the total number of rentable square feet in the Premises will be increased by 11,708 rentable square feet, (F) from and after the Delivery Date for Suite 300, the total number of rentable square feet in the Premises will be increased by 11,811 rentable square feet, and (G) from and after the Delivery Date for Suite 400, the total number of rentable square feet in the Premises will be increased by 23,493

rentable square feet, for a total rentable area of the Premises equal to 245,961 rentable square feet, constituting the entire rentable area of all office space in the Building, all calculated in accordance with BOMA. All references in the Lease to the “Premises” shall include the additional areas set forth herein from and after the applicable Delivery Date for each Suite.

(ii) There shall be no remeasurement of the rentable area constituting the Premises or the Building during the Fourteenth Amendment Extension Term (as defined below). Any remeasurement of the rentable area constituting the Premises or the Building that is to be effective during a Renewal Term (as defined below) must be conducted, and Tenant notified of the results thereof, at least twenty-four (24) months prior to the commencement of the applicable Renewal Term.

### 3. Term; Renewal Options.

(a) (i) Notwithstanding anything to the contrary contained in the Lease (including the June 30, 2026 previously scheduled expiration date of the Term), the Term hereby is extended for the period (“**Fourteenth Amendment Extension Term**”) commencing on January 1, 2024 (“**Fourteenth Amendment Extension Commencement Date**”), and ending on March 31, 2034 (“**Fourteenth Amendment Extension Expiration Date**”) (both dates inclusive), unless extended or earlier terminated in accordance with the terms and conditions of the Lease (as amended hereby).

(ii) Further notwithstanding anything to the contrary contained in the Lease, from and after the Fourteenth Amendment Extension Commencement Date, the term “**Lease Year**” with respect to the Existing Space shall mean a period of twelve (12) consecutive months commencing on the Fourteenth Amendment Extension Commencement Date, and each successive twelve (12) month period thereafter (i.e., January 1 through December 31).

(b) All renewal and extension options contained in the Lease, including without limitation, the extension option contained in Paragraph 5 of Exhibit F to the Original Lease, hereby are deleted and of no further force and effect. Landlord hereby grants to Tenant the conditional right, exercisable at Tenant’s option, to renew the Term, solely with respect to the entire Premises, for two (2) successive terms of five (5) years each (each, a “**Renewal Term**”). If exercised, and if the conditions applicable thereto have been satisfied, the first such Renewal Term (the “**First Renewal Term**”) shall commence immediately following the Fourteenth Amendment Extension Expiration Date, and the second Renewal Term (the “**Second Renewal Term**”) shall commence immediately following the end of the First Renewal Term. The rights of renewal herein granted to Tenant shall be subject to, and shall be exercised in accordance with, the following terms and conditions:

(i) Tenant shall exercise its right of renewal with respect to the applicable Renewal Term by giving Landlord written notice (the “**Renewal Option Notice**”) of such election not earlier than twenty-four (24) months or later than eighteen (18) months prior to the expiration of the then-current Term. The parties shall then have thirty (30) days after Landlord’s timely receipt of such notice (the “**Negotiation Period**”) in which to agree on the

annual base rent, escalation factor and additional rent which shall be payable during the applicable Renewal Term. The parties shall attempt in good faith to agree upon an annual base rent payable for the first year of the Renewal Term which would equal one hundred percent (100%) of the applicable fair market rent for renewal transactions taking into account the Market Items (as defined below). The term “**Market Items**” shall mean, if then applicable, rent abatements, brokerage commissions and construction allowances for standard and above-standard construction; provided, however that consideration shall be given to the savings to Tenant resulting from its remaining in the Premises (e.g., no moving or related costs). Among the factors to be considered by the parties during such negotiations shall be the general office rental market in the office rental market in the Market Area (as defined in the Original Lease) for comparable buildings, and the rents being charged in recent renewals with respect to similar office space in multi-tenanted, multi-story, first-class office buildings comparable to the Building in the Market Area. If during the Negotiation Period the parties agree on such annual base rent, escalation factor and additional rent, then they shall promptly execute an amendment to the Lease stating the terms so agreed upon. If during the Negotiation Period the parties are unable, for any reason whatsoever, to agree on such annual base rent, escalation factor and additional rent payable, then within five (5) business days thereafter, the parties shall each appoint a real estate broker who shall be licensed in the Commonwealth of Virginia and who specializes in the field of commercial office space leasing in the Market Area, has at least ten (10) years of experience and is recognized within the field as being reputable and ethical. Such two individuals shall each determine, within ten (10) days after their appointment, such annual base rent, escalation factor and additional rent. If such individuals do not agree on such items, then the two individuals shall, within five (5) business days, render separate written reports of their determinations and together appoint a third similarly qualified individual. The third individual shall, within ten (10) days after his or her appointment, select either Landlord’s broker’s determination or Tenant’s broker’s determination (this being the third broker’s sole function) as being closest to the applicable fair market annual base rent, escalation factor and additional rent and shall notify the parties of such selection. If Landlord or Tenant fails to timely deliver its determination to such third individual, then the other party’s determination of the annual base rent, escalation factor and additional rent shall be final and conclusive. The third broker’s decision shall be final and conclusive, and binding on Landlord and Tenant. Landlord and Tenant shall each bear the cost of its broker and shall share equally the cost of the third broker. Upon determination of the annual base rent, escalation factor and additional rent payable pursuant to this Paragraph, the parties shall promptly execute an amendment to the Lease stating the rent and additional terms so determined. Any failure of the parties to execute such amendment will not affect the validity of the applicable renewal or the rent and additional terms with respect thereto as determined in accordance with this Amendment.

(ii) If any Renewal Option Notice is not given timely, then Tenant’s right of renewal with respect to the applicable Renewal Term shall lapse and be of no further force or effect.

(iii) If there exists an Event of Default by Tenant under the Lease on the date Tenant sends a Renewal Option Notice or any time thereafter until a Renewal Term is to

commence, then, at Landlord's election, such Renewal Term shall not commence and the Term of the Lease shall expire at the expiration of the then-current Term.

(iv) If Tenant's right of renewal with respect to any Renewal Term lapses for any reason, then Tenant's right of renewal with respect to any subsequent Renewal Term shall similarly lapse and be of no further force or effect.

(v) Tenant's rights of renewal under this Paragraph may be exercised only by Tenant or an assignee of the entire Lease that is an Affiliated Entity or a Permitted Successor pursuant to the terms of Section 9.05 of the Original Lease, and may not be exercised by or for the benefit of any other transferee, sublessee or assignee of Tenant.

#### 4. Base Rent.

(a) Tenant shall pay to Landlord as annual Base Rent for the Existing Space, Expansion Space A and Expansion Space B, the applicable amounts set forth below without set off, deduction or demand (except as otherwise specifically set forth in the Lease, as amended hereby), all of which amounts shall be payable in equal monthly installments in advance and in accordance with the provisions of Article 5 of the Original Lease (except as otherwise provided herein).

(i) Commencing on the first day of the Fourteenth Amendment Extension Term and continuing for and with respect to the Fourteenth Amendment Extension Term, in lieu of the Base Rent payable for the Existing Space pursuant to the Lease, Tenant shall pay to Landlord, as annual Base Rent for the Existing Space, an amount equal to the product of (A) \$38.99 per rentable square foot of the Existing Space, multiplied by (B) the number of rentable square feet in the Existing Space. Commencing on the first day of the second (2<sup>nd</sup>) Lease Year for the Existing Space and continuing on the first day of each Lease Year for the Existing Space thereafter during the Fourteenth Amendment Extension Term, the annual Base Rent for the Existing Space shall be increased by an amount equal to 2.5% of the amount of annual Base Rent payable for the Existing Space during the immediately preceding Lease Year therefor (without regard to any abatement or offset applicable thereto).

(ii) Commencing on the Suite 250 Commencement Date and continuing for and with respect to the remainder of the Fourteenth Amendment Extension Term, Tenant shall pay to Landlord, as annual Base Rent for Suite 250, an amount equal to the product of (A) \$38.99 per rentable square foot of Suite 250, multiplied by (B) the number of rentable square feet in Suite 250. Commencing on the first day of the second (2<sup>nd</sup>) Lease Year for Suite 250 and continuing on the first day of each Lease Year for Suite 250 thereafter during the remainder of the Fourteenth Amendment Extension Term, the annual Base Rent for Suite 250 shall be increased by 2.5% of the amount of annual Base Rent payable for Suite 250 during the immediately preceding Lease Year therefor (without regard to abatement or offset applicable thereto).

(iii) Commencing on the Suite 320 Commencement Date and continuing for and with respect to the remainder of the Fourteenth Amendment Extension Term, Tenant shall pay to Landlord, as annual Base Rent for Suite 320, an amount equal to the product of (A) \$38.99 per rentable square foot of Suite 320, multiplied by (B) the number of rentable square feet in Suite 320. Commencing on the first day of the second (2<sup>nd</sup>) Lease Year for Suite 320 and continuing on the first day of each Lease Year for Suite 320 thereafter during remainder of the Fourteenth Amendment Extension Term, the annual Base Rent for Suite 320 shall be increased by 2.5% of the amount of annual Base Rent payable for Suite 320 during the immediately preceding Lease Year therefor (without regard to any abatement or offset applicable thereto).

(iv) Commencing on the Suites 630/650 Commencement Date and continuing for and with respect to the remainder of the Fourteenth Amendment Extension Term, Tenant shall pay to Landlord, as annual Base Rent for Suites 630/650, an amount equal to the product of (A) \$38.99 per rentable square foot of Suites 630/650, multiplied by (B) the number of rentable square feet in Suites 630/650. Commencing on the first day of the second (2<sup>nd</sup>) Lease Year for Suites 630/650 and continuing on the first day of each Lease Year for Suites 630/650 thereafter during the remainder of the Fourteenth Amendment Extension Term, the annual Base Rent for Suites 630/650 shall be increased by 2.5% of the amount of annual Base Rent payable for Suites 630/650 during the immediately preceding Lease Year therefor (without regard to any abatement or offset applicable thereto).

(v) Commencing on the Suite 400 Commencement Date and continuing for and with respect to the remainder of the Fourteenth Amendment Extension Term, Tenant shall pay to Landlord, as annual Base Rent for Suite 400, an amount equal to the product of (A) the then-escalated Base Rent per rentable square of the Existing Space that is then payable under the Lease (as amended hereby) on the Suite 400 Commencement Date (without regard to any abatement or offset applicable thereto), multiplied by (B) the number of rentable square feet in Suite 400. Commencing on the first day of each Lease Year for the Existing Space thereafter during the Fourteenth Amendment Extension Term, the annual Base Rent for Suite 400 shall be increased by 2.5% of the amount of annual Base Rent payable for Suite 400 during the immediately preceding Lease Year (or portion thereof) for the Existing Space (without regard to any abatement or offset applicable thereto) (i.e., the Base Rent per rentable square foot of Suite 400 shall be the same amount as the Base Rent per rentable square foot of the Existing Space, and the Base Rent for Suite 400 shall escalate on the same January 1 date as the Base Rent escalates for the Existing Space). For purposes of example only, if the Suite 400 Commencement Date occurs on May 1, 2025, then the first escalation of Base Rent for Suite 400 shall occur eight (8) months thereafter, on January 1, 2026.

(vi) Commencing on the Suite 300 Commencement Date and continuing for and with respect to the remainder of the Fourteenth Amendment Extension Term, Tenant shall pay to Landlord, as annual Base Rent for Suite 300, an amount equal to the product of (A) the then-escalated Base Rent per rentable square of the Existing Space that is then payable under the Lease (as amended hereby) on the Suite 300 Commencement Date (without regard to



any abatement or offset applicable thereto), multiplied by (B) the number of rentable square feet in Suite 300. Commencing on the first day of each Lease Year for the Existing Space thereafter during the Fourteenth Amendment Extension Term, the annual Base Rent for Suite 300 shall be increased by 2.5% of the amount of annual Base Rent payable for Suite 300 during the immediately preceding Lease Year (or portion thereof) for the Existing Space (without regard to any abatement or offset applicable thereto) (i.e., the Base Rent per rentable square foot of Suite 300 shall be the same amount as the Base Rent per rentable square foot of the Existing Space, and the Base Rent for Suite 300 shall escalate on the same January 1 date as the Base Rent escalates for the Existing Space), calculated in the manner shown for purposes of example only in clause (v) of this Paragraph 4(a).

(b) Notwithstanding anything to the contrary contained in Paragraph 4(a) above, provided no Event of Default by Tenant exists under the Lease (as amended), Landlord grants to Tenant an abatement of the Base Rent otherwise payable hereunder in the following amounts and during the following periods set forth in this Paragraph 5(b) below, it being acknowledged and agreed, however, that the Base Rent escalation for each portion of the Premises, as required by Paragraph 4(a) above, shall be based on the full and unabated amount of Base Rent payable therefor under the Lease (as amended hereby):

(i) for the Existing Space, (A) a portion of the Base Rent payable for the Existing Premises in an amount equal to (A) twenty-five percent (25%) of each monthly installment of Base Rent payable for the Existing Premises for the period commencing on January 1, 2024 and ending on October 31, 2025 (both dates inclusive), and (B) one hundred percent (100%) of each monthly installment of Base Rent payable for the Existing Premises for the period commencing on September 1, 2026 and ending on January 31, 2027 (both dates inclusive);

(ii) for Suite 250, one hundred percent (100%) of each monthly installment of Base Rent payable for Suite 250 for the period commencing on the Suite 250 Commencement Date and ending on the day immediately preceding the fourteenth (14<sup>th</sup>) monthly anniversary of the Suite 250 Commencement Date, both dates inclusive (it being agreed that if no such monthly anniversary is possible in any month due to the number of calendar days in such month, the applicable monthly anniversary will be deemed to occur on the last day of such month);

(iii) for Suite 320, one hundred percent (100%) of each monthly installment of Base Rent payable for Suite 320 for the period commencing on the Suite 320 Commencement Date and ending on the day immediately preceding the fourteenth (14<sup>th</sup>) monthly anniversary of the Suite 320 Commencement Date, both dates inclusive (it being agreed that if no such monthly anniversary is possible in any month due to the number of calendar days in such month, the applicable monthly anniversary will be deemed to occur on the last day of such month);

(iv) for Suites 630/650, one hundred percent (100%) of each monthly installment of Base Rent payable for Suites 630/650 for the period commencing on the Suites 630/650 Commencement Date and ending on the day immediately preceding the fourteenth (14<sup>th</sup>) monthly anniversary of the Suites 630/650 Commencement Date, both dates inclusive (it being agreed that if no such monthly anniversary is possible in any month due to the number of calendar days in such month, the applicable monthly anniversary will be deemed to occur on the last day of such month);

(v) for Suite 400, a portion of the fourteen (14) monthly installments of abatement of Base Rent for Expansion Space A based on the ratio that the number of months remaining in the Fourteenth Amendment Extension Term on the Suite 400 Commencement Date bears to 123 months (i.e., the total number of months in the Fourteenth Amendment Extension Term). For purposes of example only, if the Suite 400 Commencement Date occurs on May 1, 2025 (i.e., with 105 months remaining in the Fourteenth Amendment Extension Term, which is 85.37% of the 123 months in the entire Fourteenth Amendment Extension Term), the abatement of Base Rent for Suite 400 will mean an abatement of one hundred percent (100%) of each monthly installment of Base Rent payable for Suite 400 for a period of 11.95 months (i.e., 14 months x .8537).

(vi) for Suite 300, a portion of the fourteen (14) monthly installments of abatement of Base Rent for Expansion Space A based on the ratio that the number of months remaining in the Fourteenth Amendment Extension Term on the Suite 300 Commencement Date bears to 123 months (i.e., the total number of months in the Fourteenth Amendment Extension Term), calculated in the manner shown for purposes of example only in clause (v) of this Paragraph 4(b).

(c) If an Event of Default by Tenant exists under the Lease (as amended) at a time that any such abatement pursuant to Paragraph 4(b) of this Amendment would otherwise be applicable, but neither the Lease (as amended) nor Tenant's right to possession of the Premises (as modified) is terminated in connection therewith, then such abatement shall not be forfeited, but shall be tolled during the pendency of such Event of Default and shall be reinstated if and when such Event of Default is cured. In addition, if Tenant would be entitled under any other express provision of the Lease to an abatement of Base Rent for any other reason (e.g., a fire or other casualty) at a time that any such abatement pursuant to Paragraph 4(b) would otherwise be applicable, then the abatement contemplated by Paragraph 4(b) shall be tolled during the pendency of such other abatement and shall be reinstated when such other abatement ends so as to provide Tenant with the benefit of the full abatement provided pursuant to Paragraph 4(b).

(d) Landlord shall return the Excess Rent Payment to Tenant within thirty (30) days after the Amendment Date. If Landlord fails timely to do so, then Tenant shall have the same rights and remedies with respect to the Excess Rent Payment as would be applicable to any Overdue Allowance (as hereinafter defined), on the terms and subject to the conditions set forth in Section 4(f) of Attachment B, mutatis mutandis.

5. Expenses and Taxes.

(a) Tenant shall continue to pay to Landlord during the Fourteenth Amendment Extension Term Tenant's Pro Rata Share of each of the Expense Excess and the Tax Excess (as each such term is defined in Section 5.02.A of the Original Lease), without set off, deduction or demand (except as otherwise specifically set forth in the Lease, as amended hereby), as more particularly set forth below and otherwise in accordance with the provisions of Article 5 of the Original Lease.

(i) For and with respect to the Existing Space, commencing on the first anniversary of the Fourteenth Amendment Extension Commencement Date and continuing during the Fourteenth Amendment Extension Term, Tenant shall pay to Landlord Tenant's Pro Rata Share of the Expense Excess and the Tax Excess, except that (A) the "**Base Year**" shall be deemed to mean calendar year 2024 for purposes of the Fourteenth Amendment Extension Term (and accordingly, Tenant shall not be required to pay any increases in Expenses or Taxes for the Existing Space for the period commencing on the Fourteenth Amendment Extension Commencement Date and ending on the day before the first anniversary thereof, both dates inclusive), (B) Tenant's "**Pro Rata Share**" for the Existing Space shall be deemed to mean 73.33% for the Fourteenth Amendment Extension Term (based on 257,824 rentable square feet in the Building and 189,058 rentable square feet in the Existing Space), and (C) the Controllable Expenses Cap shall be reset for the Existing Space to commence with calendar year 2025 and accordingly, (I) the first Controllable Expenses Cap for the Existing Space shall be the actual amount of Controllable Expenses for calendar year 2024 multiplied by one hundred five percent (105%) (and the Controllable Expenses Cap for the Existing Space for each calendar year thereafter shall be calculated by multiplying the actual amount of Controllable Expenses for the prior calendar year or, if less, the Controllable Expenses Cap for the Existing Space for the prior calendar year, by 105%), and (II) all references in the Lease to the Controllable Expenses Cap with respect to the Existing Space shall be deemed to mean the Controllable Expenses Cap as modified hereby.

(ii) For and with respect to Suite 250, commencing on the first anniversary of the Suite 250 Commencement Date and continuing during the remainder of the Fourteenth Amendment Extension Term, Tenant shall pay to Landlord Tenant's Pro Rata Share of the Expense Excess and the Tax Excess, except that, (A) the "**Base Year**" shall be deemed to mean calendar year 2024 for purposes of the Fourteenth Amendment Extension Term (and accordingly, Tenant shall not be required to pay any increases in Expenses or Taxes for Suite 250 for the period commencing on January 1, 2024 and ending on the day before the first anniversary of the Suite 250 Commencement Date, both dates inclusive), (B) Tenant's "**Pro Rata Share**" for Suite 250 shall be deemed to mean 1.77% for the Fourteenth Amendment Extension Term (based on 257,824 rentable square feet in the Building and 4,555 rentable square feet in Suite 250), and (C) the Controllable Expenses Cap shall be reset for Suite 250 to commence with calendar year 2025 and accordingly, (I) the first Controllable Expenses Cap for Suite 250 shall be the actual amount of Controllable Expenses for calendar year 2024 multiplied by one hundred five percent (105%) (and the Controllable Expenses Cap for Suite 250 for each calendar year thereafter shall

be calculated by multiplying the actual amount of Controllable Expenses for the prior calendar year or, if less, the Controllable Expenses Cap for Suite 250 for the prior calendar year, by 105%), and (II) all references in the Lease to the Controllable Expenses Cap with respect to Suite 250 shall be deemed to mean the Controllable Expenses Cap as modified hereby.

(iii) For and with respect to Suite 320, commencing on the first anniversary of the Suite 320 Commencement Date and continuing during the remainder of the Fourteenth Amendment Extension Term, Tenant shall pay to Landlord Tenant's Pro Rata Share of the Expense Excess and the Tax Excess, except that, (A) the "**Base Year**" shall be deemed to mean calendar year 2024 for purposes of the Fourteenth Amendment Extension Term (and accordingly, Tenant shall not be required to pay any increases in Expenses or Taxes for Suite 320 for the period commencing on January 1, 2024 and ending on the day before the first anniversary of the Suite 320 Commencement Date, both dates inclusive), (B) Tenant's "**Pro Rata Share**" for Suite 320 shall be deemed to mean 2.07% for the Fourteenth Amendment Extension Term (based on 257,824 rentable square feet in the Building and 5,336 rentable square feet in Suite 320), and (C) the Controllable Expenses Cap shall be reset for Suite 320 to commence with calendar year 2025 and accordingly, (I) the first Controllable Expenses Cap for Suite 320 shall be the actual amount of Controllable Expenses for calendar year 2024 multiplied by one hundred five percent (105%) (and the Controllable Expenses Cap for Suite 320 for each calendar year thereafter shall be calculated by multiplying the actual amount of Controllable Expenses for the prior calendar year or, if less, the Controllable Expenses Cap for Suite 320 for the prior calendar year, by 105%), and (II) all references in the Lease to the Controllable Expenses Cap with respect to Suite 320 shall be deemed to mean the Controllable Expenses Cap as modified hereby.

(iv) For and with respect to Suites 630/650, commencing on the first anniversary of the Suites 630/650 Commencement Date and continuing during the remainder of the Fourteenth Amendment Extension Term, Tenant shall pay to Landlord Tenant's Pro Rata Share of the Expense Excess and the Tax Excess, except that, (A) the "**Base Year**" shall be deemed to mean calendar year 2024 for purposes of the Fourteenth Amendment Extension Term (and accordingly, Tenant shall not be required to pay any increases in Expenses or Taxes for Suites 630/650 for the period commencing on January 1, 2024 and ending on the day before the first anniversary of the Suites 630/650 Commencement Date, both dates inclusive), (B) Tenant's "**Pro Rata Share**" for Suites 630/650 shall be deemed to mean 4.54% for the Fourteenth Amendment Extension Term (based on 257,824 rentable square feet in the Building and 11,708 rentable square feet in Suites 630/650), and (C) the Controllable Expenses Cap shall be reset for Suites 630/650 to commence with calendar year 2025 and accordingly, (I) the first Controllable Expenses Cap for Suites 630/650 shall be the actual amount of Controllable Expenses for calendar year 2024 multiplied by one hundred five percent (105%) (and the Controllable Expenses Cap for Suite 630/650 for each calendar year thereafter shall be calculated by multiplying the actual amount of Controllable Expenses for the prior calendar year or, if less, the Controllable Expenses Cap for Suites 630/650 for the prior calendar year, by 105%), and (II) all references in the Lease to the Controllable Expenses Cap with respect to Suites 630/650 shall be deemed to mean the Controllable Expenses Cap as modified hereby.

(v) For and with respect to Suite 400, commencing on the first anniversary of the Suite 400 Commencement Date and continuing during the remainder of the Fourteenth Amendment Extension Term, Tenant shall pay to Landlord Tenant's Pro Rata Share of the Expense Excess and the Tax Excess, except that, (A) the "**Base Year**" shall be deemed to mean calendar year 2025 for purposes of the Fourteenth Amendment Extension Term (and accordingly, Tenant shall not be required to pay any increases in Expenses or Taxes for Suite 400 for the period commencing on January 1, 2025 and ending on the day before the first anniversary of the Suite 400 Commencement Date, both dates inclusive), (B) Tenant's "**Pro Rata Share**" for Suite 400 shall be deemed to mean 9.11% for the Fourteenth Amendment Extension Term (based on 257,824 rentable square feet in the Building and 23,493 rentable square feet in Suite 400), and (C) the Controllable Expenses Cap shall be reset for Suite 400 to commence with calendar year 2026 and accordingly, (I) the first Controllable Expenses Cap for Suite 400 shall be the actual amount of Controllable Expenses for calendar year 2025 multiplied by one hundred five percent (105%) (and the Controllable Expenses Cap for Suite 400 for each calendar year thereafter shall be calculated by multiplying the actual amount of Controllable Expenses for the prior calendar year or, if less, the Controllable Expenses Cap for Suite 400 for the prior calendar year, by 105%), and (II) all references in the Lease to the Controllable Expenses Cap with respect to Suite 400 shall be deemed to mean the Controllable Expenses Cap as modified hereby.

(vi) For and with respect to Suite 300, commencing on the first anniversary of the Suite 300 Commencement Date and continuing during the remainder of the Fourteenth Amendment Extension Term, Tenant shall pay to Landlord Tenant's Pro Rata Share of the Expense Excess and the Tax Excess, except that, (A) the "**Base Year**" shall be deemed to mean calendar year 2025 (if the Suite 300 Commencement Date occurs on or before June 30, 2025) or calendar year 2026 (if the Suite 300 Commencement Date occurs on or after July 1, 2025) for purposes of the Fourteenth Amendment Extension Term (and accordingly, Tenant shall not be required to pay any increases in Expenses or Taxes for Suite 300 for the period commencing on January 1, 2025 (if the Base Year is calendar year 2025) or January 1, 2026 (if the Base Year is calendar year 2026) and ending on the day before the first anniversary of the Suite 300 Commencement Date, both dates inclusive), (B) Tenant's "**Pro Rata Share**" for Suite 300 shall be deemed to mean 4.58% for the Fourteenth Amendment Extension Term (based on 257,824 rentable square feet in the Building and 11,811 rentable square feet in Suite 300), and (C) the Controllable Expenses Cap shall be reset for Suite 300 to commence with calendar year 2026 (if the Suite 300 Commencement Date occurs on or before June 30, 2025) or calendar year 2027 (if the Suite 300 Commencement Date occurs on or after July 1, 2025) and accordingly, (I) the first Controllable Expenses Cap for Suite 300 shall be the actual amount of Controllable Expenses for calendar year 2025 (if the Base Year is calendar year 2025) or calendar year 2026 (if the Base Year is calendar year 2026) multiplied by one hundred five percent (105%) (and the Controllable Expenses Cap for Suite 300 for each calendar year thereafter shall be calculated by multiplying the actual amount of Controllable Expenses for the prior calendar year or, if less, the Controllable Expenses Cap for Suite 300 for the prior calendar year, by 105%), and (II) all references in the Lease to the Controllable Expenses Cap with respect to Suite 300 shall be deemed to mean the Controllable Expenses Cap as modified hereby.

(b) Effective from and after the Fourteenth Amendment Extension Commencement Date, (i) the phrase “, the Fourteenth Amendment Extension Term and, if exercised in accordance with the applicable provisions of the Lease (as amended hereby), the First Renewal Term and the Second Renewal Term” shall be inserted following the phrase “initial Lease Term” in clause (b) of Section 5.03.A of the Original Lease, and (ii) during each Base Year with respect to the Fourteenth Amendment Extension Term and, if exercised in accordance with the applicable provisions of the Lease (as amended hereby), the First Renewal Term and the Second Renewal Term, the management fees included in Expenses shall not be less than three percent (3%) of the gross revenue of the Building without giving effect to any abatement.

(c) Effective from and after the Fourteenth Amendment Extension Commencement Date, the second and third sentences of Section 5.03.D of the Original Lease shall be deleted and replaced with the following language:

The “**Controllable Expenses Cap**” for each calendar year shall be calculated by multiplying the actual amount of Controllable Expenses for the prior calendar year (or, if less, the Controllable Expenses Cap for the prior calendar year) times one hundred five percent (105%).

(d) Any shortfall existing under the third sentence of Section 5.03.D of the Original Lease as of the day before the Fourteenth Amendment Extension Commencement Date shall be waived and shall not be carried forward.

(e) Notwithstanding anything to the contrary contained in the Lease (as modified hereby), in the event that Tenant requests that Landlord (i) provide any additional items or services for the Building that are not provided as of the Amendment Date and (ii) pass through the costs of such additional items or services in Expenses, and Landlord so agrees (no such obligation to be implied hereby), the costs incurred for such additional items or services shall be deemed not to constitute Controllable Expenses unless otherwise agreed in writing by Landlord and Tenant.

#### 6. Storage Space.

(a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord (i) those certain storage areas located on the lower level of the Building in the area labelled “Expansion Storage Space” on Attachment E hereto, expressly excluding the area therein labelled “Telco” on Attachment E (the “**Expansion Storage Space**”), and (ii) those two (2) certain storage areas located on the lower level of the Building in the areas labelled “Post Single Tenant Date Storage” on Attachment E hereto (the “**Post Single Tenant Date Storage**”), in the respective as-is condition thereof on the date Tenant is first permitted to access the same. In addition thereto, the Occupancy License hereby is deemed to be terminated effective as of the day immediately preceding the Amendment Date, and from and after the Amendment Date, the storage areas that were licensed pursuant to the Occupancy License (i.e., storage areas B108 and

B111) hereby are deemed to be leased pursuant to the Lease (as amended hereby) as part of the Existing Storage Space, in the as-is condition thereof as of the Amendment Date, for a Term that is coterminous with remainder of the Existing Storage and on all terms and conditions of the Lease (as amended hereby) that are applicable with respect thereto. The Expansion Storage Space and the Post Single Tenant Date Storage, together with the Existing Storage Space leased by Tenant as of the Amendment Date (which Existing Storage Space, totaling approximately 2,247 square feet in the aggregate, is located on the lower level of the Building in the areas labelled "Existing Storage Space" on Attachment E hereto), comprises all of the storage space for tenants located in the Building as of the Amendment Date. The Term with respect to the Expansion Storage Space shall commence on the Amendment Date (and Tenant shall be permitted access to the Expansion Storage Space from and after such date), and shall continue for the remainder of the Fourteenth Amendment Extension Term (and any extension thereof in accordance with the terms of the Lease, as amended hereby). The Term with respect to the Post Single Tenant Date Storage shall commence on the Post-Single Tenant Date (and Tenant shall be permitted access to the Post Single Tenant Date Storage from and after such date), and shall continue for the remainder of the Fourth Amendment Extension Term (and any extension thereof in accordance with the terms of the Lease, as amended hereby).

(b) From and after (i) the Amendment Date, all of the terms and conditions of the Lease (as amended hereby) that are applicable to the Existing Storage Space (including without limitation, Paragraph 8 of Exhibit F to the Original Lease) shall be applicable with respect to the Expansion Storage Space, and all references in the Lease to the "Storage Space" shall be deemed to mean the Expansion Storage Space and the Existing Storage Space, and (ii) the Single-Tenant Date, all of the terms and conditions of the Lease (as amended hereby) that are applicable to the Existing Storage Space (including without limitation, Paragraph 8 of Exhibit F to the Original Lease) shall be applicable with respect to the Post Single Tenant Date Storage, and all references in the Lease to the "Storage Space" shall be deemed to mean the Expansion Storage Space, the Post Single Tenant Date Storage and the Existing Storage Space; provided, however, that Tenant shall not be required to pay any Storage Space Rent or Additional Storage Space Rent (or any Occupancy Charge) for the Expansion Storage Space, the Post Single Tenant Date Storage or the Existing Storage Space.

(c) Tenant hereby expressly acknowledges and agrees that (i) the area labelled "Telco" on Attachment E (the "**Telco Room**"), although located with the boundaries of the Expansion Storage Space, is not part of the Expansion Storage Space and Tenant shall have no right to use or access the Telco Room, and (ii) Landlord shall have the right, at any time and from time to time, to access the Expansion Storage Space in order to access and use the Telco Room in connection with the operation of the Building. Tenant hereby grants to Landlord the right to access the Expansion Storage Space at such times as Landlord desires to access and use the Telco Room (without any prior notice to or consent by Tenant), and Tenant agrees to provide Landlord with all keys necessary for Landlord to so access the Expansion Storage Space for such purpose.

7. Condition; Restoration.

(a) Tenant (i) shall accept and continue to occupy the Existing Space and the Existing Storage Space each in its “as is” condition as of the Fourteenth Amendment Extension Commencement Date, (ii) shall accept each Suite of Expansion Space A and Expansion Space B in the applicable Delivery Condition and on the applicable Delivery Date therefor, (iii) shall accept the Expansion Storage Space in the as-is condition thereof as of the Amendment Date, and (iv) shall accept the Post Single Tenant Date Storage in the as-is condition thereof as of the Single-Tenant Date. Any improvements desired by Tenant and approved by Landlord shall be performed in accordance with Attachment B hereto. Except as otherwise expressly set forth in this Amendment, and except with respect to Landlord’s on-going repair, maintenance and legal compliance obligations expressly provided in the Lease, Landlord is under no obligation to make any alterations, decorations, additions or improvements in or to the Premises or any other part of the Building, or to provide any allowance therefor, in connection with the extension of the Term for the Fourteenth Amendment Extension Term, on account of the expansion of the Existing Space to include the Expansion Space A and the Expansion Space B, or on account of the expansion of the Existing Storage Space to include the Expansion Storage Space and the Post Single Tenant Date Storage.

(b) Notwithstanding anything to the contrary contained in the Lease, Tenant shall *not* be required to remove upon the expiration or earlier termination of the Term (i) any improvements, including without limitation, any Cable (as defined in 11.01 of the Original Lease), installed in the Existing Space or the Existing Storage Space as of the Amendment Date, however, all Tenant obligations under the Lease for removal and restoration of Required Removables (as defined in the Original Lease) located outside of the Existing Space (including without limitation, any exterior Building signs, Rooftop Equipment and Generator and Generator Support Area) shall remain in full force and effect, (ii) any improvements performed by or on behalf of Tenant from and after the Amendment Date that (A) the Lease (as amended hereby) does not expressly require Tenant to remove and/or (B) do not constitute Required Removables for which Landlord gave notice to Tenant in writing at the time of approval of the plans and specifications therefor that such improvements would have to be removed upon the expiration or earlier termination of the Term; provided, however, that to the extent any of the improvements described in Paragraph 3(b) of Attachment B other than (I) turnstiles and other access control measures and (II) signage constitute Required Removables, Landlord shall not require their removal (it being hereby acknowledged that Landlord shall be entitled to require removal for the improvements described in Paragraph 3(b) of Attachment B comprised of turnstiles and other access control measures and signage), and (iii) any Cable installed from and after the Amendment Date.

#### 8. Signs.

(a) All of the terms and conditions of the Lease with respect to Tenant’s signage rights and obligations shall remain unchanged and in full force and effect with respect to the Fourteenth Amendment Extension Term except as otherwise expressly set forth in this



Paragraph 8. In addition thereto, Tenant shall have the following additional signage rights commencing on the Amendment Date:

(i) Tenant shall have the right, at Tenant's sole cost and expense (subject to the Signage Allowance), to install signage identifying Tenant (and/or any subtenant that is consistent with the Class A nature of the Building and that is approved by Landlord or for which no Landlord approval is required pursuant to the Lease, as applicable, an "**Approved Subtenant**") on each floor of the Building on which Tenant leases the entire rentable area, provided that no such signage that is readily visible from the exterior of the Building shall be installed without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed provided the same is professionally prepared and consistent with the signage standards applicable to other Class A office buildings comparable to the Building in the Market Area. Notwithstanding the foregoing, solely with respect to signage installed on the interior of the Building pursuant to this Paragraph 8(a)(i), an "Approved Subtenant" shall be deemed to mean, from and after the Single-Tenant Date (as hereinafter defined), any subtenant permitted pursuant to the Lease (as amended hereby).

(ii) Tenant shall have the right, at Tenant's sole cost and expense (subject to the Signage Allowance), to install signage identifying Tenant (and/or any Approved Subtenant) in the main Building lobby, upon Tenant's request and Landlord's review and approval of all components thereof, which consent shall not be unreasonably withheld, conditioned or delayed provided the same is professionally prepared and consistent with the signage standards applicable to other Class A office buildings comparable to the Building in the Market Area (taking into account any remaining multi-office-tenant occupancy of the Building, if applicable, but disregarding any non-office occupancy), provided the same is permitted pursuant to all applicable Laws and, following the Single-Tenant Date, so long as Tenant is leasing the entire rentable area of all office space in the Building.

(iii) Solely if and to the extent there remains unused signage density from time to time during the Term of the Lease that is specifically allocated to the Building for signage on the exterior of the Building (excluding unused signage density created after the Amendment Date by virtue of the Surface Parking Redevelopment, as hereinafter defined), so long as Tenant is leasing the entire rentable area of all office space in the Building, Tenant shall have the right, at Tenant's sole cost and expense (subject to the Signage Allowance), to install additional signage on the exterior of the Building identifying Tenant (and/or any Approved Subtenant) solely to the extent of such unused Building signage density, if any, taking into account the existing Top of Building Signs and First Floor Sign to which Tenant is entitled pursuant to the terms of the Lease, in accordance with the terms hereof. It is hereby acknowledged and agreed that any square footage limitations set forth in the Lease with respect to the existing Top of Building Signs and First Floor Sign shall not be applied to limit any unused signage density to which Tenant otherwise may be entitled from time to time pursuant to this Paragraph 8(a)(iii). Upon Tenant's request for such additional signage on the exterior of the Building and Landlord's review and approval of all components thereof (which approval shall not be unreasonably withheld, conditioned or delayed provided the same is professionally

prepared and consistent with the signage standards applicable to other Class A office buildings comparable to the Building in the Market Area), provided the same is permitted pursuant to all applicable Laws, Tenant shall have the right to install such additional signage on the exterior of the Building, subject to and in accordance with all terms and conditions of the Lease applicable with respect to exterior Building signage, except as otherwise expressly set forth in this Paragraph 8(a)(iii). Accordingly, no other Building tenant shall be granted any exterior Building signage rights from and after the date of this Amendment to the extent that Tenant is entitled to the same pursuant to the terms of this Paragraph 8(a)(iii), other than any Building retail tenant (excluding any Building retail tenant operating a Deli, as defined below, in its premises) leasing any ground floor space in the Building (including without limitation, any future ground floor retail tenant that does not operate a Deli in its premises if Tenant surrenders any ground floor space in the Building, no such right to be implied hereby).

(iv) Tenant shall have the right, at Tenant's sole cost and expense (subject to the Signage Allowance), either to have the exclusive use of the Building monument sign existing as of the Amendment Date, or to install a new monument sign to replace the existing monument sign, in either case for the sole purpose of identifying Tenant (and/or any Approved Subtenant), upon Tenant's request, which request shall be provided to Landlord in writing at least sixty (60) days prior to the date on which Tenant desires to pursue any governmental or quasi-governmental permits or approvals required in connection with a desired increase in the size or location of the monument sign, and Landlord's review and approval of all components thereof (including without limitation, the size and location thereof), which approval shall not be unreasonably withheld, conditioned or delayed provided the same is professionally prepared and consistent with the signage standards applicable to other Class A office buildings comparable to the Building in the Market Area, provided the same is permitted pursuant to all applicable Laws, and subject to and in accordance with the terms and conditions of Paragraph 9.B of Exhibit F to the Original Lease (except as otherwise expressly set forth in this Paragraph 8(a)(iv)).

(b) The following provisions of Exhibit F to the Original Lease are hereby deleted:

(i) Clauses (a) through (d), inclusive, of the first sentence of Section 9(A)(i);

(i) The second sentence of Section 9(A)(i);

(ii) Clauses (a) and (b) of Section 9(A)(ii);

(iii) Any references in Section 9(A)(iii) to provisions deleted by other provisions of this subsection (b);

(iv) The last two sentences of Section 9(A)(iii); and

(v) The first and last sentences of Section 9(B).

(c) Clauses (b) and (c) of the second sentence of Paragraph 8 of the Third Amendment are hereby deleted. The third through fifth sentences (inclusive) of Paragraph 8 of the Third Amendment are hereby deleted.

(d) Notwithstanding anything to the contrary contained in the Lease, except to the extent required by applicable Laws (and, prior to February 1, 2026, subject to the rights existing as of the Amendment Date of other office tenants of the Building), (i) Tenant shall have the exclusive right to signage on the Building, and no other person or entity shall have any right to signage on the Building, other than any Building retail tenant (excluding any Building retail tenant operating a Deli in its premises) leasing any ground floor space in the Building (including without limitation, any future ground floor retail tenant that does not operate a Deli in its premises if Tenant surrenders any ground floor space in the Building, no such right to be implied hereby), (ii) Landlord shall not install (or permit any tenant to install) signage identifying any specific tenant in the Designated Surface Parking Area, (iii) Landlord shall not install (or permit any tenant to install) signage identifying any specific tenant in a SPRA Portion (as hereinafter defined) prior to the date on which Landlord first exercises its rights under Paragraph 9(b)(ii) below by activation of, or mobilization or other commencement of the Surface Parking Redevelopment on, such SPRA Portion (as applicable, the “**Surface Parking Redevelopment Commencement**”), and (iii) Landlord shall not install (or permit any tenant to install) signage identifying any specific tenant on the North exterior facade of the Garage. Each of the following shall constitute an “**SPRA Portion**”: (1) the portion of the Surface Parking Redevelopment Area that is shown *with* cross-hatching on Attachment C-3 hereto and (2) the portion of the Surface Parking Redevelopment Area that is shown *without* cross-hatching on Attachment C-3 hereto.

(e) Notwithstanding anything to the contrary contained in the Lease, all references in the Lease to Tenant’s signage rights being conditioned on there existing no Default by Tenant under the Lease hereby are deemed to mean no existing monetary or material non-monetary Default by Tenant under the Lease.

#### 9. Parking.

(a) (i) Landlord and Tenant hereby acknowledge and agree that, as of the Amendment Date (prior to any change pursuant to this Paragraph 9), Tenant is entitled to the reserved parking spaces in the Garage in the aggregate number and locations that are shown on Attachment C-1 attached hereto. Notwithstanding anything to the contrary contained in the Lease, commencing on the Amendment Date, in lieu of the parking spaces shown on Attachment C-1, Tenant shall be entitled to the reserved parking spaces in the Garage in the number and locations that are shown on Attachment C-2 hereto.

(ii) In addition to the reserved parking spaces in the Garage to which Tenant is entitled pursuant to Paragraph 9(a)(i) above, upon the Suite 250 Commencement Date, the number of unreserved Parking Permits to which Tenant is entitled shall be increased by 15,

upon the Suite 320 Commencement Date, the number of unreserved Parking Permits to which Tenant is entitled shall be increased by 16, upon the Suites 630/650 Commencement Date, the number of unreserved Parking Permits to which Tenant is entitled shall be increased by 35, upon the Suite 300 Commencement Date, the number of unreserved Parking Permits to which Tenant is entitled shall be increased by 38, and upon the Suite 400 Commencement Date, the number of unreserved Parking Permits to which is entitled shall be increased by 76, all of which Parking Permits shall be subject to and leased by Tenant in accordance with the terms and conditions of the Lease (as amended hereby); provided, however, that if and to the extent any such Parking Permits comprise supplemental Parking Permits to which Tenant already has rights under the Lease, the new Parking Permit rights on account of the expansion of the Premises pursuant to this Amendment shall be deemed to be one and the same as the existing supplemental Parking Permits to which Tenant has the right under the Lease. Upon the occurrence of all of the Suite 250 Commencement Date, the Suite 320 Commencement Date, the Suites 630/650 Commencement Date, the Suite 300 Commencement Date and the Suite 400 Commencement Date, Tenant will be entitled to a total of forty-seven percent (47%) of all parking permits for the Garage, inclusive of the Parking Permits for the reserved spaces in the Garage to which Tenant is entitled pursuant to Paragraph 9(a)(i) above, which Parking Permits for the Garage together with the Parking Permits for the Designated Surface Parking Spaces to which Tenant is entitled pursuant to Paragraph 9(b)(i) below, total 827 Parking Permits in the aggregate.

(b) (i) The parking rights for the surface parking lot serving the Building to which Tenant is entitled pursuant to Paragraph 1 of the Seventh Amendment shall remain in full force and effect for the period commencing on the Amendment Date and continuing through June 30, 2026 (both dates inclusive). Commencing on July 1, 2026, Tenant shall have the exclusive right to park in the Designated Surface Parking Area outlined in red and shown on Attachment C-3 hereto, which area contains a total of 99 parking spaces (the “**Designated Surface Parking Spaces**”) solely during the hours of 6:00 a.m. to 6:00 p.m. on Monday through Friday (the “**Designated Surface Parking Hours**”). Any signage, access restrictions and the like restricting access to such Designated Surface Parking Spaces shall clearly be limited to the Designated Surface Parking Hours. Such Designated Surface Parking Spaces shall remain subject to Landlord’s commercially reasonable rules and regulations, as the same may reasonably be modified from time to time, of which Tenant is provided with reasonable prior notice. Landlord and Tenant shall work together in good faith to address any issues arising from time to time with respect to the restricted access for such Designated Surface Parking Spaces. If and to the extent that, during the Fourteenth Amendment Extension Term, the tenants under those certain leases between Landlord’s affiliates, as landlord, and Booz Allen Hamilton Inc., as tenant, for 8283 and 8285 Greensboro Drive, no longer have rights (the “**BAH Parking Rights**”) to park in the portion of the Surface Parking Redevelopment Area that is shown with cross-hatching on Attachment C-3 hereto (the “**BAH Parking Area**”), then solely during the period, if any, commencing on the date immediately following the last day on which the BAH Parking Rights exist and ending on the day immediately preceding the Surface Parking Redevelopment Commencement with respect thereto (of which Landlord shall provide Tenant with reasonable prior written notice) (the “**Interim Parking Period**”), Tenant shall have the exclusive right to park in the BAH Parking Area solely during the Designated Surface Parking Hours (the

“**Interim Parking Rights**”). All of the terms and conditions of the Lease (as amended hereby) with respect to Tenant’s right to park in the Designated Surface Parking Spaces will be applicable to the Interim Parking Rights, except that (A) such right shall be applicable solely for the Interim Parking Period, and (B) the Monthly Permit Fee payable by Tenant to Landlord for such Interim Parking Rights during the Interim Parking Period shall be an amount equal to \$3,400.00 per month, which Monthly Permit Fee for the Interim Parking Rights shall be increased every twelve (12) months (or portion thereof) thereafter during the Interim Parking Period by an amount equal to 2% of the amount of the Monthly Parking Fee payable for the Interim Parking Rights for the immediately preceding twelve (12)-month period.

(ii) Notwithstanding anything to the contrary contained in the Lease (as amended hereby), Landlord shall not have the right to relocate the Designated Surface Parking Spaces at any time during the Fourteenth Amendment Extension Term. Landlord hereby agrees that it will discuss with Tenant any plans that Landlord undertakes to modify the use of the area outlined in blue and shown on Attachment C-3 hereto (such area, the “**Surface Parking Redevelopment Area**,” and any such modification, the “**Surface Parking Redevelopment**”), and Landlord will consider in good faith any commercially reasonable input that Tenant timely provides with respect to any such Surface Parking Redevelopment; however, during the Fourteenth Amendment Extension Term, (1) any development and/or modification of the Surface Parking Redevelopment Area shall not include any buildings in the Surface Parking Redevelopment Area in excess of two (2) stories and approximately forty-five feet (45’) in height and shall be commensurate (in design, construction, use and operation) with comparable Class A mixed-use developments in the Tysons submarket of Fairfax County, Virginia, (2) any signage located on the Surface Parking Redevelopment Area shall solely relate to the Surface Parking Redevelopment and shall not reduce the signage specifically allocated to the Building or expressly allocated to Tenant pursuant to the Lease (as amended hereby), (3) the Surface Parking Redevelopment shall not impede the loading, parking and/or pedestrian and vehicular access to the Building and/or the Garage from that existing as of the Amendment Date without alternate commercially reasonable loading, parking and/or pedestrian and/or vehicular access (as applicable) being provided on an uninterrupted basis at no cost to Tenant, and (4) any trash and/or loading area contained in the Surface Parking Redevelopment Area shall be reasonably screened if and to the extent it is readily visible from the Building and adversely impacts the view therefrom.

(c) Notwithstanding anything to the contrary contained in the Lease (as amended hereby), (i) Tenant shall continue to pay, as additional rent, for all Parking Permits to which Tenant is entitled under the Lease (as amended hereby) through June 30, 2026, in an amount equal to \$14,720.00 per month (the “**Monthly Permit Fee**”), (ii) commencing on July 1, 2026, the amount of the Monthly Permit Fee payable by Tenant under the Lease (as amended hereby) shall be increased to an amount equal to \$40,000.00 per month, and (iii) commencing on July 1, 2027, and continuing on July 1 of each year thereafter during the Fourteenth Amendment Extension Term, the Monthly Permit Fee shall be increased by an amount equal to 2% of the amount of the Monthly Permit Fee payable for the immediately preceding twelve (12)-month period (without regard to any abatement or offset applicable thereto).

10. Building Access.

(a) Tenant, at Tenant's sole cost and expense, shall have the right to station a lobby attendant at the existing reception desk in the Building lobby (and any replacement reception desk installed therein by Tenant in accordance with the Lease, as amended hereby, whether before or after the Single-Tenant Date) in order to greet, check-in and assist Tenant's invitees and other guests to the Premises and to have appropriate identification signage at such desk which is mutually acceptable to Landlord and Tenant (Landlord's acceptance shall not be unreasonably withheld, conditioned or delayed provided such identification signage is professionally prepared and consistent with the signage standards applicable to other Class A office buildings comparable to the Building in the Market Area, taking into account any remaining multi-office-tenant occupancy of the Building, if applicable, but disregarding any non-office occupancy). Such lobby attendant shall either be (i) an employee of Tenant or (ii) a professional lobby attendant provided by a reputable, licensed and insured contractor with experience providing comparable services in buildings comparable to the Building in the Market Area and otherwise reasonably approved by Landlord. Such lobby attendant shall not carry a weapon or otherwise be armed at any time. Tenant shall cause such lobby attendant not to interfere with Landlord's reception (if any) and other Building operations, nor to impede any party's access rights to other Building premises or to the Building cafe, and to comply with such commercially reasonable rules and regulations as Landlord shall adopt from time to time. For all purposes of the Lease (as amended hereby), Tenant's lobby attendant shall be deemed to be an agent of Tenant and all acts and omissions of Tenant's lobby attendant shall be deemed to be the acts and omissions of Tenant.

(b) Solely if permitted pursuant to applicable Laws in effect from time to time and the covenants, conditions and restrictions governing the Building or the Land in effect from time to time (Landlord hereby agreeing that unless required by applicable Laws, after the Amendment Date Landlord shall not voluntarily enter into any covenants, conditions or restrictions governing the Building or the Land that would adversely affect Tenant's express rights under this Paragraph 10(b)), Tenant shall have the right, at Tenant's sole cost and expense, to engage an armed security contractor to be stationed solely in the interior of the Premises at all times prior to the Single-Tenant Date and solely in the interior of the Building from and after the Single-Tenant Date, and expressly not to access, roam or loiter in any portion of the Building outside of the interior of the Premises prior to the Single-Tenant Date, and expressly not to access, roam or loiter on any portion of the Garage or any other area of the Land outside the Building at any time (other than at such times as are necessary (w) to escort Tenant's employees and other invitees to and from the Premises, the Garage and the Designated Surface Parking Area, as applicable, or (x) in the event of an imminent threat of bodily harm to Tenant's employees or other invitees, in which case Tenant shall provide notice thereof (which may be by email) to the Building manager within 48 hours of any such occurrence, which notice shall include the actions taken by the security contractor with respect thereto, or (y) in the event of an emergency evacuation of the Building for a fire alarm or other similar Building emergency, or (z) to be stationed at the Private Outdoor Area as reasonably needed for access control during

Tenant's hosting of company events in the Private Outdoor Area), subject to satisfaction of all terms and conditions of this Paragraph 10(b): (i) such security contractor shall be subject to Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed, and shall be bonded, licensed, and employed by Tenant or another reputable security company, (ii) the security contractor shall maintain personal possession of any and all firearms and ammunition at all times and shall never place, leave or store any firearm or any ammunition in the Premises or other areas outside of such security contractor's personal possession (other than in a locked gun safe to be located in Tenant's secure operations center in the Premises, which locked gun safe shall not be accessible by Landlord's employees, agents or contractors), (iii) at all times while the security contractor is accessing the Land to enter or exit the Premises, any and all firearms and ammunition in such security contractor's possession shall be concealed from public view and such security contractor shall be dressed in plain clothes (i.e., not wearing a security uniform), and (iv) Landlord shall have the right to revoke Tenant's rights pursuant to this Paragraph 10(b) if Tenant, or Tenant's security contractor, fails to comply with any of the terms and conditions of this Paragraph 10(b) within two (2) business days after Landlord notifies Tenant in writing of such failure (which notice may be provided solely by email to [\*\*\*] and [\*\*\*] (or such replacement email address(es) of which Landlord receives reasonable prior written notice); provided, however, that Landlord shall not be required to give Tenant such notice more than two (2) times in any twelve (12)-month period with respect to the same or substantially similar violations of this Paragraph 10(b), and upon the third (3<sup>rd</sup>) such failure in any twelve (12)-month period, Landlord shall have the right to revoke Tenant's rights pursuant to this Paragraph 10(b) immediately upon such failure, without any such notice and cure period being applicable thereto. Tenant hereby expressly agrees that (A) Tenant shall be primarily liable for all liability, injury, death and/or damage caused by such contractor and/or any such firearm and/or ammunition, and (B) the liability insurance required to be carried by Tenant at all times under the Lease shall provide primary first coverage for all liability in connection with such security contractor and any firearms and ammunition in connection therewith in a manner that is reasonably satisfactory to Landlord, without any exclusion for armed guards in Tenant's commercial general liability insurance coverage, (C) with respect to any such security guard, firearm and/or ammunition, Tenant or the security guard shall obtain and continuously maintain valid and current permits, licenses, approvals and certifications as are required by applicable Laws (and Tenant shall deliver copies thereof to Landlord promptly upon request), and Tenant shall comply with all applicable Laws at all times, (D) all rights of Tenant contained in this Paragraph 10(b) are personal to the original named Tenant as of the Amendment Date only and shall not be applicable to or exercised by any other party, other than an assignee of the entire Lease that is an Affiliated Entity or a Permitted Successor pursuant to the terms of Section 9.05 of the Original Lease; provided, however, that upon Landlord's receipt of Tenant's request provided concurrently with Tenant's request for Landlord's consent to an assignment of Tenant's entire interest in the Lease to a third-party assignee or a sublease of all or substantially all of the Premises to a third-party sublessee, Landlord shall not unreasonably withhold, condition or consent to the transfer of the rights of Tenant contained in this Paragraph 10(b) to such third-party assignee or sublessee, and (E) Tenant shall indemnify and hold harmless Landlord and all Landlord Related Parties with respect to all Losses, in accordance with Article 14 of the Original Lease, relating to any of the following (excluding any Losses that are caused by the negligence

or willful misconduct of Landlord or any Landlord Related Parties): (I) the presence of such contractor, any firearms or any ammunition in or about the Premises or other areas of the Garage or the Land, (II) any act or wrongful omission of any such contractor (including, without limitation, intentional, criminal, reckless and grossly negligent acts), or (III) any breach of Tenant's obligations under this Paragraph 10(b), including failure to comply with all applicable Laws.

(c) (i) Landlord and Tenant will work together in good faith to negotiate a contract on commercially reasonable terms for Landlord or Landlord's designee to enter into with Tenant's vendor, in form and substance acceptable to each party thereto, for the purchase, installation and servicing of an updated access control system for the Building (which may include, without limitation, turnstiles), including without limitation, the development of a timeline therefor (the "**Updated Building Access System**"). All costs and expenses incurred to purchase all equipment for the Updated Building Access System and to install any such turnstiles shall be paid by Tenant (subject to application of the Supplemental Building Allowance, as hereinafter defined, to the extent permitted by Attachment B), all costs and expenses incurred to install all equipment for the Updated Building Access System (other than any such turnstiles) shall be paid by Landlord, and all costs and expenses incurred for the Updated Building Access System once such initial purchase and installation are complete, including without limitation, the monthly service fee therefor and all costs to maintain and repair the same, shall be passed through in Expenses to the extent permitted by the Lease (as amended), until the Single-Tenant Date.

(ii) Notwithstanding anything to the contrary contained in the Lease (as amended hereby), commencing on the Single-Tenant Date and continuing thereafter during the remaining Term of the Lease, Tenant shall be solely responsible, at Tenant's sole cost and expense, for all maintenance, repair, monthly servicing and all other costs and expenses for the Updated Building Access System, as well as for all costs and expenses of modifying, supplementing or replacing the Updated Building Access System, whether at Tenant's election, on account of the end of the useful life therefor, or if and to the extent required by applicable Laws, in any such event with a modified, supplemented or replacement (as applicable) access control system, which may include without limitation, a shot detection system, that is reasonably approved in writing by Landlord (any Building access system from and after the Single-Tenant Date being referred to as the "**Single-Tenant Access System**"). From and after the Single-Tenant Date, (A) Tenant, at Tenant's sole cost and expense, shall maintain, repair and replace the Single-Tenant Access System to keep the same at all times in good working order and in compliance with all applicable Laws, and Landlord shall have no obligation or liability with respect thereto, notwithstanding anything to the contrary contained in the Lease, and (B) Tenant shall ensure that Landlord and all of Landlord's vendors, service providers and other invitees to the Building have commercially reasonable access to the Building at all times. At Tenant's election, prior to the Single-Tenant Date Tenant shall be permitted to purchase and install, at Tenant's sole cost and expense (subject to application of the Supplemental Building Allowance to the extent permitted pursuant to Attachment B hereto), a shot detection system that is reasonably approved in writing by Landlord, in which event, notwithstanding anything to the



contrary contained in this Paragraph 10(c)(ii), (I) Tenant shall comply with all requirements of this Paragraph 10(c)(ii) with respect to such shot detection system prior to the Single-Tenant Date, and (II) from and after the Single-Tenant Date, such shot detection system shall be deemed to be part of the Single-Tenant Access System for all purposes hereof.

(iii) (A) Solely if permitted pursuant to applicable Laws and subject to satisfaction of all terms and conditions of this Paragraph 10(d), (I) prior to the Single-Tenant Date, the Updated Building Access System may include video cameras solely in the interior of the Premises and in the Garage, and (II) from and after the Single-Tenant Date, the Single-Tenant Access System may include video cameras solely in the interior of the Building and in the Garage; provided, however, that in no event shall any such video cameras be permitted to record (I) any area in the Building outside of the interior of the Premises prior to the Single-Tenant Date or (II) any area of the Land outside the Building or outside the Garage prior to the Single-Tenant Date and, if Tenant desires to install any such cameras outside of the Building or the Garage from and after the Single-Tenant Date, Landlord will permit the same provided that prior to the installation thereof, Tenant shall obtain Landlord's consent, which shall not be unreasonably withheld, condition or delayed, with respect to the number, size, color and other aesthetic features, exact location, method of installation and field of view of such cameras installed outside of the Building or the Garage. Notwithstanding anything contained in the Lease (as amended) to the contrary, Tenant expressly acknowledges and agrees that in no event shall Landlord or any employee, agent or contractor of Landlord be required to man, monitor or respond to any output of any cameras or other devices recording access to or from the Building (or any portion thereof).

(B) Tenant shall permit Landlord to view any images from all cameras installed by Tenant promptly upon Landlord's request; however, Landlord shall not request, and Tenant shall not be obligated to permit Landlord to view, any such video, images, recordings and/or the like unless Landlord identifies to Tenant a reasonable basis for requesting the same and, if reasonably requested by Tenant in connection with any such video, images, recordings and/or the like that are of a sensitive or confidential nature, Landlord and Tenant shall execute a commercially reasonable nondisclosure agreement with respect thereto. Tenant acknowledges that recorded video from the cameras is intended for Tenant's use only and Tenant shall not share or export the same without Landlord's consent in advance on a case by case basis, other than solely for Tenant's legitimate business purposes. Further, no camera video feed shall be streamed in a publicly available manner. Each incident and/or the intended purpose of the video export should be described in writing to Landlord promptly so that Landlord has the opportunity to view the video export and/or investigate the incident before its release (in each case, only to the extent the release thereof requires Landlord's consent hereunder). Tenant shall not post (or permit the posting of) any recordings or images captured by the cameras to social media or release the same to news media or any other third party other than (I) as provided above with respect to Tenant's legitimate business purposes and/or (II) after reasonable written notice to Landlord, a legitimate law-enforcement or public safety agency having jurisdiction over the incident to which the export relates.

(iv) Notwithstanding anything to the contrary contained in the Lease (as amended), (A) Landlord makes no representation or warranty that any Updated Building Access System or Single-Tenant Access System (including without limitation, any video cameras and other equipment related thereto) will be suitable for their intended purposes or will provide adequate security, (B) Landlord shall not be responsible in any way if any such Updated Building Access System or Single-Tenant Access System (including without limitation, any video cameras and other equipment related thereto) does not work for any reason, except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties, (C) no liability or obligation whatsoever on the part of Landlord or any Landlord Related Parties shall be imposed or implied by any such Updated Building Access System or Single-Tenant Access System (including without limitation, any video cameras and other equipment related thereto), and (D) Tenant shall indemnify and hold harmless Landlord and all Landlord Related Parties with respect to all Losses, in accordance with Article 14 of the Original Lease, relating to the Updated Building Access System (except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties), the Single-Tenant Access System (or any absence thereof), and any breach of Tenant's obligations under this Paragraph 10, including failure to comply with all applicable Laws.

11. Subordination. Exhibit I attached to the Original Lease is hereby deleted and replaced with Attachment F hereto. Landlord represents and warrants that SPT Real Estate Capital, LLC, a Delaware limited liability company (the “**Current Mortgagee**”) is the holder of the only Mortgage encumbering the Building and the Land as of the Amendment Date. Landlord, at Landlord’s sole cost and expense, shall obtain from the Current Mortgagee, concurrently with the execution and delivery of this Amendment, a SNDA in the form of Attachment F hereto.

12. Private Outdoor Area. Tenant shall have the right to use the area shown on Attachment G hereto in accordance with the provisions of this Paragraph 12, including without limitation, for installation of a raised bed garden, gazebo, grill and/or smoker, and expressly not for the installation of a pickleball court, for Tenant’s employees and for private Tenant-sponsored events (the “**Private Outdoor Area**”). The location of such Private Outdoor Area shall be subject to any Surface Parking Redevelopment and (subject to the other express provisions of this Amendment) any other redevelopment that Landlord may undertake during the Term, it being agreed that Landlord shall have the right to cause the relocation or temporary suspension of the use of any such Private Outdoor Area if reasonably required in connection therewith. Tenant’s right to the Private Outdoor Area shall be subject to the obtaining of all governmental and quasi-governmental permits and approvals required therefor and compliance with all applicable Laws with respect thereto (the “**Outdoor Area Approvals**”), all of which shall be obtained and complied with by Tenant at Tenant's expense. Any such Private Outdoor Area and the manner of use and operation thereof shall be subject to Landlord's prior written approval of all aspects thereof, including without limitation, the size, location, materials, design, landscaping, screening and furniture, furnishings and equipment therefor, which approval shall not be unreasonably withheld, conditioned or delayed provided that the Private Outdoor Area is professionally designed. Any such Private Outdoor Area shall be for use solely by Tenant’s

employees and for Tenant-sponsored events (and shall not be open to the public). Use of such Private Outdoor Area shall be repaired and maintained to a first-class condition by Tenant at Tenant's expense at all times during the Term of the Lease, and shall be subject to Landlord's commercially reasonable rules and regulations with respect thereto.

13. Conference Room Expansion Option. Notwithstanding anything to the contrary contained in the Lease, Landlord shall maintain that certain area comprised of approximately 2,002 rentable square feet located on the ground floor of the Building as of the Amendment Date (the "**Conference Space**") as a conference center until the Single-Tenant Date. Tenant shall have the right to lease the Conference Space for a term commencing on the Single-Tenant Date, in accordance with the terms and conditions of this Paragraph 13.

(a) Tenant shall exercise its right to lease the Conference Space (if at all), by giving Landlord written notice of the exercise thereof (the "**Expansion Election Notice**") no later than nine (9) months prior to the Single-Tenant Date, which notice shall be irrevocable by Tenant. The term for the Conference Space shall commence on the Single-Tenant Date (and Tenant shall be entitled to possession on such date) in its then as-is condition, and shall be coterminous with the Term of the Lease applicable to the remainder of the Premises.

(b) Tenant shall lease the Conference Space upon and subject to all the same terms and conditions as Tenant's leasing of the Premises, except that:

(i) The commencement date for the Conference Space (the "**Conference Space Commencement Date**") shall occur on the date that is one hundred twenty (120) days after the Single-Tenant Date, and the term "**Lease Year**" solely with respect to the Conference Space shall mean the Lease Year that is then applicable with respect to the Existing Space commencing on the Conference Space Commencement Date (in the manner described for purposes of example only in Paragraph 2(b)(iii)(A) above) and continuing thereafter during the remainder of the Fourteenth Amendment Extension Term.

(ii) Commencing on the Conference Space Commencement Date, the annual Base Rent for the Conference Space shall be an amount equal to the product of (A) the then-escalated Base Rent per rentable square of the Existing Space that is then payable under the Lease (as amended hereby) on the Single-Tenant Date (without regard to any abatement or offset applicable thereto), multiplied by (B) the number of rentable square feet in the Conference Space, and commencing on the first day of each Lease Year for the Existing Space thereafter during the Fourteenth Amendment Extension Term, the annual Base Rent for the Conference Space shall be increased by 2.5% of the amount of annual Base Rent payable for the Conference Space during the immediately preceding Lease Year (or portion thereof) for the Existing Space (without regard to any abatement or offset applicable thereto) (i.e., the Base Rent per rentable square foot of the Conference Space shall be the same amount as the Base Rent per rentable square foot of the Existing Space, and the Base Rent for the Conference Space shall escalate on the same January 1 date as the Base Rent escalates for the Existing Space), calculated in the manner shown for purposes of example only in clause (v) of Paragraph 4(a) above.

(iii) Notwithstanding anything to the contrary contained in Paragraph 13(b)(ii) above, provided no Event of Default by Tenant exists under the Lease (as amended), Landlord grants to Tenant an abatement of the Base Rent otherwise payable hereunder with respect to the Conference Space in an amount equal to a portion of the fourteen (14) monthly installments of abatement of Base Rent for Expansion Space A based on the ratio that the number of months remaining in the Fourteenth Amendment Extension Term on the Conference Space Commencement Date bears to 123 months (i.e., the total number of months in the Fourteenth Amendment Extension Term), calculated in the manner shown for purposes of example only in Paragraph 4(b)(v) above, it being acknowledged and agreed, however, that the Base Rent escalation for the Conference Space as set forth above shall be based on the full and unabated amount of Base Rent payable therefor under the Lease (as amended hereby).

(iv) Commencing on the first anniversary of the Conference Space Commencement Date and continuing during the remainder of the Fourteenth Amendment Extension Term, Tenant shall pay to Landlord Tenant's Pro Rata Share of the Expense Excess and the Tax Excess with respect to the Conference Space, except that, (A) the "Base Year" shall be deemed to mean calendar year 2026 for purposes of the Fourteenth Amendment Extension Term (and accordingly, Tenant shall not be required to pay any increases in Expenses or Taxes for the Conference Space for the period commencing on January 1, 2026 and ending on the day before the first anniversary of the Conference Space Commencement Date, both dates inclusive), (B) Tenant's "Pro Rata Share" for the Conference Space shall be deemed to mean .78% for the Fourteenth Amendment Extension Term (based on 257,824 rentable square feet in the Building and 2,002 rentable square feet in the Conference Space), and (C) the Controllable Expenses Cap shall be reset for the Conference Space to commence with calendar year 2027 and accordingly, (I) the first Controllable Expenses Cap for the Conference Space shall be the actual amount of Controllable Expenses for calendar year 2026 multiplied by one hundred five percent (105%) (and the Controllable Expenses Cap for the Conference Space for each calendar year thereafter shall be calculated by multiplying the actual amount of Controllable Expenses for the prior calendar year or, if less, the Controllable Expenses Cap for the Conference Space for the prior calendar year, by 105%), and (II) all references in the Lease to the Controllable Expenses Cap with respect to the Conference Space shall be deemed to mean the Controllable Expenses Cap as modified hereby.

(v) The allowance to which Tenant shall be entitled for the Conference Space, to be disbursed in accordance with terms and conditions substantially similar to those set forth in Attachment B hereto, shall be an amount equal to (A) a portion of a \$130.00 per rentable square foot allowance, based on the ratio that the number of months remaining in the Fourteenth Amendment Extension Term on the Conference Space Commencement Date bears to 123 months (i.e., the total number of months in the Fourteenth Amendment Extension Term), multiplied by (B) the number of rentable square feet in the Conference Space.

(c) Notwithstanding anything herein to the contrary, if an Event of Default exists at the time Tenant elects to lease the Conference Space or at any time thereafter prior to

Tenant's occupancy of the Conference Space, at Landlord's election, Tenant shall have no right to lease the Conference Space.

(d) Promptly after Tenant elects in writing to lease the Conference Space, the parties shall execute an amendment to the Lease (reasonably acceptable to Landlord and Tenant) adding such Conference Space to the Premises on the terms and conditions specified herein.

(e) If Tenant's Expansion Election Notice is not given timely, then Tenant's right of expansion under this Paragraph shall lapse and be of no further force or effect, and Landlord shall have the right to discontinue the conference center in the Conference Space, to lease the Conference Space to any other party on such terms as Landlord shall determine, and/or to use the Conference Space for any other purpose as Landlord shall determine.

14. Refurbishment. It is the intent of the parties that, if Landlord desires to reposition the Building and/or the Garage in connection with the expiration of the Lease, any aspects of such repositioning of the Building, and any aspects of such repositioning of the Garage that materially adversely affect Tenant's access to or use of the Garage, shall be performed after the earlier of (a) expiration or earlier termination of the Lease and (b) the date on which Tenant and any subtenant for which no Landlord approval is required under the Lease vacates the Premises; provided, however, that from and after the earlier of (x) the date that is ninety (90) days prior to the expiration or earlier termination of the Lease and (y) the date on which Tenant and any subtenant for which no Landlord approval is required under the Lease vacates the Premises, Landlord shall also be permitted to perform aspects of such repositioning that do not materially adversely affect Tenant's access to or use of the Premises for Tenant's normal business operations. Notwithstanding anything to the contrary contained in the Lease, during the Fourteenth Amendment Extension Term and, if exercised, the First Renewal Term and the Second Renewal Term, Landlord shall not voluntarily undertake any substantial Building renovation or replacement to any material portion of the Building, such as re-skinning or re-cladding the Building, replacing the windows of the Building, renovating the ground floor lobby, restrooms or other portions of the Building that would constitute common areas on a multi-tenant floor, replacing the Building systems or otherwise performing improvements of similar scope, in each case, without Tenant's prior written approval in its sole and absolute discretion. For the avoidance of doubt, the foregoing provisions of this Paragraph 14 shall not be construed to limit Landlord's repair, maintenance and/or legal compliance obligations under the Lease or Landlord's ability to comply with Laws.

15. Delicatessen.

(a) Upon the expiration or earlier termination of the term of the lease for the delicatessen operating on the ground floor of the Building as of the Amendment Date (the "**Deli Area**"), provided that at least eighteen (18) months remain in the Term of the Lease, Landlord shall use commercially reasonable efforts to lease the Deli Area to another delicatessen or restaurant with carry-out sandwich lunch service (in either case, a "**Deli**"), on commercially reasonable terms. If Landlord determines, in its sole but good faith discretion, that it is not

reasonably able to lease the Deli Area for any such use within a commercially reasonable time period on commercially reasonable terms, then prior to leasing the Deli Area to another third party (that is not a Deli), Landlord shall offer Tenant the right to lease the Deli Area for a term that is coterminous with the then-remaining Term of the Lease, in accordance with the following terms and conditions.

(b) In the event the Deli Area is available for lease by Tenant in accordance with the foregoing, Landlord shall notify Tenant of the anticipated availability date therefor. Tenant shall have a period of thirty (30) days following receipt of Landlord's notice to notify Landlord in writing ("**Tenant's Deli Area Election**") whether Tenant desires to lease the Deli Area. The leasing of the Deli Area shall be for a rental equal to one hundred percent (100%) of the fair market rent for office space (as determined pursuant to the provisions of Paragraph 3(b) above) (with respect to an expansion, not a renewal, as of the date of Tenant's Deli Area Election). Except as otherwise provided herein, all other terms and conditions of the Lease (as amended) shall apply to the Deli Area, except that no concession, abatement or other allowance shall apply with respect to the Deli Area except as are related to the fair market rent determination pursuant to Paragraph 3(b).

(c) If Tenant leases the Deli Area hereunder, Landlord shall deliver possession of the Deli Area to Tenant promptly after the date on which the Deli Area is vacated by the prior tenant thereof. The rent for such Deli Area shall commence on the date on which Landlord delivers the Deli Area to Tenant in its then as-is condition and the term therefor shall be coterminous with the Term applicable to the remainder of the Premises.

(d) Landlord shall incur no liability, and the expiration date of the term for the Deli Area shall not be extended, if Landlord is unable to deliver possession of the Deli Area to Tenant on the anticipated delivery date due to the tenant's refusal to vacate, or for any other reason beyond Landlord's reasonable control. In such event, Landlord agrees to use commercially reasonable efforts to obtain possession of such Deli Area as soon as reasonably possible, including without limitation, the filing of eviction proceedings.

(e) If Tenant's Deli Area Election is not given timely, then Tenant's right to lease the Deli Area shall lapse and be of no further force or effect and Landlord shall be free to lease such Deli Area to any other party (including without limitation, any party that is not operating a Deli) on such terms and conditions as Landlord in its sole discretion may determine.

(f) If Tenant is leasing less than the entire office area in the Building or if there exists a Default by Tenant under the Lease on the date on which Landlord would have notified Tenant of the availability of the Deli Area or any anytime thereafter until the Deli Area is occupied by Tenant, then, at Landlord's election, Tenant shall not have any right to lease the Deli Area hereunder.

(g) Promptly after Tenant elects in writing to lease the Deli Area, the parties shall execute an amendment to the Lease (reasonably acceptable to Landlord and Tenant) adding such Deli Area to the Premises on the terms and conditions specified herein.

16. Self-Help. Effective from and after the earlier of (x) February 1, 2026, and (y) the date on which all office tenants (other than Tenant) have vacated their premises in the Building and surrendered possession thereof to Landlord (as applicable, the “**Single-Tenant Date**”), if (a) Landlord fails to perform any repair, maintenance or legal compliance obligations expressly required of Landlord under the Lease (the “**Delayed Repair**”), (b) such Delayed Repair materially adversely affects Tenant’s ability to conduct business operations in any material portion of the Premises or constitutes a material and imminent threat to health or safety with respect to the Building, (c) the performance of such Delayed Repair is within Landlord’s control, (d) such Delayed Repair shall not be performed within thirty (30) days after written notice thereof to Landlord or, if such failure cannot reasonably be cured within thirty (30) days, then such longer period as may be required for such cure provided that Landlord commences such cure within such thirty (30)-day period and diligently pursues such cure to completion, and (e) Tenant reasonably believes that it could perform the Delayed Repair more quickly than Landlord and describes the particulars thereof with reasonable specificity, then Tenant shall have the right to notify Landlord and the holder of any Mortgage to which the Lease is subordinate in writing of Tenant’s intention to perform such Delayed Repair (the “**Repair Notice**”). The Repair Notice shall (i) include a statement that Tenant intends to exercise this right to self help and (ii) identify in reasonable detail both the basis for the self help and the actions Tenant intends to take to perform such repair (including without limitation, the information required by clause (e) above). If Landlord or the holder of any such Mortgage commences such Delayed Repair within thirty (30) days after receipt of the Repair Notice and diligently pursues the Delayed Repair to completion, then Tenant shall have no further rights under this Paragraph 16 with respect to such Delayed Repair (unless and until Landlord or the holder of such Mortgage fails to diligently proceed with such Delayed Repair). If Landlord or the holder of such Mortgage fails to commence such Delayed Repair within such thirty (30) day period or thereafter to diligently proceed with such Delayed Repair to completion, then Tenant shall have the right, as Tenant’s sole and exclusive remedy in connection with the Delayed Repair (but without negating any abatement to which Tenant may be entitled pursuant to Section 8.05 of the Initial Lease with respect to a Service Failure), to perform the Delayed Repair, in which event (A) Tenant shall ensure that all such work is performed solely by licensed and qualified contractors, subcontractors and design consultants (including without limitation, any subcontractors required under any applicable maintenance contract or required to maintain the applicable warranty therefor, except to the extent such subcontractor(s) are causing such Delayed Repair), and only after the entity performing such work has obtained public liability and worker’s compensation insurance policies with commercially reasonable limits, (B) Tenant shall cause all such work is performed in a good and workerlike manner and in accordance with the Rules and Procedures for Contractors attached hereto as Schedule I to Attachment B (except that (I) from and after the Single-Tenant Date, Landlord shall not enforce against Tenant any Rules and Procedures for Contractors that relate solely to not disturbing other Building tenants, except to the extent such non-enforcement would cause Landlord to be in violation of any such other Building tenant’s

lease (in which event Landlord shall have the right to enforce the same), (II) Landlord shall not enforce any such Rules and Procedures for Contractors for the purpose of negating Tenant's self-help rights hereunder and (III) in the event that Landlord does not respond to any approvals or actions required of Landlord by such Rules and Procedures for Contractors in a timely manner following Tenant's written request therefor, Tenant shall have the right to proceed pursuant to this Paragraph 16 without the Landlord approval or other action with respect to which Landlord failed to timely respond), and all governmental laws and regulations applicable to the Building, and only after obtaining all required governmental permits and approvals therefor, and (C) Tenant shall furnish Landlord with plans and specifications for all such work prior to the performance thereof and as-built plans following the completion thereof, and Tenant shall not permit any mechanics' or materialmen's liens to be placed on the Property in connection therewith; provided, however, that in no event shall Tenant take any measures that affect any structural elements of the Base Building, or any measures to replace any Base Building Systems. If Tenant is entitled to and performs any such Delayed Repair pursuant to the provisions of this Paragraph 16, Landlord shall reimburse Tenant for the reasonable, out-of-pocket, third-party costs and expenses incurred by Tenant in connection with such Delayed Repair within thirty (30) days after receipt of invoices evidencing such costs. When paid by Landlord (or offset as set forth below), such costs and expenses shall be includable in Expenses to the extent permitted by the Lease. Notwithstanding anything to the contrary set forth herein, in the event that Landlord fails to timely make such reimbursement, Tenant shall have the right, as Tenant's sole and exclusive remedy in connection with Landlord's failure to timely make such reimbursement, to offset such costs and expenses, together with interest at the Capital Interest Rate, against the Base Rent next payable by Tenant under the Lease (after the rent abatement period set forth in this Amendment, as applicable); provided, however, that Tenant first provides Landlord with an additional notice which shall set forth in bold capital letters the following statement: "IF LANDLORD FAILS TO REIMBURSE TENANT FOR THE DELAYED REPAIR WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS NOTICE, THEN TENANT SHALL HAVE THE RIGHT TO OFFSET THE COSTS AND EXPENSES THEREOF AGAINST BASE RENT, SUBJECT TO THE REPAIR OFFSET LIMIT" and such failure by Landlord to make such reimbursement continues for more than thirty (30) days after Landlord receives such additional notice; and provided, further, however, that Tenant may not deduct amounts greater than 20% of the monthly Base Rent due under the Lease (as amended) from any single monthly installment of Base Rent (the "**Repair Offset Limit**"); provided, however, that if the Repair Offset Limit would prevent Tenant from recovering such costs, expenses and interest prior to the then-scheduled expiration of the Term, then the Repair Offset Limit shall be increased by the smallest amount necessary to permit Tenant to recover all such costs, expenses and interest by the then-scheduled expiration of the Term.

17. Tenant's Notice Address. Without limiting Tenant's right subsequently to modify Tenant's Notice Address in accordance with the Lease, as of the Amendment Date, Tenant's Notice Address is deemed to be:



For legal correspondence:

Alarm.com Incorporated  
8281 Greensboro Drive, Suite 100  
McLean, VA 22102  
Attn: Daniel Ramos

With a copy by email to [\*\*\*]

For financial correspondence:

c/o Alarm.com Incorporated  
8281 Greensboro Drive, Suite 100  
McLean, VA 22102  
Attn: Alex Texier

Landlord shall use reasonable efforts to send an electronic courtesy copy of all notices provided to Tenant to [\*\*\*] and [\*\*\*], however, any failure to provide such courtesy copy shall not in any way invalidate or otherwise impair the delivery of such notice to Tenant.

18. Existing Lease Provisions.

(a) Notwithstanding anything to the contrary contained in the Lease, (a) all express Tenant options contained in the Lease for (i) early termination of the Lease (including without limitation, Paragraph 1 [Tenant's Termination Option] of Exhibit F to the Original Lease, but excluding Sections 17 [Casualty Damage] and 18 [Condemnation] of the Original Lease), (ii) expansion of the Premises (including without limitation, Paragraph 2 [Tenant's Expansion Option] of Exhibit F to the Original Lease), (iii) rights of first refusal with respect to lease additional space (including without limitation, Paragraph 3 [Tenant's Right of First Refusal] of Exhibit F to the Original Lease), and (iv) rights of first offer to lease additional space (including without limitation, Paragraph 4 [Tenant's Right of First Offer] of Exhibit F to the Original Lease, and Paragraph 8 of the Eleventh Amendment), hereby are deleted in their entireties and of no further force and effect, and (b) Paragraph 11 [Wellness Contribution] of Exhibit F to the Original Lease hereby is deleted in its entirety and of no further force and effect.

(b) For the avoidance of doubt, on floors of the Building leased wholly by Tenant, the core restrooms and other areas (expressly excluding elevator lobbies) that would constitute Common Areas on a multi-tenant floor shall constitute part of the Base Building for purposes of Landlord's repair, maintenance and legal compliance obligations; provided, however, that Tenant, and not Landlord, shall be responsible for all incremental increases in costs incurred by Landlord to repair, maintain and comply with Laws with respect thereto if and to the extent related to (i) (A) Tenant's Leasehold Improvements solely if and to the extent comprised of improvements other than normal and customary office use improvements, or (B) any subsequent Alterations performed with respect to the Premises or such Common Areas or (ii)

Tenant's use of the Premises for other than general office use in excess of the business use occupancy load for which the Base Building was designed.

(c) Notwithstanding anything to the contrary contained in the Lease, effective from and after the Single-Tenant Date, the term "**Building Holidays**" shall mean New Years Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

(d) From and after the Single-Tenant Date, Landlord shall not enforce against Tenant any Rules and Regulations that relate solely to not disturbing other Building office tenants, without affecting Landlord's ability to enforce Rules and Regulations that relate to avoiding damage or injury to persons or property or any other purpose reasonably required by Landlord.

(e) From and after the Single-Tenant Date, Landlord shall not enforce against Tenant any requirements contained in the first grammatical paragraph of Section 7.03 of the Original Lease that are related solely to items in the First Floor Space that are visible solely from the interior of the Building.

(f) Clause (e) of the second sentence of Section 11.03 of the Original Lease is hereby deleted and shall be of no further force or effect. Tenant shall be required to provide Landlord with at least ten (10) days prior written notice reasonably detailing any such Cosmetic Alteration.

(g) The sentence of Section 12 of the Original Lease reading "In connection with any Alterations affecting the structure of the Building or materially affecting the Base Building Systems or costing in excess of \$500,000, Landlord shall have the right to require Tenant to post a performance or payment bond in connection with any work or service done or purportedly done by or for the benefit of Tenant" is hereby deleted and shall be of no further force or effect. Tenant shall not be required to obtain, or to have its contractors obtain, any construction bond as a condition to performing the Leasehold Improvements or subsequent Alterations.

(h) The word "second" is hereby deleted from the second-to-last sentence of Section 13 of the Original Lease.

(i) The second sentence of Section 15.02 of the Original Lease is amended and restated so as to read as follows: Such insurance shall provide that it will not be canceled without at least thirty (30) days' (ten (10) days' for non-payment) prior written notice to each insured named therein.

(j) Notwithstanding anything to the contrary contained in the second-to-last sentence of Section 15.03(a)(ii) of the Original Lease, if the Lease is terminated in connection with a fire or other casualty, proceeds of property insurance carried by Tenant on account of any

Tenant's Property, and any Fourteenth Amendment Work or subsequent Alterations paid for by Tenant, shall be received and retained by Tenant.

(k) Clause (e) of Section 19 of the Original Lease is hereby deleted and shall be of no further force or effect.

(l) With respect to Expenses, Section 5.05(i) of the Original Lease shall prevail over the last sentence of Section 21.03 of the Original Lease.

(m) The phrase "(and, if this Lease is terminated in connection with a casualty, all damage by casualty)" is hereby inserted before the word "excepted" in the first sentence of Section 24 of the Original Lease.

(n) The phrase "with respect to that period" is hereby inserted at the end of the second (2nd) sentence of Section 26.04 of the Original Lease.

(o) Section 26.10 of the Original Lease (i) shall apply solely in connection with a sale or financing of the Building or any interest of Landlord therein, (ii) also shall apply with respect to any guarantor of Tenant's interest in the Lease, (iii) shall not apply with respect to Tenant or any guarantor of Tenant's interest in the Lease during any period in which Tenant or such guarantor is a publicly traded company with publicly available financial statements that are separately stated for the applicable entity, and (iv) shall not apply with respect to Tenant during any period in which Tenant does not have separately stated financial statements as long as Landlord receives separately stated financial statements of such guarantor (whether provided to Landlord by such guarantor or as publicly available financial statements for such guarantor).

(p) As of the Effective Date, Landlord represents to Tenant that to Landlord's actual knowledge (without inquiry or investigation), all Base Building Systems serving Expansion Space A and Expansion Space B are in good working order.

(q) At any time that Tenant is (or is a subsidiary of) a publicly traded company the shares of which are listed and traded on a U.S. national stock exchange, Section 27.01 shall not apply to the shares of such publicly traded company or the direct or indirect owners of such shares.

(r) Notwithstanding anything to the contrary contained in Exhibit K of the Original Lease, there shall be no weight or height restriction applicable to dogs; however, the following are prohibited: (i) aggressive breeds, including without limitation, Rottweiler, Doberman, Chow, Pit Bull and Cane Corso and (ii) any dog with previous bite history unless the owner can provide documentation that such dog has been professionally trained. For the avoidance of doubt, the aggregate number of dogs permitted at any given time shall increase in accordance with the provisions of Exhibit K as the number of full floors leased by Tenant increases.

(s) As security for the payment and performance by Tenant of all of Tenant's obligations, covenants, conditions and agreements under the Lease (as amended), concurrently with Tenant's execution and delivery of this Amendment, Tenant shall cause Tenant's parent company, Alarm.com Holdings, Inc., a Delaware corporation ("**Guarantor**") to execute and deliver to Landlord a Guaranty of Lease in the form attached hereto as Attachment H ("**Guaranty**").

19. Brokers. Landlord and Tenant each represents and warrants to the other that, except for CBRE, Inc., on behalf of Landlord, and Avison Young ("**AY**"), on behalf of Tenant, neither party has dealt with any broker in connection with this Amendment. Landlord and Tenant each shall indemnify and hold harmless the other from and against any claims for brokerage or other commission arising by reason of a breach by the indemnifying party of the aforesaid representation and warranty. Pursuant to a separate written agreement between Landlord and AY, Landlord shall pay AY a commission in connection with this Amendment.

20. Estoppel. To induce Landlord to enter into this Amendment, Tenant hereby represents and warrants to Landlord that as of the Amendment Date:

(a) Tenant is in possession of the entire Existing Space;

(b) Tenant has not assigned the Lease or sublet any portion of the Existing Space;

(c) The Lease is unmodified (except as otherwise expressly set forth to the contrary in this Amendment) and is in full force and effect;

(d) To Tenant's knowledge, Tenant has no claims against Landlord arising under or in connection with the Lease, and Tenant has no set off or defenses against the enforcement of any right or remedy of Landlord under the Lease; and

(e) To Tenant's knowledge, Landlord is not in default of any of its obligations under the Lease and to Tenant's knowledge, no event has occurred and no condition exists which, with the giving of notice or the lapse of time, or both, will constitute a default by Landlord under the Lease.

21. Governing Documents. Except as expressly modified by this Amendment, the Lease shall remain unchanged and continue in full force in accordance with its terms. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall govern and control.

22. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which, taken together, shall constitute one and the same instrument. Any signature page to any counterpart may also be attached to another counterpart identical thereto without impairing the legal effect of

the signatures thereon. Signatures to this Amendment may be delivered electronically via portable document format, "DocuSign" or other standard electronic transmission, and signatures so delivered shall constitute effective execution and delivery of such signature pages and shall be deemed to be the original signatures, and fully effective, for all purposes.

23. General Provisions.

(a) Landlord and Tenant each hereby represents and warrants to the other that all necessary action has been taken to enter into this Amendment and that the persons signing this Amendment on behalf of Landlord or Tenant, respectively, have been duly authorized to do so. This Amendment shall be governed by and construed in accordance with the laws of the jurisdiction in which the Building is located, without regard to the conflicts of laws principles.

(b) The submission of an unsigned copy of this Amendment does not constitute an offer. This Amendment shall not be effective or binding unless and until this Amendment is fully executed and delivered by each of the parties hereto. This Amendment may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by all parties hereto. All of the covenants contained in the Lease (as amended hereby) shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives and permitted successors and assigns. Time is of the essence with respect to each provision of the Lease, as amended hereby.

(c) Landlord and Tenant each hereby covenants and agrees that each and every provision of this Amendment has been jointly and mutually negotiated and authorized by both Landlord and Tenant, and in the event of any dispute arising out of any provision of this Amendment, Landlord and Tenant each hereby waives any claim of authorship against the other party. If any provision of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.]*

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment under seal on or as of the day and year first above written.

WITNESS/ATTEST:

LANDLORD:

TMG TMC 3, L.L.C., a Delaware limited liability company

\_\_\_\_\_  
/s/ Bibi Toosi

By: /s/ Gary Block \_\_\_\_\_ [SEAL]

Name: Gary Block

Title: Partner & CIO

\_\_\_\_\_  
/s/ Bibi Toosi

By: /s/ Mark King \_\_\_\_\_ [SEAL]

Name: Mark King

Title: President & COO

TENANT:

ALARM.COM INCORPORATED, a Delaware corporation

\_\_\_\_\_  
/s/ Christine Sonu

By: /s/ Daniel Ramos \_\_\_\_\_ [SEAL]

Name: Daniel Ramos \_\_\_\_\_

Title: Senior Vice President \_\_\_\_\_

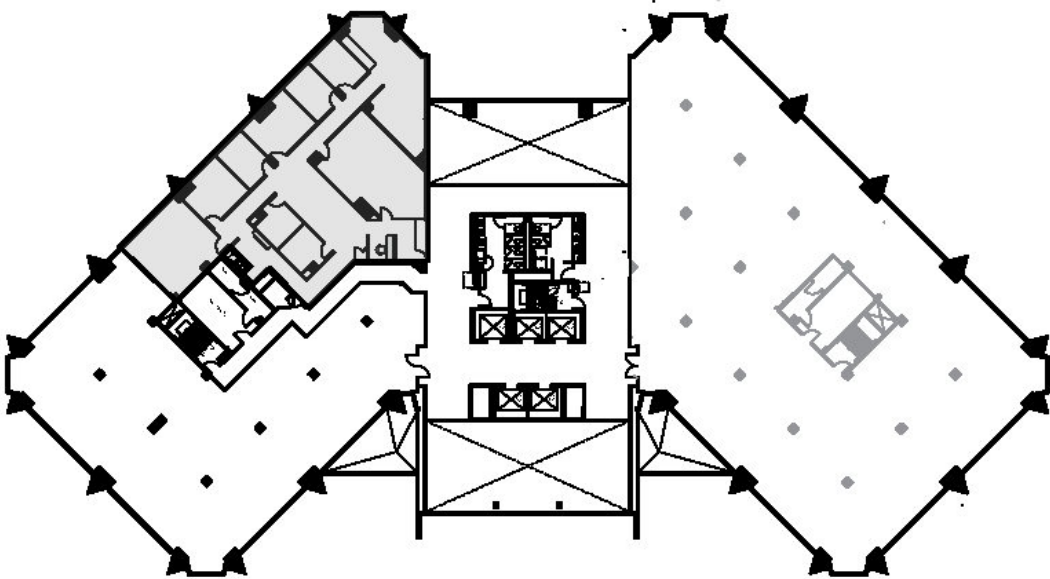
**ATTACHMENT A**

**DIAGRAM OF EXPANSION SPACE A (SUITE 250, SUITE 350 AND SUITES 630/650) AND EXPANSION SPACE B  
(SUITE 300 AND SUITE 400)  
[attached]**

ATTACHMENT A, Page 1

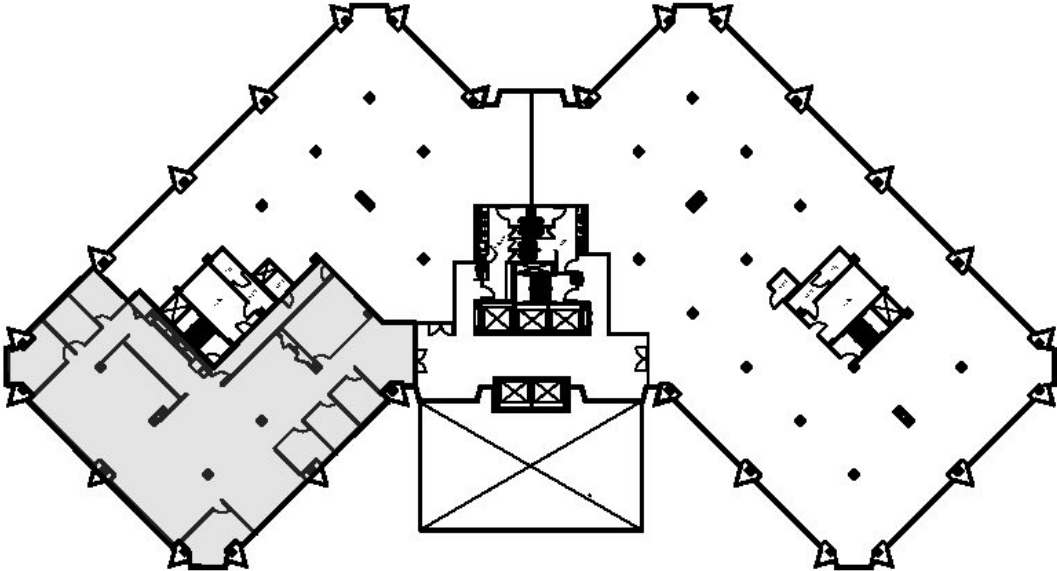
---

**EXPANSION PREMISES A SUITE 250**

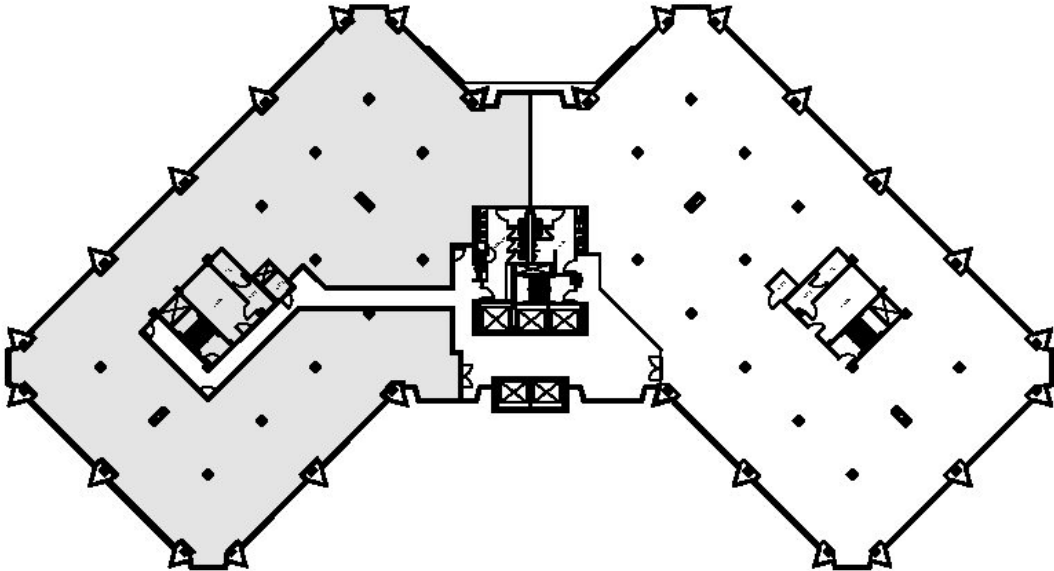




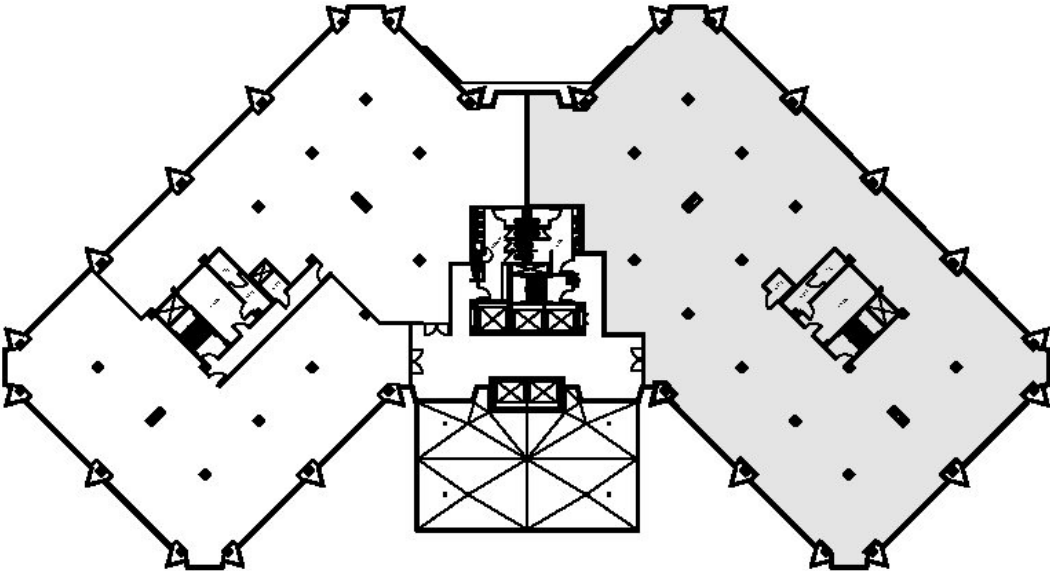
**EXPANSION PREMISES A SUITE 320**



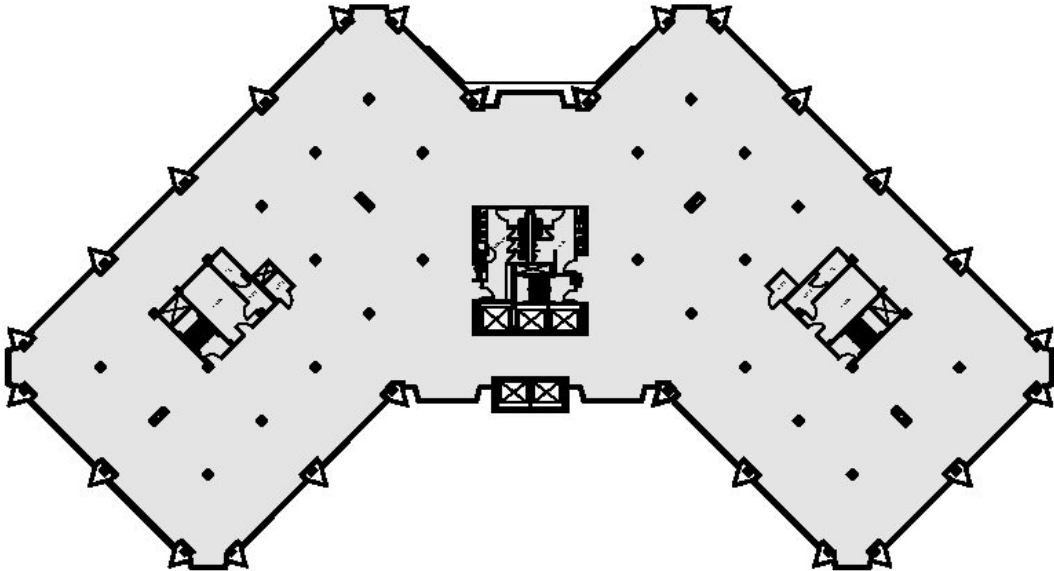
**EXPANSION PREMISES A SUITE 630/650**



**EXPANSION PREMISES B SUITE 300**



**EXPANSION PREMISES B SUITE 400**



## ATTACHMENT B WORK AGREEMENT

This Attachment B is part of that certain Fourteenth Amendment to Deed of Office Lease Agreement dated as of the Amendment Date (the “**Amendment**”), by and between TMG TMC 3, L.L.C., a Delaware limited liability company (“**Landlord**”), and ALARM.COM INCORPORATED, a Delaware corporation (“**Tenant**”). Unless the context otherwise requires, terms used but not defined in this Attachment B shall have the same meanings as provided in the Lease (as amended by the Amendment).

1. Tenant’s Authorized Representative. Tenant designates Alex Texier (“**Tenant’s Authorized Representative**”) as the person authorized to initial all plans, drawings, change orders and approvals pursuant to this Attachment B. Landlord shall not be obligated to respond to or act upon any such item until such item has been initialed by Tenant’s Authorized Representative.

2. Fourteenth Amendment Work. All improvements to the Existing Space, the Expansion Space A (following the Delivery Date for each Suite thereof), the Expansion Space B (following the Delivery Date for each Suite thereof), the Existing Storage Space, the Expansion Storage Space, the Post Single Tenant Date Storage, and the remainder of the Building for which improvements are permitted pursuant to Paragraph 3 below, desired by Tenant and approved by Landlord (collectively, the “**Fourteenth Amendment Work**”) shall be designed and constructed in accordance with the terms of this Attachment, and pursuant to all other applicable provisions of the Lease (as amended by the Amendment), including without limitation, the insurance, damage and indemnification provisions, and such Fourteenth Amendment Work shall be deemed to be Alterations for all purposes of the Lease. Notwithstanding the foregoing, in the event of any conflict between the terms of this Attachment B and the terms of the Lease (including the Alterations provisions of the Lease), the terms of this Attachment B shall control.

3. Base Building Modifications.

(a) As part of the Fourteenth Amendment Work, Tenant shall have the right, at Tenant’s sole cost and expense (subject to application of the Supplemental Building Allowance, as defined below), to perform certain cosmetic and capital improvements to the base Building requested by Tenant and approved by Landlord in accordance with the terms of this Attachment (collectively, the “**Base Building Modifications**”). All such Base Building Modifications shall be included on the Fourteenth Amendment Plans approved by Landlord and shall be deemed to be part of the Fourteenth Amendment Work to be performed by Tenant pursuant to the terms and conditions of this Attachment. Notwithstanding anything to the contrary contained herein, Tenant hereby expressly acknowledges and agrees that any such Base Building Modifications performed prior to the vacancy of the Building by all remaining office tenants will need to be performed, if at all, at such times and in such manner as Landlord reasonably approves so as not to adversely impact any such Building tenant, and Tenant will work with Landlord in good faith to provide commercially reasonable accommodations and protections so required by Landlord therefor.

(b) Landlord hereby approves conceptually the following potential improvements to the base Building, subject to Landlord's review and prior written approval of all plans and specifications therefor, Tenant's receipt of all governmental and quasi-governmental permits and approvals required therefor, and compliance with all applicable Laws and the terms and conditions of this Attachment with respect thereto:

(i) relocation of the gate arms controlling access to the Designated Surface Parking Spaces during the Designated Surface Parking Hours;

(ii) exclusive control of the Building main lobby pursuant to the provisions of Paragraph 10(c) of the Amendment;

(iii) installation of turnstiles in the Building main lobby;

(iv) upgrades to the Building elevators, based upon a design, utilizing materials and vendors and at such time and in such manner as Landlord reasonably approves (with respect to all such matters);

(v) purchase and installation of Tenant's Building signage pursuant to the provisions of Paragraph 8 of the Amendment;

(vi) installation of Tenant's security and access control products pursuant to the provisions of Paragraph 10(a) and (b) of the Amendment;

(vii) painting of the Building exterior, based upon a design, utilizing materials and vendors and at such time and in such manner as Landlord approves in its sole and absolute discretion (with respect to all such matters);

(viii) purchase and installation of parking sensors for the Garage;

(ix) purchase and installation of a space counter board for the Garage;

(x) purchase and installation of electric car chargers for the Garage and/or the Designated Surface Parking Spaces;

(xi) construction of covered access from the Garage to the rear Building entrance;

(xii) changes permitted to the number and location of parking spaces for the reserved Parking Permits to which Tenant is entitled pursuant to Paragraph 9 of the Amendment; and

(xiii) the purchase and installation of furniture, signage, equipment and similar items (including, without limitation, a raised bed garden and/or gazebo) for a Private Outdoor Area pursuant to Paragraph 12 of the Amendment.

For the avoidance of doubt, Tenant is not under any obligation to perform any or all of such potential Base Building Modifications, and Tenant shall have no right to the Supplemental Building Allowance if and to the extent the same is not utilized for Base Building Modifications.

4. Costs.

(a) Tenant shall pay all costs and expenses incurred by Tenant in connection with the Fourteenth Amendment Work, subject to the application of the Fourteenth Amendment Allowance (as defined below). Such costs and expenses shall include all actual, direct, reasonable, third party out-of-pocket costs and expenses incurred by Landlord to review any proposed plans or working drawings for any components of the Fourteenth Amendment Work that constitute Required Removables (as defined in Article 10 of the Original Lease), not to exceed a maximum of \$35,000.00 in the aggregate (the “**Landlord’s Review Costs**”). Any services provided by Landlord’s architect or engineer at Tenant’s request shall be paid for by Tenant within thirty (30) days after Tenant’s receipt of a bill therefor. Upon request, Tenant shall execute a separate agreement between Tenant and such architect or engineer with respect to such services. All amounts payable by Tenant to Landlord pursuant to this Attachment shall be considered additional rent subject to the provisions of the Lease (as amended by the Amendment). Tenant shall not be required to pay to Landlord any construction management or supervision fee in connection with the Fourteenth Amendment Work.

(b) Landlord hereby grants to the Tenant the following (sometimes referred to collectively as the “**Fourteenth Amendment Allowance**”):

(i) An amount equal to (A) \$25.00 multiplied by (B) the number of rentable square feet in the Existing Space (i.e., \$4,726,450.00 based on 189,058 rentable square feet in the Existing Space, the “**Existing Space Allowance**”).

(ii) An amount equal to (A) \$130.00 multiplied by (B) the number of rentable square feet in Expansion Space A (i.e., \$2,807,870.00 based on 21,599 rentable square feet in Expansion Space A, the “**Expansion Space A Allowance**”).

(iii) An amount equal to (A) (I) a portion of the \$130.00 per rentable square foot Expansion Space A Allowance set forth in 4(b)(ii)(A) above, based on the ratio that the number of months remaining in the Fourteenth Amendment Extension Term on the Suite 400 Commencement Date bears to 123 months (i.e., the total number of months in the Fourteenth Amendment Extension Term), multiplied by (II) the number of rentable square feet in Suite 400 (the “**Suite 400 Allowance**”), and an amount equal to (B) (I) a portion of the \$130.00 per rentable square foot Expansion Space A Allowance set forth in 4(b)(ii)(A) above, based on the ratio that the number of months remaining in the Fourteenth Amendment Extension Term on the Suite 300 Commencement Date bears to 123 months (i.e., the total number of months in the Fourteenth Amendment Extension Term), multiplied by (II) the number of rentable square feet in Suite 300 (the “**Suite 300 Allowance**”). The Suite 400 Allowance and the Suite 300 Allowance are collectively, the “**Expansion Space B Allowance**”;

(iv) An amount equal to \$2,500,000.00 (the “**Supplemental Building Allowance**”), to be used solely for the portion of the Fourteenth Amendment Work incurred to perform the Base Building Modifications pursuant to the provisions of Paragraph 3 of this Attachment.

(v) An amount equal to \$250,000.00 (the “**Signage Allowance**”), to be used solely for the portion of the Fourteenth Amendment Work incurred to perform the work for Tenant’s Building signage pursuant to the provisions of Paragraph 8 of the Amendment (the “**Signage Work**”).

(c) Landlord shall make available to Tenant the Fourteenth Amendment Allowance, subject to the following provisions of this subparagraph. The Existing Allowance, Expansion Space A Allowance and Expansion Space B Allowance are being provided in order to reimburse Tenant for the hard and soft costs associated with Tenant’s design, permitting and construction of the Fourteenth Amendment Work. The Supplemental Building Allowance and the Signage Allowance are being provided to reimburse Tenant for the hard and soft costs incurred in connection with Tenant’s design, permitting and construction of the portion of the Fourteenth Amendment Work comprised of the Base Building Modifications and the Signage Work, respectively. Notwithstanding anything to the contrary contained in this Attachment, in no event shall any portion of any of the Existing Allowance, the Expansion Space A Allowance, the Expansion Space B Allowance, or the Supplemental Building Allowance in excess of an amount thereof equal to twenty-five percent (25%) (calculated separately with respect to each allowance described herein) be applied toward the costs of any furniture, furnishings and equipment. The costs that are permitted to be reimbursed from the applicable allowances in accordance with this Paragraph 4(c) are the applicable “**Allowable Costs**” therefor.

(d) The Existing Allowance, the Expansion Space A Allowance, the Supplemental Building Allowance, and the Signage Allowance all shall be made available commencing on the date of the Amendment (subject to satisfaction of all conditions set forth in this Attachment for the disbursement thereof) for the applicable Allowable Costs. The Suite 400 Allowance shall be made available commencing on the date that is sixty (60) days prior to the anticipated Suite 400 Delivery Date and the Suite 300 Allowance shall be made available commencing on the earlier of (i) the date that is sixty (60) days prior to the anticipated Suite 300 Delivery Date and (ii) the commencement date of any sublease, license or other occupancy agreement (if any) between Tenant and the occupant of Suite 300 as of the Execution Date (in each case subject to satisfaction of all conditions set forth in this Attachment for the disbursement thereof). Periodically (but not more often than once per calendar month), Tenant shall deliver to Landlord an invoice from contractors or materialmen who have supplied labor or materials for the Fourteenth Amendment Work for which disbursement is then being requested. Such invoice shall contain (or be accompanied by) a certification by Tenant’s architect substantially in the form of AIA Document G702 “Application and Certificate for Payment” that the labor or materials for which Tenant is seeking reimbursement has been satisfactorily performed or delivered to the applicable area in which the applicable portion of the Fourteenth Amendment Work is being performed in accordance with the Final Construction Drawings (as defined below) applicable with respect thereto. Within forty-five (45) days after receiving any



such invoice (and certifications), Landlord shall pay to Tenant the amount that is set forth in such invoice; provided: (i) such request is accompanied by a copy of the invoice for such expenses marked "paid"; (ii) copies of all contracts, bills, vouchers, change orders and other information relating to the expenses for which reimbursement is being sought as may be reasonably requested by Landlord shall be made available to Landlord by Tenant; (iii) the work and materials for which payment is requested are performed in accordance with the working drawings approved by Landlord as evidenced by the G702 document referenced above; (iv) the work for which payment is requested has been performed by a contractor approved by Landlord; (v) the work and materials for which payment is requested have been physically incorporated into the applicable portion of the Premises or the Building, free of any security interest, lien or encumbrance; and (vi) Tenant delivers to Landlord lien waivers from all contractors and materialmen for the work or materials for which such draw payment is being made (which lien waivers may be contingent only on payment of the amount then being requisitioned). Each payment made by Landlord hereunder with respect to payments to Tenant's general contractor and subcontractors shall be subject to retainage of ten percent (10%); provided, however, if Tenant's requisition request includes a ten percent (10%) retainage pursuant to its agreement with the general contractor (or the agreement with the subcontractor, as applicable), the payment shall not be subject to an additional ten percent (10%) retainage. Upon completion of the applicable portion of the Fourteenth Amendment Work, Tenant shall provide to Landlord (A) a valid non-residential use permit for each portion of the Premises for which the same is lawfully required, and (B) a certificate of substantial completion from Tenant's architect with respect to the applicable portion of the Fourteenth Amendment Work.

(e) Landlord shall pay the retainage to Tenant within forty-five (45) days after the last to occur of the following: (i) final completion of all of the Fourteenth Amendment Work in accordance with the terms of the Lease (as amended by the Amendment), (ii) the certificate of Tenant's architect that the entire Fourteenth Amendment Work has been installed in accordance with the Final Construction Drawings, (iii) receipt of releases of lien from all contractors and materialmen who supplied labor or materials for the Fourteenth Amendment Work (which lien waivers may be contingent only on payment of the amount then being requisitioned, and within twenty (20) days after Landlord makes such payment, Tenant shall obtain and deliver to Landlord full, final and unconditional lien waivers), (v) receipt of all closeout requirements set forth on Schedule II to this Attachment B, and (v) Landlord's receipt of paid invoices evidencing that Tenant has actually paid to materialmen, vendors, consultants, and contractors who have supplied materials, services, or labor for the Fourteenth Amendment Work an amount equal to or in excess of the amount of the Fourteenth Amendment Allowance in the aggregate; provided, however, that if any portion of the Fourteenth Amendment Allowance remains available following application thereof to all Allowable Costs incurred in connection with the Fourteenth Amendment Work, then at Tenant's written election received by Landlord prior to the Fourteenth Amendment Allowance Deadline (as defined below), a portion of such remainder, in an aggregate amount not to exceed a maximum of \$1,500,000.00, shall be permitted to be applied as a credit (the "**Allowance Credit**") against the Base Rent first payable under the Amendment from and after the date of such election for the first calendar year(s) thereafter in which no other abatement of such Base Rent is applicable. If any portion of the Fourteenth Amendment Allowance is not fully utilized (or applied as an Allowance Credit by written notice to Landlord

thereof) by January 31, 2029 (the “**Fourteenth Amendment Allowance Deadline**”), the unused or unapplied portion of the Fourteenth Amendment Allowance shall be deemed waived and forfeited and Tenant shall not be entitled to any credit, cash or otherwise, therefor.

(f) Notwithstanding anything to the contrary set forth herein, in the event that (i) Landlord fails to timely make a disbursement of the Fourteenth Amendment Allowance as and when required pursuant to the terms hereof following satisfaction of all applicable conditions to the funding thereof (the “**Overdue Allowance**”), and (ii) thereafter, the Overdue Allowance is not paid within thirty (30) days after written notice from Tenant is received by Landlord and any Mortgagee that has been identified to Tenant in writing, which notice shall set forth in bold capital letters the following statement: “IF LANDLORD FAILS TO DISBURSE THE OVERDUE ALLOWANCE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS NOTICE, THEN TENANT SHALL HAVE THE RIGHT TO OFFSET THE OVERDUE ALLOWANCE AGAINST BASE RENT” and shall identify in reasonable detail the basis for the set off (the “**Allowance Set Off Notice**”), then the same shall accrue interest at the Capital Interest Rate and thereafter at any time prior to Landlord’s (or any Mortgagee’s) payment of the Overdue Allowance and such accrued interest, as Tenant’s sole and exclusive remedy in connection with such Overdue Allowance, Tenant shall have the right to set off against the Base Rent payable by Tenant under the Lease an amount equal to the Overdue Allowance and such accrued interest from the date due to the date paid or set off; provided that Tenant may not deduct amounts greater than thirty percent (30%) of the monthly Base Rent due under the Lease from any single monthly installment of Base Rent (the “**Allowance Offset Limit**”); provided, however, that if the Allowance Offset Limit would prevent Tenant from recovering such Overdue Allowance and accrued interest prior to the then-scheduled expiration of the Term, then the Allowance Offset Limit shall be increased by the smallest amount necessary to permit Tenant to recover all such Overdue Allowance and accrued interest by the then-scheduled expiration of the Term. Any set off that occurs or is permitted to occur under this Paragraph in accordance with the foregoing shall be nullified and of no further force and effect if and to the extent that, and at such time as, the applicable amount of the Overdue Allowance and such accrued interest is paid to Tenant in full. The foregoing provision shall be deemed null and void and shall be deemed deleted from this Amendment upon the full disbursement of the Fourteenth Amendment Allowance as provided herein. Any portion of the Fourteenth Amendment Allowance that is offset as aforesaid is deemed to have been funded, and in all events Tenant must use (or have used) the amount offset for the items to which the applicable portion of the Fourteenth Amendment Allowance may be applied.

(g) Notwithstanding anything to the contrary contained in this Attachment B, if the lawful performance of the Fourteenth Amendment Work requires the removal or remediation of any Hazardous Materials, expressly excluding any such Hazardous Materials that may be located in the Existing Space or the Existing Storage Space) that were not used, generated, stored or disposed of by Tenant or any Tenant Related Parties, then Tenant shall notify Landlord thereof in writing promptly upon Tenant’s receipt of notice thereof and, solely if and to the extent required by applicable environmental Laws in order to lawfully perform the Fourteenth Amendment Work, the incremental commercially reasonable third party costs incurred by Tenant to remove or remediate the same pursuant to such requirements of applicable

environmental Laws shall be borne by Landlord and shall be paid by Landlord to Tenant in the same manner as (but without being deducted from) the Fourteenth Amendment Allowance.

5. Schedule.

(a) Tenant shall submit to Landlord a final space plan and all specifications, details, finishes (including without limitation, paint and carpet selections), elevations and sections, all as approved by Tenant, for Landlord's written approval in accordance with Paragraph 6 below. Such space plan shall indicate partition and space layout and proposed fixturing, door location, special equipment types, materials and colors, reflected ceiling plan (including lighting, materials and sprinkler heads), floor load requirements exceeding fifty (50) pounds per square foot live load, telephone and electrical outlet locations.

(b) Tenant shall submit to Landlord final architectural and engineering working drawings approved by Tenant for Landlord's written approval, such approval not to be unreasonably withheld, conditioned or delayed. Such architectural working drawings shall include: master legend, construction and floor plan, reflected ceiling plan, telephone and electrical outlet layout and usage system, finish plan, sign, window and storefront details (if any), and all architectural details, elevations, specifications and finishes necessary to perform the applicable Fourteenth Amendment Work. Said drawings, when approved by Landlord, are referred to herein as the "**Final Construction Drawings.**"

(c) It is hereby acknowledged and agreed that the Fourteenth Amendment Work will be performed in numerous phases, based on, among other considerations, the delivery to Tenant of each Suite that expands the Existing Space and the necessity of performing the Base Building Modifications at a time and in a manner that minimizes the adverse impact thereof on other Building tenants. Accordingly, the foregoing design and construction plans and specifications submissions will be repeated for each such phase of the Fourteenth Amendment Work, however, once commenced, Tenant shall proceed in a diligent and continuous manner to completion of the applicable phase of the Fourteenth Amendment Work. Landlord and Tenant will work together in good faith to develop a commercially reasonable phasing schedule for the components of the Fourteenth Amendment Work that may adversely impact other Building tenants, and all references in this Attachment to a "phase" of the Fourteenth Amendment Work shall be deemed to include without limitation each such agreed upon phase.

6. Approval. All plans and drawings (and any changes thereto) shall be subject to Landlord's prior written approval. Landlord shall not unreasonably withhold, condition or delay its approval of any such plans or drawings. Landlord's approval of Tenant's plans and drawings (and changes thereto) shall not constitute either (a) approval of any delay caused by Tenant or a waiver of any right or remedy that may arise as a result of such delay, or (b) Landlord's representation that such approved plans, drawings or changes comply with all applicable governmental laws, codes, orders, rules or regulations. Any deficiency in design or construction, although the same had prior approval of Landlord, shall be solely the responsibility of Tenant. All materials and equipment furnished by Tenant shall be new or like new and all work shall be done in a good and first-class workmanlike manner. Further, Landlord shall advise Tenant within ten (10) business days after receiving any request for such approval (including receipt of

hard or electronic copies of such reasonable plans and drawings) whether or not Landlord approves such plans and drawings (or changes thereto) (or if disapproval, the specific reasons for such disapproval). In the event Tenant is required to resubmit plans or drawings (or changes thereto) for approval, Landlord shall respond to such resubmitted plans and drawings (or changes thereto) within five (5) business days after Tenant's submission of a complete set of hard or electronic copies of such plans and drawings. If Landlord fails to respond to a submission of plans and drawings (or changes thereto) within the time frames set forth above, and Landlord also fails to respond to Tenant within three (3) business days after Landlord's receipt of a second written request for Landlord's approval (which second request states in bold capital letters that the request will be deemed approved if Landlord fails to respond with the three (3) business day period) then, Landlord shall be deemed to have approved the same as submitted, however, such deemed approval shall not apply with respect to improvements affecting the base Building structure or the Base Building Systems.

7. General Requirements.

(a) Tenant construction shall proceed only on the basis of approved drawings. Changes that occur during actual construction that differ from the approved drawings will require alterations at Tenant's expense to restore compliance with approved drawings, unless otherwise approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. No drawings are considered "approved" unless they bear Landlord's signature of approval.

(b) Landlord shall have no obligation or responsibility to Tenant in respect of minor deviations in the actual dimensions of the Premises or the Building. Tenant shall have the affirmative obligation to conduct an on-site verification of all measurements and dimensions prior to letting any contracts for the performance of the Fourteenth Amendment Work and prior to ordering the fabrication of any trade fixtures.

(c) Following Landlord's approval of the Final Construction Drawings for the applicable portion of the Fourteenth Amendment Work, Tenant shall submit the following:

- (i) Names of all contractors and subcontractors (all of which shall be subject to Landlord's approval, not be unreasonably withheld, conditioned or delayed);
- (ii) Evidence of Tenant insurance coverage, if evidence of current coverage has not already been received by Landlord;
- (iii) Copy of building permit(s); and
- (iv) The then-current completion schedule from Tenant's general contractor.

8. Performance of Fourteenth Amendment Work. Tenant will perform and complete the Fourteenth Amendment Work in compliance with all Rules and Procedures for Contractors set forth on Schedule I hereto and such other commercially reasonable rules and regulations as Landlord may require and of which Tenant is provided with reasonable prior written notice,

however, from and after the Single-Tenant Date, Landlord shall not enforce against Tenant (or its employees, agents or contractors) any rules or procedures that relate solely to not disturbing other Building office tenants, without affecting Landlord's ability to enforce rules or procedures that relate to avoiding damage or injury to persons or property or any other purpose reasonably required by Landlord.

9. Completion of Fourteenth Amendment Work. At such time as each phase of the Fourteenth Amendment Work shall be completed, Tenant, at its sole cost and expense and without cost to Landlord shall:

(a) Furnish evidence satisfactory to Landlord that all of the applicable Fourteenth Amendment Work has been completed and paid for in full, and that any and all liens therefor that have been or might be filed have been discharged of record (by payment, bond, order of a court of competent jurisdiction or otherwise) or waived;

(b) Furnish to Landlord all certifications and approvals with respect to the applicable Fourteenth Amendment Work that may be required from any governmental authority and any board of fire underwriters or similar body for the use and occupancy of the applicable portion of the Premises;

(c) Furnish Landlord with one (1) set of reproducible "as built" drawings of the applicable Fourteenth Amendment Work;

(d) Furnish an affidavit from Tenant's architect on the standard AIA form therefor certifying that all work performed for the applicable Fourteenth Amendment Work is in accordance with the working drawings and specifications approved by Landlord therefor.

10. Work Standards. All of the Fourteenth Amendment Work shall be done and installed in compliance with all applicable Laws and with the overall construction standards of the Building. Landlord's approval of the Final Construction Drawings with respect to each phase of the Fourteenth Amendment Work shall evidence Landlord's agreement that the applicable phase of the Fourteenth Amendment Work is in line with the overall construction standards of the Building, provided that such phase of the Fourteenth Amendment Work is completed in compliance with the Final Construction Drawings therefor in all material respects.

11. Permits. Tenant shall file all applications, plans and specifications, pay all fees and obtain all permits, certificates and other approvals required by the jurisdiction in which the Building is located and any other authorities having jurisdiction in connection with the commencement and completion of the Fourteenth Amendment Work and, with respect to any of the forgoing relating to the completion (but not the commencement) of a phase of the Fourteenth Amendment Work, diligently and in good faith pursue same so that all such permits and approvals are issued as soon as reasonably practicable. If minor modifications are at any time required by government authorities to any such plans or specifications, then Tenant shall make such modifications. Tenant shall permit Landlord to assist Tenant in obtaining all such permits and other items. Tenant shall obtain a valid non-residential use permit (or certificate of occupancy) for each phase of the Fourteenth Amendment Work (as applicable) and all other

approvals required for Tenant to use and occupy the applicable portions of the Premises. Copies of all building and occupancy permits shall be provided to Landlord upon receipt. The Fourteenth Amendment Allowance may be used by Tenant to comply with the requirements of this Paragraph 11.

12. Contractor Insurance. Tenant's general contractor shall be required to provide the following insurance:

(a) Builder's Risk Insurance. At all times during the period between the commencement of construction of the Fourteenth Amendment Work and the completion of the Fourteenth Amendment Work with all non-residential use permits or occupancy certificates required therefor received, Tenant shall maintain, or cause to be maintained, casualty insurance in Builder's Risk Form covering Landlord, Landlord's architects, Landlord's contractor or subcontractors, Tenant and Tenant's contractors, as their interests may appear, against loss of damage by fire, vandalism, and malicious mischief and other such risks as are customarily covered by the so-call "broad form extended coverage endorsement" upon all Fourteenth Amendment Work in place and all materials stored at the site of the Fourteenth Amendment Work and all materials, equipment, supplies and temporary structures of all kinds incident to the Fourteenth Amendment Work and builder's machinery, tools and equipment, all while forming a part of the Fourteenth Amendment Work, or when adjacent thereto, while on drives, sidewalks, streets, or alleys, all on a completed value basis for the full insurable value at all times. Said Builder's Risk Insurance shall contain an express waiver of any right of subrogation by the insurer against Landlord, its agents, employees and contractors.

(b) Workers Compensation. At all times during the period of construction of the Fourteenth Amendment Work, in addition to the insurance requirements under Section 15(c) of the Original Lease, Tenant's contractors and subcontractors shall maintain in effect statutory worker's compensation as required by the jurisdiction in which the Building is located.

13. Contractor Liability. Except to the extent caused by the negligent acts or omissions or willful misconduct of Landlord or any Landlord Related Parties, and subject to Section 16 of the Original Lease, as between Landlord and Tenant, Tenant assumes the responsibility and liability for any and all injuries or death of any or all persons, including Tenant's contractors and subcontractors, and their respective employees, and for any and all damages to property caused by, or resulting from or arising out of any act or wrongful omission on the part of Tenant in connection with the Fourteenth Amendment Work. Except to the extent caused by the negligent acts or omissions or willful misconduct of Landlord or any Landlord Related Parties, Tenant's contractors or subcontractors, in the prosecution of the Fourteenth Amendment Work, and with respect to such work, agree to indemnify and save free and harmless Landlord from and against all losses and/or expenses, including reasonable legal fees and expenses, which they may suffer or pay as the result of claims or lawsuits due to, because of, or arising out of any and all such bodily injuries or death and/or damage to tangible property (other than the Fourth Amendment Work), whether real or alleged; and Tenant and Tenant's contractors and/or subcontractors or their respective insurance companies shall assume and defend at their own expense all such claims or lawsuits. Tenant agrees to insure this assumed liability in its

policy of Broad Form Commercial General Liability insurance and the certificate of insurance or copy of the policy that Tenant will present to Landlord shall so indicate such contractual coverage.

14. Coordination. [Intentionally Omitted].

15. Loads. No item shall be mounted on or hung from the interior or exterior of the Building by Tenant without Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. If Tenant desires to mount or hang anything, Tenant shall notify Landlord of the loads involved.

16. Ducts. [Intentionally Omitted].

17. Contractor Responsibilities. As between Landlord and Tenant, it shall be Tenant's responsibility to cause each of Tenant's contractors and subcontractors to:

(a) Maintain continuous protection of any premises adjacent to area in which the Fourteenth Amendment Work is being performed in such a manner (including the use of lights, guardrails, barricades and dust proof partitions where required) as to prevent any damage to the Building or any adjacent premises by reason of the performance of the Fourteenth Amendment Work.

(b) Secure all parts of the Fourteenth Amendment Work against accident, storm, and any other hazard. However, no barricades or other protective device shall extend more than two (2) feet beyond the Premises or the other area of the Building in which the Fourteenth Amendment Work is being performed. In addition to the foregoing, Tenant's barricade or other protective device, if any, shall be attractive in appearance, shall extend across the frontage and full height of the Premises or other such area of the Building, and shall be of materials approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

(c) Comply strictly with the Rules and Procedures for Contractors set forth on Schedule I to this Attachment B (subject to Paragraph 8 above), and Tenant agrees to be responsible for any violations thereof. Upon completion of each phase of the Fourteenth Amendment Work, to remove all temporary structures, surplus materials, debris and rubbish of whatever kind remaining on any part of the Building or in proximity thereto which was brought in or created in the performance of Fourteenth Amendment Work (including stocking refuse). If upon completion of any phase of the Fourteenth Amendment Work Tenant's contractors and subcontractors shall neglect, refuse or fail to remove any debris, rubbish, surplus materials, or temporary structures, Landlord at its sole option may remove the same at Tenant's expense without prior notice.

(d) Use only the Premises or other specific areas of the Building in which the Fourteenth Amendment Work is being performed for the performance of the Fourteenth Amendment Work. Entry into areas unrelated to the performance of the Fourteenth Amendment Work is prohibited.

(e) Warrants that the work done by it will be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of Substantial Completion (as such term is defined in the contract between Tenant and its general contractor) thereof, except for those inherent in the quality of the Fourteenth Amendment Work that the Final Construction Drawings require or permit. Tenant shall also require that any such contractors and subcontractors shall be responsible for the replacement or repair without charge for any and all work done or furnished by or through such contractors or subcontractors which becomes defective within one (1) year after Substantial Completion; provided, however, Tenant shall not be in default if Tenant elects to perform the required replacement or repair. The contractor's warranty may exclude remedy for damage or defect caused by abuse, alterations to the Fourteenth Amendment Work not executed by the contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Replacement or repair of such work shall include, without charge, all expenses and damages in connection with such removal, replacement, or repair of all or any part of such work, or any part of the Building which may have been damaged or disturbed thereby. All warranties or guarantees in connection with the Fourteenth Amendment Work (to the extent such warranties or guarantees are for items which are to remain the property of Landlord following the expiration of the Term of the Lease or earlier termination of the Lease) shall be contained in the contract or subcontract, which shall provide that said guarantees or warranties either shall be issued in the name of Tenant and Landlord, or shall be transferable to Tenant and Landlord. Tenant covenants to give to Landlord any assignment or other assurance necessary to effect such right of direct enforcement.



## ATTACHMENT B

### SCHEDULE I

#### RULES AND PROCEDURES FOR CONTRACTORS

##### Proper Conduct of Construction Employees and Sub-Contractors

All Construction workers should conduct themselves in a manner appropriate to business surroundings to including the following:

1. Refrain from using vulgar language or shouting so as not to disturb working tenants.
2. Use of alcohol or drugs on the job site is not allowed. Any violators shall be immediately dismissed from the building and are subject to notification of law enforcement and prosecution as allowed under law.
3. No radios/music will be played that can be heard in the common areas of the building.
4. No smoking is permitted in the building.
5. All food trash will be disposed of daily.
6. Breaks for eating will be within the work area, not in any common areas of the building.
7. Entry to the Premises for construction personnel shall be through the front door of the Premises, but all deliveries shall be through the rear loading area of the building.
8. Construction personnel will not be allowed to use the building phones or restrooms, if any.

##### General Building Regulations

Construction supervisors shall ensure that the following regulations are followed:

9. Construction materials may **not** be left in any portion of a common area that is utilized by tenants of the building, including hallways and lobby areas.
10. Construction materials may **not** be placed in such a manner that egress to a fire doors or to stairwells are obstructed.
11. Contractors will remove their trash and debris daily. The contractor must provide construction dumpster(s). Building trash containers are not to be used for construction debris. Failure to properly clean up debris will result in a cleaning charge to the contractor. (Minimum charge is \$50.00).

12. Dumpsters shall be placed in the Landlord designated area outside of the Building with Tenant's contractor being obligated to obtain all required permits for the same.
13. During construction, contractor shall raise blinds, if any, and protect them with plastic so as not to damage them. If the interior of the suite can be seen from the exterior of the building, Landlord may require screening from public view.
14. Masonite boards will be placed on all carpeted areas and walls of the building and the freight elevator, when used during trash removal and delivery of supplies.
15. Common areas of the building affected by construction will be vacuumed at the end of the workday.
16. Prior to demolition, if carpet is to remain in the suite, it should be protected by heavy plastic cover or removed, stored and re-laid. Failure to protect carpet or lobby floors will result in a cleaning charge.
17. All doors from the common lobbies and corridors to the construction suite are to be kept closed at all times.
18. The building is secured after normal business hours. Arrangements for after hours entry must be made 48 hours in advance of need.
19. All work must be performed in compliance with OSHA safety standards.
20. Before any drilling, core boring or other structural work is performed, the contractors will verify the locations of the building's utility lines or other obstructions so as not to damage them. Contractors are urged to take all possible precautions to protect utility lines. **X-ray prior to any core drilling will be required.**
21. No utilities or services to tenants are to be cut off or interrupted without first having requested in writing, and secured, in writing, the permission of the Landlord's representative.
22. Landlord shall be notified of all exterior work 48 hours prior to commencement. All construction work to be performed outside of the Premises, including within the parking garage of the Building, is included within the exterior work contemplated in the first sentence of this paragraph and such exterior work shall be coordinated with Landlord and performed after normal Building hours if such exterior work will require the blockage of any drive aisles or parking spaces.
23. Wherever it is deemed necessary to temporarily issue a key to the contractor, the contractor shall be responsible for controlling possession and use of the same until returned to the issuing party.
24. Due to post-tensioned structural slabs, drilling into the slabs, shall be done only with drills with drill-stop devices which detect metal within a slab.

ATTACHMENT B-Schedule I-2

### Elevator Use and Cleaning

25. All construction personnel shall travel through the building via freight elevators and loading dock entrances.
26. All construction materials and tools are to be hauled on the designated freight elevator **only**; any violations of this regulation may result in immediate removal of the contractor from the project.
27. Elevator handrails may not be used as chairs or supply holders.
28. The designated freight elevator is the only elevator to be used for moving materials and shall be properly protected with temporary Masonite floor and wall protection. Contractor is responsible for any damage to the elevator cab that may occur.
29. Contractor must implement a *dust and debris* policy to prevent dust from being tracked or conveyed to any portion of the building.
30. Arrangement must be made with the Building Engineer to place the elevator on independent service for the hauling of materials. Elevator doors should never be propped open by any method other than use of the elevator lock-off key.
31. The contractor will remove all protective materials at the end of the contractor's workday.
32. Damage must be reported to the management office immediately.
33. Any damage to the elevator, mechanical or aesthetic, will be billed to the tenant.

### Deliveries

34. The loading dock located at the rear of the property is for deliveries only.
35. Deliveries must be coordinated with the Building Engineer or the Management Office to take place between the hours of 6:00 A.M. – 6:00 P.M. Monday -Friday.
36. Deliveries scheduled at times other than regular business hours must be arranged at least twenty-four (24) hours in advance of such delivery and will require the presence of the Building Engineer. Tenant shall be responsible for cost of such services at the rate of **[\$90.00]** an hour with a minimum charge for four (4) hours.

### Parking

37. Parking used by Tenant or its contractors shall be at prevailing rates as available through the Parking Facility Operator.

## PART VI – Restrooms

38. Tenant's contractor shall provide portable restrooms for use during construction and shall obtain all permits necessary for the placement and use thereof. To be also coordinated with Landlord for placement in or around the Building.

## Work Involving Excessive Noise

39. All work involving excessive noise such as drilling, noisy demolition or any work which may disturb other tenants in the building will be permitted during non-business hours only, before 8:00 am or after 6:00 pm, Monday through Friday, or before 8:00 am or after 1:00 pm Saturdays unless coordinated with Landlord. Manager should be notified of all work involving excessive noise at least 24 hours in advance.

## Mechanical, Electrical and Plumbing Safety

40. All work to be performed on mechanical, electrical or plumbing systems must be scheduled with the Building Engineer or the Management Office.
41. Lock-out/Tag-out must be used for all electrical work.
42. If any mechanical, electrical, or plumbing system is already *off* prior to the commencement of work, Tenant shall coordinate with the Building Engineer and determine why the system is off prior to commencing work.
43. The Building Engineer must be present if a condenser water system needs to be drained.
44. All work involving condenser or domestic water risers, the shutdown of electrical panels or any other disruptive activity must be scheduled after regular business hours, and will require the presence of the Building Engineer.
45. During construction, any exposed HVAC unit should be kept free of all construction materials, food and drinks. Nothing should be placed on top of or in front of any units. Contractor will not operate any HVAC equipment without approval of the Building Engineer. Contractor will be responsible for cost of filter replacements at job completion. A thorough cleaning of all units will be performed after construction work is completed.

## Fire Annunciation System

46. All fire alarm and sprinkler work must be coordinated with the engineer's office at least 24 hours in advance.
47. Contractor shall take all necessary precautions to prevent accidental alarm of the fire system devices. Before any such device is temporarily incapacitated, Landlord's representative shall be advised and contractor will be responsible for any necessary notification of the Fire Department. **ANY CONTRACTOR WHO ACCIDENTALLY**

**SETS OFF A BUILDING FIRE ALARM WILL BE ASSESSED \$500.00 PER INCIDENT.**

- 48. Any modifications to the building fire alarm system must be coordinated with the Building Engineer, the Management Office, and the Building Fire Alarm Contractor.
- 49. **Building Hours:** (excluding Building Holidays)
  - (Mon.-Fri.) 8:00 am - 8:00 pm
  - (Sat.) 9:00 am – 2:00 pm
  - (Sun.) Closed
- 50. Signage – Contractor or subcontractor signage may not be displayed in the building common areas or any of the window glass.
- 51. Posting of rules and regulations – A copy of these rules and regulations, acknowledged and accepted by the General Contractor, must be posted on the job site in a manner allowing easy access by all workers. It is the General Contractor’s responsibility to instruct all workers, including subcontractors, to familiarize themselves with these rules.
- 52. Engineering overtime – Should the Contractor perform any work which, in the sole estimation of Building Manager, requires the building engineer to be on duty during non-standard working hours, Tenant shall be responsible for cost of such services at the rate of **[\$90.00]** an hour with a minimum charge for four (4) hours.
- 53. Safety – Contractors shall be extremely cognizant of all life safety issues and shall provide a list of emergency contacts in the event that a representative of the contractor’s organization must be contacted after hours. In addition to this contact list, contractors shall provide fire extinguishers at a ratio of one (1) for each 1,000 square feet of construction area and such fire extinguishers shall be mounted in a visible area marked properly. Contractors shall comply with all OSHA regulations as well as all federal, state and district codes relating to workers safety. The contractor shall review the job site and the job organization for total compliance to these rules and regulations on a regular basis and, upon request of Landlord, provide a report that such review has been performed and any infractions that were observed during this review. *After construction, the contractor will provide Material Safety Data Sheets for all materials used on-site by the contractor.*

Acknowledged By:

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT B**  
**SCHEDULE II**  
**CLOSEOUT REQUIREMENTS**

**PROJECT CLOSEOUT CHECKLIST**

Project Name: Attendees:

Project Manager:

Owner:

NO.	ACTION DESCRIPTION	DATE DUE	STATUS
1	Final Inspection Stickers / Permit Set of Plans		
2	Punch List Sign Off		
3	Review Operation and Maintenance Manuals		
4	As Built Drawings / Redlines		
5	Air Balance Report		
6	Return Key / Access Cards		
7	Warranty Procedures / Lifetime Craftsmanship Warranty		
8	Equipment / System Training		
9	HVAC Service and Maintenance Agreements		
10	Outstanding Change Orders / Work Schedule		
11	Final Payment Application		
12	Provide Services Information GC and Contractors		
13	Any Training Videos Required Per Construction Docs		
14	Additional Items:		
15			
16			
17			
18			
19			
20			
21			
22			

Project Completion Approval:

Owner/Architect Name:

Signature:

Date:

PM Initials:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

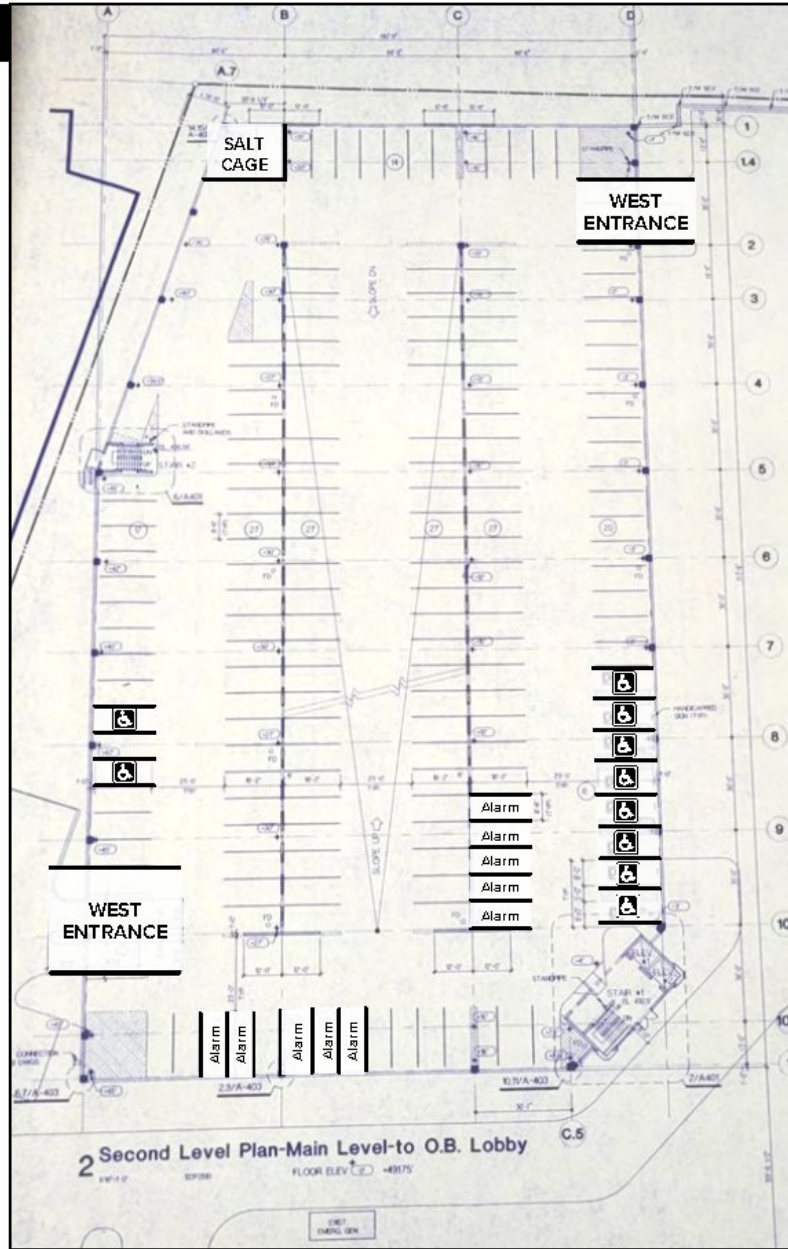
\_\_\_\_\_

**ATTACHMENT C-1  
CURRENT RESERVED PARKING MAP**

**Attachment C-1**

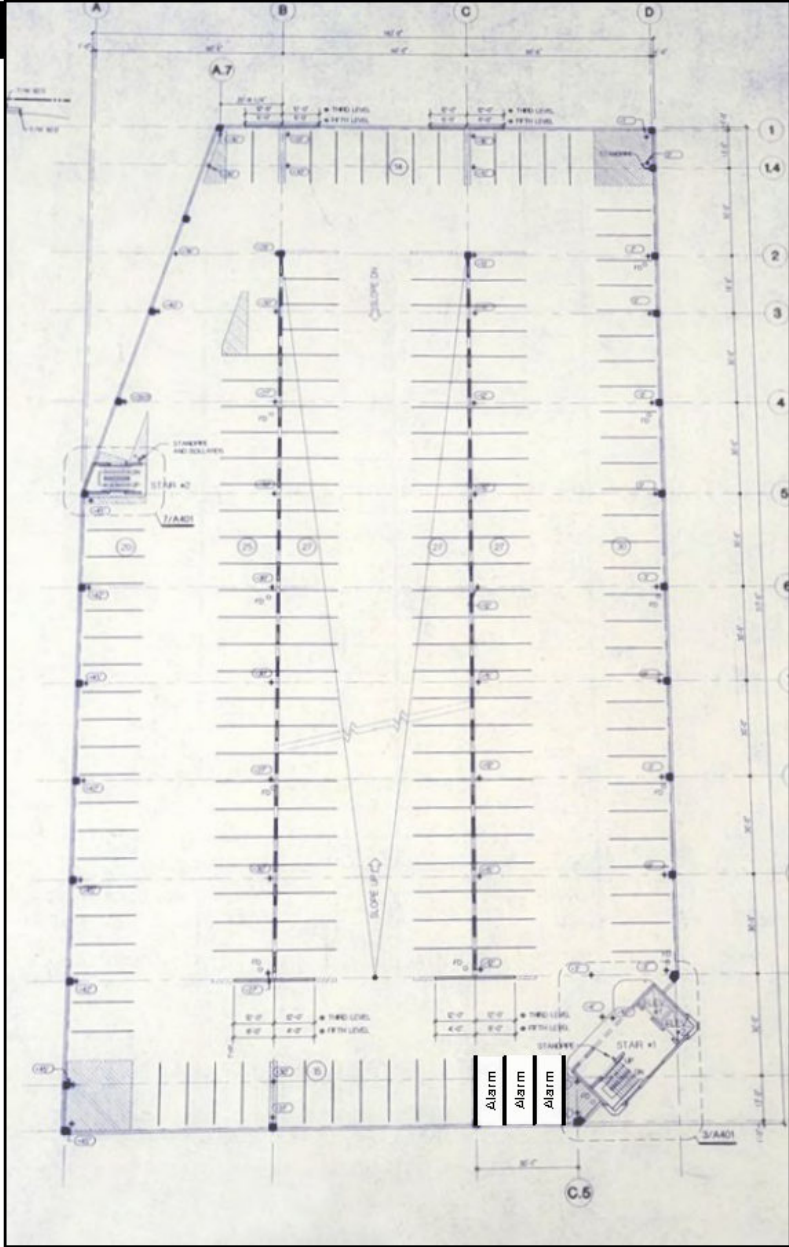


**Level 1**  
Current Garage  
Reserved Parking  
Spaces





Level 2  
Current Garage  
Reserved Parking  
Spaces





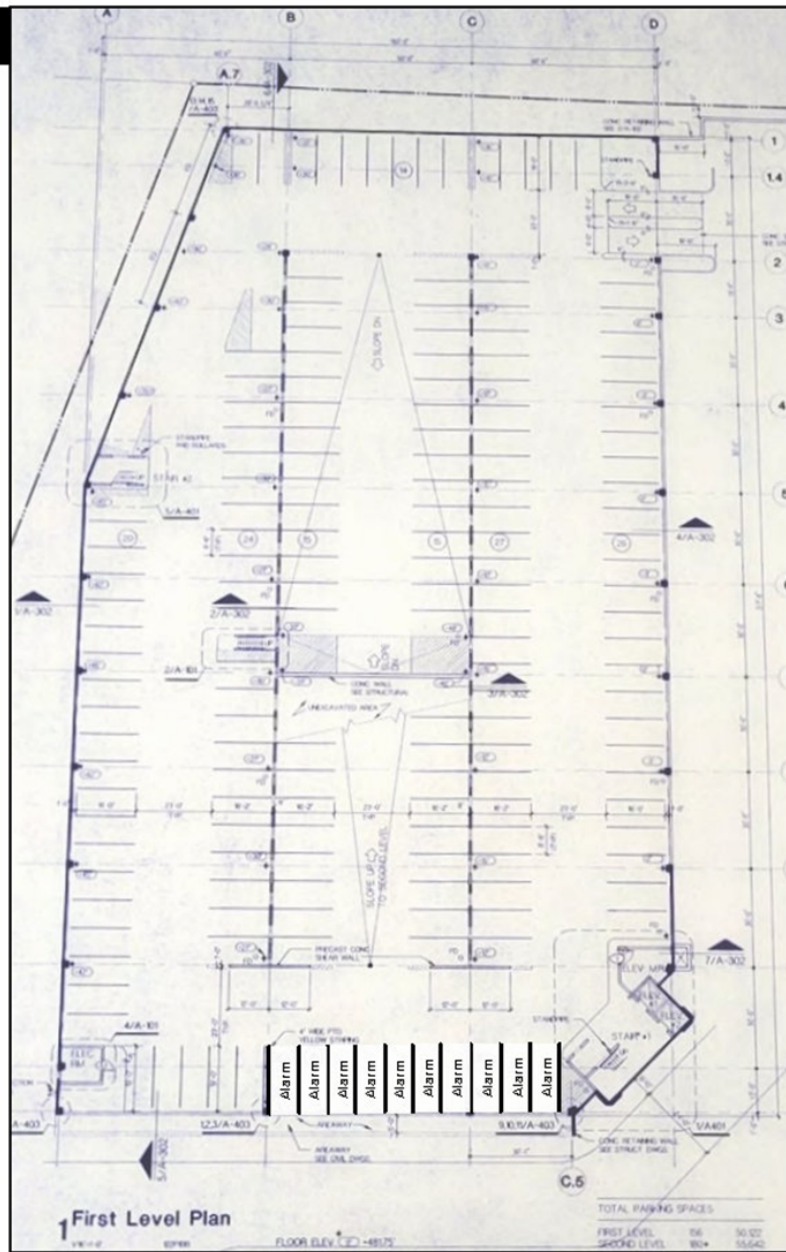
**ATTACHMENT C-2  
PROPOSED RESERVED PARKING MAP**

**Attachment C-2**



Lower Level

Garage Reserved  
Parking Spaces

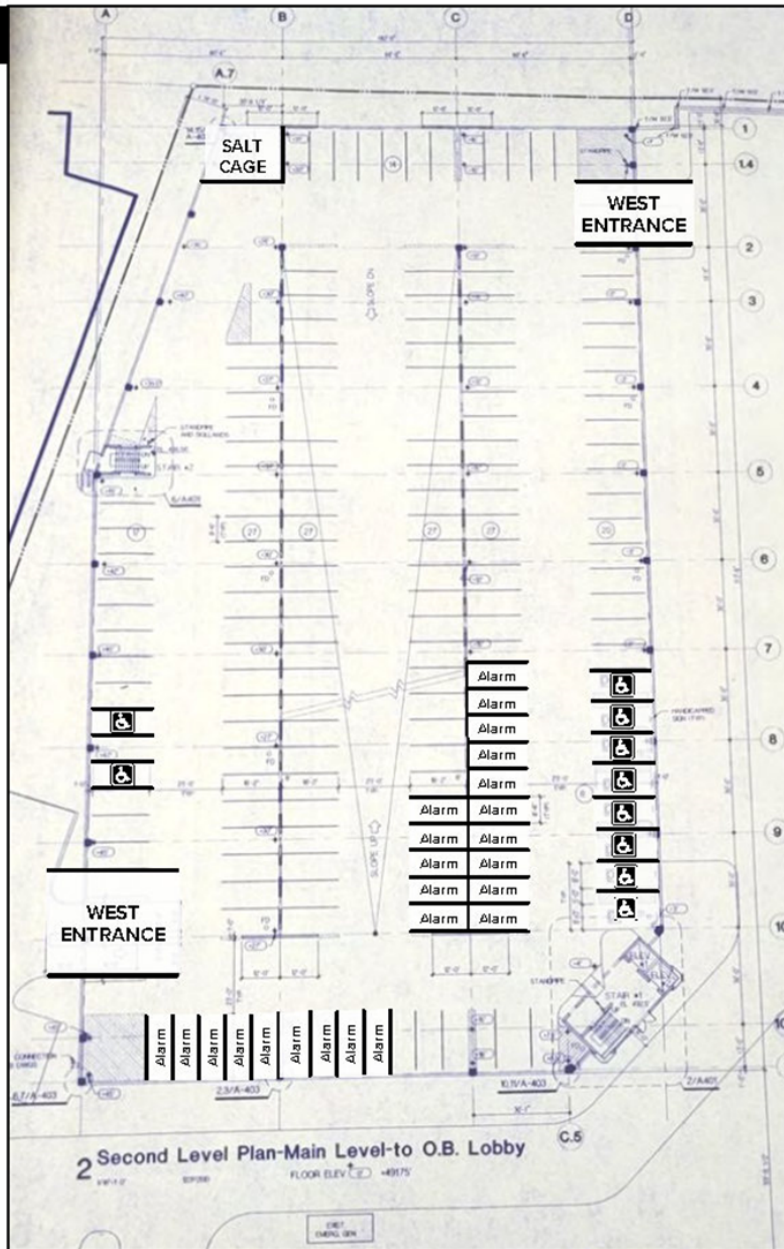


Attachment C-2



Level 1

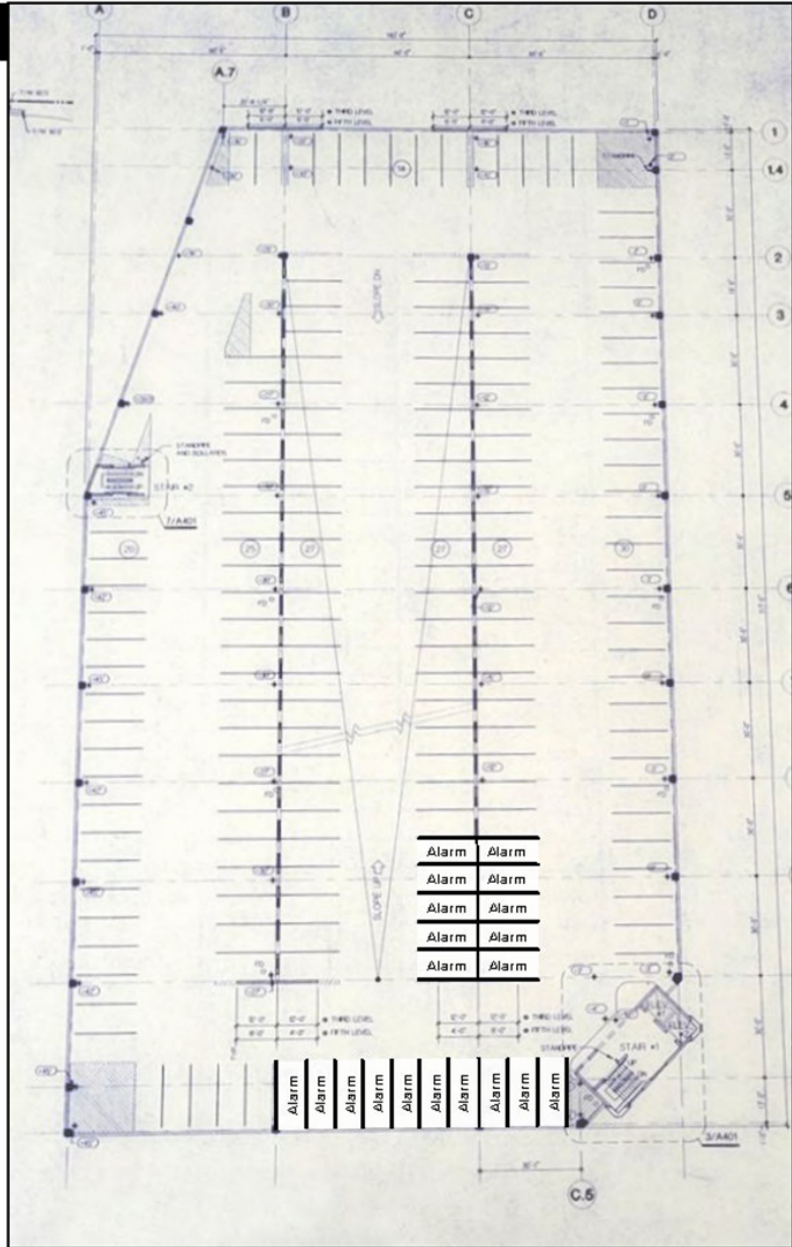
Garage Reserved  
Parking Spaces



**Attachment C-2**

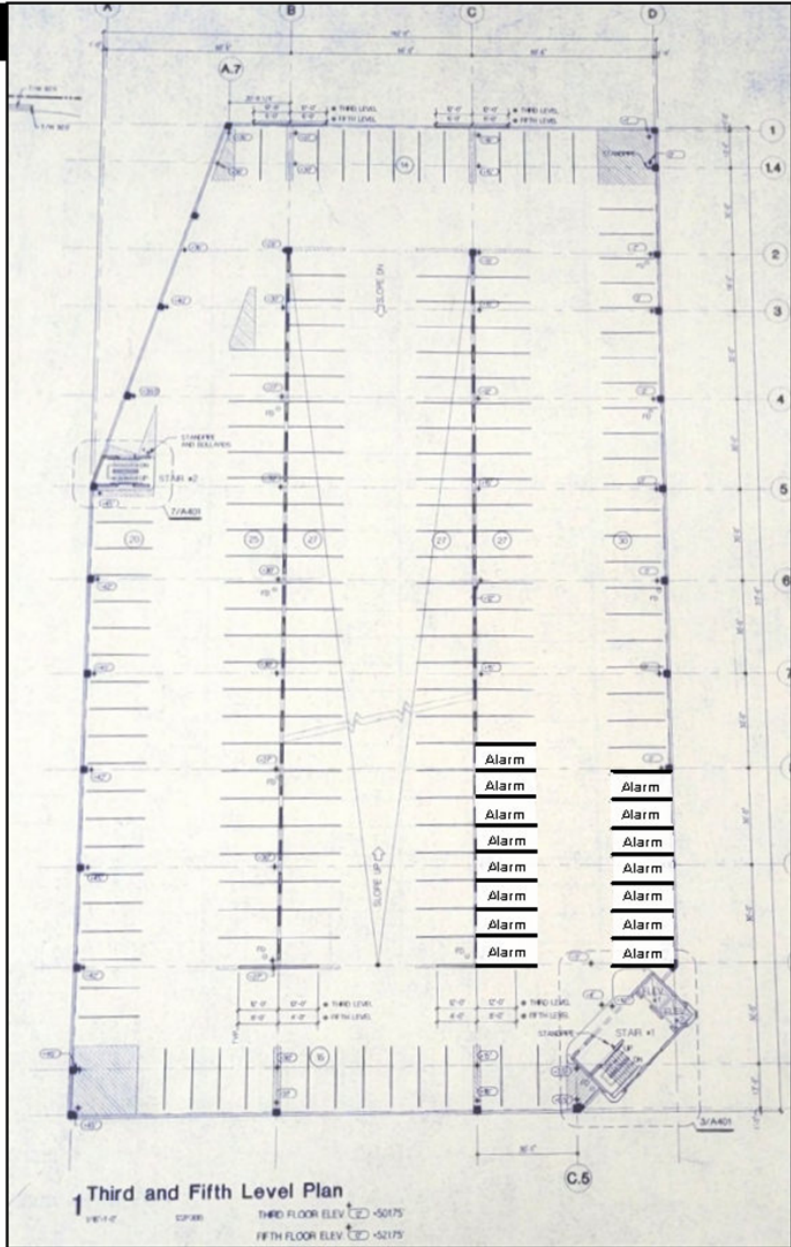


**Level 2**  
Garage Reserved  
Parking Spaces





Level 3  
Garage Reserved  
Parking Spaces



**ATTACHMENT C-3**  
**DESIGNATED SURFACE PARKING SPACES**



**ATTACHMENT D  
FORM OF CERTIFICATE TO CONFIRM COMMENCEMENT DATES**

**CERTIFICATE**

This Certificate (“**Certificate**”), dated as of \_\_\_\_\_, is being provided pursuant to that certain Fourteenth Amendment to Deed of Office Lease Agreement made as of \_\_\_\_\_, 2024 (“**Fourteenth Amendment**”), by and between TMG TMC 3, L.L.C., a Delaware limited liability company (“**Landlord**”), and ALARM.COM INCORPORATED, a Delaware corporation (“**Tenant**”). The parties hereto hereby confirm that the following terms, which are defined in the Fourteenth Amendment, shall have the same meanings set forth below for all purposes in the Fourteenth Amendment:

1. The Suite 250 Commencement Date is \_\_\_\_\_.
2. The Suite 320 Commencement Date is \_\_\_\_\_.
3. The Suites 630/650 Commencement Date is \_\_\_\_\_.
4. The Suite 300 Commencement Date is \_\_\_\_\_.
5. The Suite 400 Commencement Date is \_\_\_\_\_.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Certificate under seal as of the date first written above.

WITNESS/ATTEST:

LANDLORD:

TMG TMC 3, L.L.C., a Delaware limited liability company

By: \_\_\_\_\_ [SEAL]

Name: Gary Block

Title: Partner & CIO

By: \_\_\_\_\_ [SEAL]

Name: Mark King

Title: President & COO

TENANT:

ALARM.COM INCORPORATED, a Delaware corporation

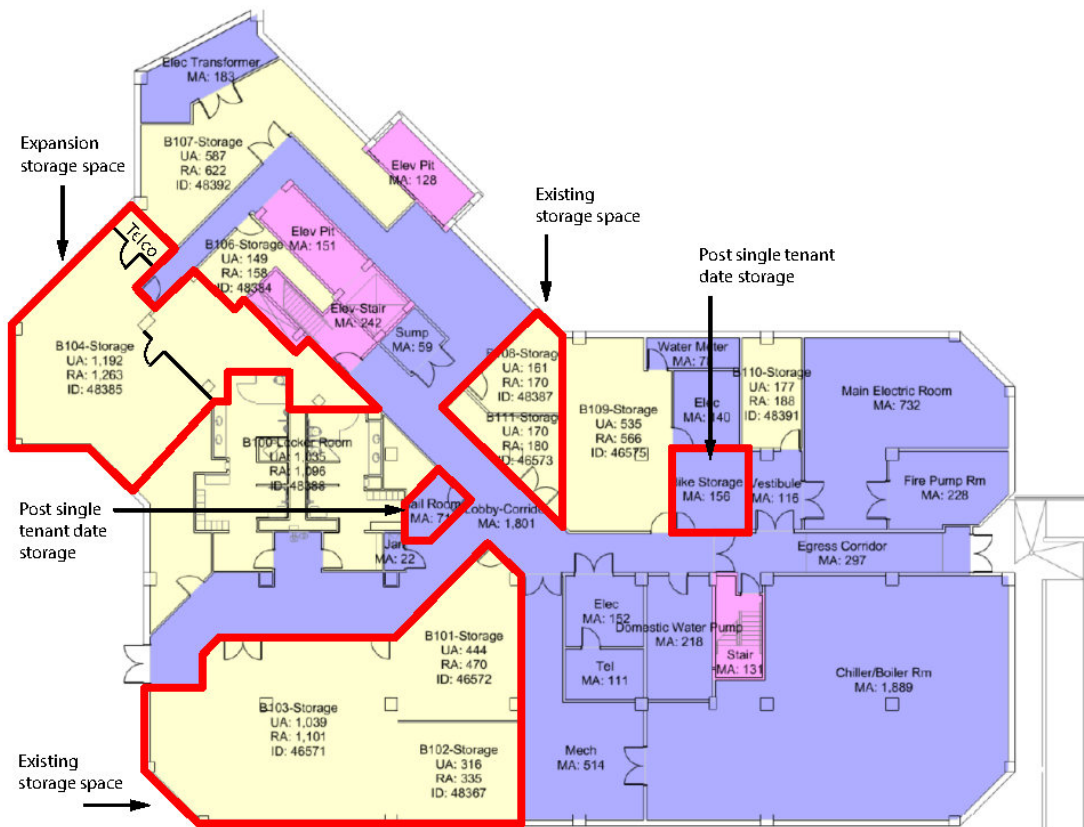
\_\_\_\_\_

By: \_\_\_\_\_ [SEAL]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# ATTACHMENT E DIAGRAM OF EXPANSION STORAGE SPACE, POST SINGLE TENANT DATE STORAGE, AND EXISTING STORAGE SPACE





**ATTACHMENT F  
CURRENT MORTGAGEE'S FORM OF SNDA**

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this "**Agreement**") is entered into as of \_\_\_\_\_, 2024 (the "**Effective Date**") by and between **STWD 2021-FL2, LTD.**, an exempt company with limited liability under the laws of the Cayman Islands (together with its successors and assigns, the "**Lender**"), and **ALARM.COM INCORPORATED**, a Delaware corporation (together with its permitted successors and assigns, the "**Tenant**"), with reference to the following facts:

A. TMG TMC 1 & 2, L.L.C., TMG TMC 3, L.L.C. and TMG TMC 4, L.L.C., each a Delaware limited liability company, whose address is c/o The Meridian Group, 3 Bethesda Metro center, Suite 1400, Bethesda, Maryland 20814 (collectively, the "**Landlord**") owns fee simple title or a leasehold interest in the real property described in Exhibit "A" attached hereto (the "**Property**").

B. Lender is the current holder of a loan to Landlord in the original principal amount of One Hundred Forty Million Dollars (\$140,000,000) (the "**Loan**").

C. The Loan is secured by, among other things, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated February 23, 2017 in favor of Lender, recorded on February 24, 2017, in the Fairfax County Clerk's Office as Instrument Number 16-001956 (as may be further amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "**Mortgage**").

D. Pursuant to that certain Deed of Office Lease Agreement dated August 8, 2014, as amended by that certain First Amendment to Deed of Office Lease Agreement dated as of May 29, 2015, that certain Second Amendment to Deed of Office Lease Agreement dated as of October 19, 2015, that certain Third Amendment to Deed of Office Lease Agreement dated as of May 6, 2016, that certain Fourth Amendment to Deed of Office Lease Agreement dated as of September 15, 2016, that certain Fifth Amendment to Deed of Office lease Agreement dated as of January 31, 2017, that certain Sixth Amendment to Deed of Office Lease Agreement dated October 10, 2018, that certain Seventh Amendment to Deed of Office Lease Agreement dated May 16, 2019, that certain Eighth Amendment to Deed of Office Lease Agreement dated July 17, 2019, that certain Ninth Amendment to Deed of Lease Agreement dated March 12, 2020, that certain Tenth Amendment to Deed of Office Lease Agreement dated December 17, 2020, that certain Eleventh Amendment to Deed of Lease Agreement dated December 21, 2021, that certain Twelfth Amendment to Deed of Office Lease Agreement dated January 12, 2022, that certain Thirteenth Amendment to Deed of Lease Agreement dated July 26, 2023, and that certain Fourteenth Amendment to Deed of Lease Agreement dated on or about the date hereof (the "**Fourteenth Amendment**") (as so amended, and as may be further amended in a manner by which a Successor Landlord (as hereinafter defined) would be bound, collectively, the "**Lease**"),

Landlord demised to Tenant a portion of the Property consisting of portions of the building located at 8281 Greensboro Drive, Tysons, Virginia 22102, as more particularly set forth in the Lease (the "**Leased Premises**"):

E. Tenant and Lender desire to agree upon the relative priorities of their interests in the Property and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Lender agree:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement.

1.1. Foreclosure Event. A "**Foreclosure Event**" means: (i) foreclosure under the Mortgage; (ii) any other exercise by Lender of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which a Successor Landlord becomes owner of the Property; or (iii) delivery by Landlord to Lender (or its designee or nominee) of a deed or other conveyance of Landlord's interest in the Property in lieu of any of the foregoing.

1.2. Former Landlord. A "**Former Landlord**" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.3. Offset Right. An "**Offset Right**" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

1.4. Rent. The "**Rent**" means any fixed rent, base rent or additional rent under the Lease.

1.5. Specified Offset Right. Each Offset Right set forth in Section 16 of the Fourteenth Amendment and Section 4(f) of Attachment B to the Fourteenth Amendment.

1.6. Successor Landlord. A "**Successor Landlord**" means any party that becomes owner of the Property as the result of a Foreclosure Event.

1.7. Termination Right. A "**Termination Right**" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease. A "**Termination Right**" shall not include any such right arising pursuant to Sections 17 [Casualty Damage] and/or 18 [Condemnation] of the initial Lease.

1.8. Other Capitalized Terms. If any capitalized term is used in this Agreement and no separate definition is contained in this Agreement, then such term shall have the same respective definition as set forth in the Lease.

2. Subordination. The Lease, as the same may hereafter be modified, amended or extended, shall be, and shall at all times remain, subject and subordinate to the terms conditions and provisions of the Mortgage, the lien imposed by the Mortgage, and all advances made under the Mortgage, subject to the terms of this Agreement. Notwithstanding the foregoing, Lender may elect, in its sole and absolute discretion, to subordinate the lien of the Mortgage to the Lease.

3. Nondisturbance, Recognition and Attornment.

3.1. No Exercise of Mortgage Remedies Against Tenant. So long as the Tenant is not in default under the Lease beyond any applicable grace or cure periods (an “**Event of Default**”), Lender (i) shall not terminate or disturb Tenant’s possession of the Leased Premises under the Lease, except in accordance with the terms of the Lease, and (ii) shall not name or join Tenant as a defendant in any exercise of Lender’s rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant’s rights under the Lease or this Agreement in such action.

3.2. Recognition and Attornment. Upon Successor Landlord taking title to the Property (i) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (ii) Tenant shall recognize and attorn to Successor Landlord as Tenant’s direct landlord under the Lease as affected by this Agreement; and (iii) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant. Tenant hereby acknowledges notice that pursuant to the Mortgage and assignment of rents, leases and profits, Landlord has granted to the Lender an absolute, present assignment of the Lease and Rents which provides that Tenant continue making payments of Rents and other amounts owed by Tenant under the Lease to or at the direction of the Landlord and to recognize the rights of Landlord under the Lease until notified otherwise in writing by the Lender. After receipt of such notice from Lender, Tenant shall thereafter make all such payments directly to the Lender or as the Lender may otherwise direct, without any further inquiry on the part of the Tenant. Any such payment actually made to the Lender or as directed by the Lender and actually received by Lender or the recipient to which Lender otherwise directed payment be made shall satisfy Tenant’s obligations to make such payments under the Lease. Landlord consents to the foregoing and waives any right, claim or demand which Landlord may have against Tenant by reason of such payments to Lender or as Lender directs. Such payment by Tenant will continue until the first to occur of the following: (a) the Lease expires pursuant to its terms and no further amounts are payable by Tenant thereunder; (b) Lender gives Tenant written notice that the rents and other payments are to be paid to Landlord; or (c) Lender gives Tenant written notice that a Successor Landlord has succeeded to the interests of Landlord and Lender under the Lease, after which time the rent and all other sums due under the Lease will be paid as directed by such Successor Landlord. Payment of rents to Lender as provided for hereunder shall not be deemed to: (i) cause Lender to succeed to or to assume any obligations or responsibilities of Landlord under the Lease or, (ii) relieve Landlord of any obligations under the Lease.

3.3. Further Documentation. The provisions of this Article 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article 3 in writing upon request by either of them within ten (10) business days of such request.

4. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1. Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment. The foregoing shall not limit (i) Tenant’s right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment; (ii) Tenant’s right to exercise against Successor Landlord any Specified Offset Right otherwise expressly available to Tenant under the Lease; provided, however, that if, prior to the date of attornment, Tenant gave Landlord a default notice giving rise to a Specified Offset Right but did not give Lender a Default Notice (as hereinafter defined) with respect to such Landlord default, then Successor Landlord shall not be liable for or bound by the Specified Offset Right relating to such Landlord default; (iii) Tenant’s right to exercise against Successor Landlord any express Offset Right (other than a Specified Offset Right which are addressed by clause (ii) above) otherwise expressly available to Tenant under the Lease; or

(iv) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's continuing obligations as landlord under the Lease.

4.2. Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment, unless such prepayment was actually delivered to Lender.

4.3. Payment; Security Deposit; Work. Any obligation: (i) to pay Tenant any sum(s) that any Former Landlord owed to Tenant unless such sums, if any, shall have been actually delivered to Lender by way of an assumption of escrow accounts or otherwise; (ii) with respect to any security deposited with Former Landlord, unless such security deposit was actually delivered to Lender; (iii) to commence or complete any initial construction of improvements in the Leased Premises or any expansion or rehabilitation of existing improvements thereon; or (iv) arising from representations and warranties related to Former Landlord. The foregoing shall not limit: (w) reconstruction or repair obligations of Successor Landlord following casualty or condemnation expressly set forth in the Lease; (x) day-to-day repair and maintenance obligations of Successor Landlord in accordance with the express terms and conditions of the Lease; (y) Tenant's right to exercise against Successor Landlord any Specified Offset Right otherwise expressly available to Tenant under the Lease; provided, however, that if, prior to the date of attornment, Tenant gave Landlord a default notice giving rise to a Specified Offset Right but did not give Lender a Default Notice with respect to such Landlord default, then Successor Landlord shall not be liable for or bound by the Specified Offset Right relating to such Landlord default; or (z) Tenant's right to exercise against Successor Landlord any express Offset Right (other than a Specified Offset Right which are addressed by clause (y) above) otherwise expressly available to Tenant under the Lease.

4.4. Modification, Amendment or Waiver. Any modification or amendment of the Lease, or any waiver of the terms of the Lease, made without Lender's prior written consent (which shall not be unreasonably withheld or conditioned or delayed beyond fifteen (15) business days), other than a modification or amendment that memorializes the exercise by Tenant of an express right or option set forth in the Lease that does not require Landlord's consent or approval.

4.5. Surrender, Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, except for termination, cancellation or surrender rights permitted to be unilaterally exercised by Tenant pursuant to the express terms of the Lease.

5. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Property from time to time, including insurance and condemnation proceeds, security deposits, escrows, Successor Landlord's interest in the Lease, and the proceeds from any sale, lease or other disposition of the Property (or any portion thereof) by Successor Landlord (collectively, the "**Successor Landlord's Interest**"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

6. Lender's Right to Cure. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Specified Offset Right or Termination Right:

6.1. Notice to Lender. Tenant shall provide Lender with notice of the breach or default by Landlord giving rise to same (the "**Default Notice**," which may be a copy of a notice sent to Landlord) and, thereafter, the opportunity to cure such breach or default as provided for below.

6.2. Lender's Cure Period. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees or undertakes otherwise in writing. In addition, as to any breach or default by Landlord the cure of which requires possession and control of the Property, provided that Lender undertakes by written notice to Tenant within thirty (30) days after Lender's receipt of the applicable Default Notice to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Lender's cure period shall continue for such additional time (the "**Extended Cure Period**") as Lender may reasonably require to either: (i) obtain possession and control of the Property with due diligence and thereafter cure the breach or default with reasonable diligence and continuity; or (ii) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

Before exercising any Offset Right (other than a Specified Offset Right which is subject to the notice and cure provisions set forth in this Section 6) expressly available to Tenant under the Lease, Tenant shall provide Lender with a Default Notice, but not the opportunity to cure such breach or default (including, without limitation, any Extended Cure Period).

7. Miscellaneous.

7.1. Notices. Any notice or request given or demand made under this Agreement by one party to the other shall be in writing, and may be given or served by hand-delivered personal service, or by depositing the same with a reliable overnight courier service or by deposit in the United States mail, postpaid, registered or certified mail, and addressed to the party to be notified, with return receipt requested. Any such notice shall be deemed effective when received or refused. For purposes of notice, the addresses of the parties shall, until changed as herein provided, be as follows:

- (a) If to the Lender, at:

STWD 2021-FL2, Ltd.

c/o Starwood Property Trust, Inc.  
2340 Collins Avenue, Suite 700  
Miami Beach, Florida 33139  
Attention: Asset Management  
Email: [\*\*\*]

c/o Starwood Property Trust, Inc.  
605 3rd Avenue, 38th Floor  
New York, New York 10158  
Attention: General Counsel  
Email: [\*\*\*]

- (b) If to the Tenant, at:

Alarm.com Incorporated  
8281 Greensboro Drive, Suite 100  
McLean, Virginia 22102  
Attn: Daniel Ramos  
Email: [\*\*\*]

7.2. Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Lender assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

7.3. Entire Agreement. This Agreement constitutes the entire agreement between Lender and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement.

7.4. Interaction with Lease and with Mortgage. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Mortgage. Lender confirms that Lender has consented to Landlord's entering into the Fourteenth Amendment.

7.5. Lender's Rights and Obligations. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

7.6. Interpretation: Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State in which the Leased Premises are located, excluding such State's principles of conflict of laws.

7.7. Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

7.8. Due Authorization. Tenant represents to Lender that Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions. Lender represents to Tenant that Lender has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

7.9. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7.10. Recordation. This Agreement shall be recorded by Landlord against the Property at Landlord's expense within thirty (30) days after full execution hereof.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lender and Tenant have caused this Agreement to be executed as of the date first above written.

LENDER:

**STWD 2021-FL2 Ltd.**, an exempt company with limited liability under the laws of Cayman Islands

By: STWD Investment Management, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

TENANT:

**ALARM.COM INCORPORATED**,  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

**LANDLORD'S CONSENT**

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Lender under the Mortgage and related loan documents to enter into a nondisturbance agreement with Tenant. Landlord is not a party to the above Agreement.

**LANDLORD:**

**TMG TMC 3, L.L.C.,**  
a Delaware limited liability company

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

Name:

Title:

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

Name:

Title:

Dated: \_\_\_\_\_, 2024





**TENANT'S ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

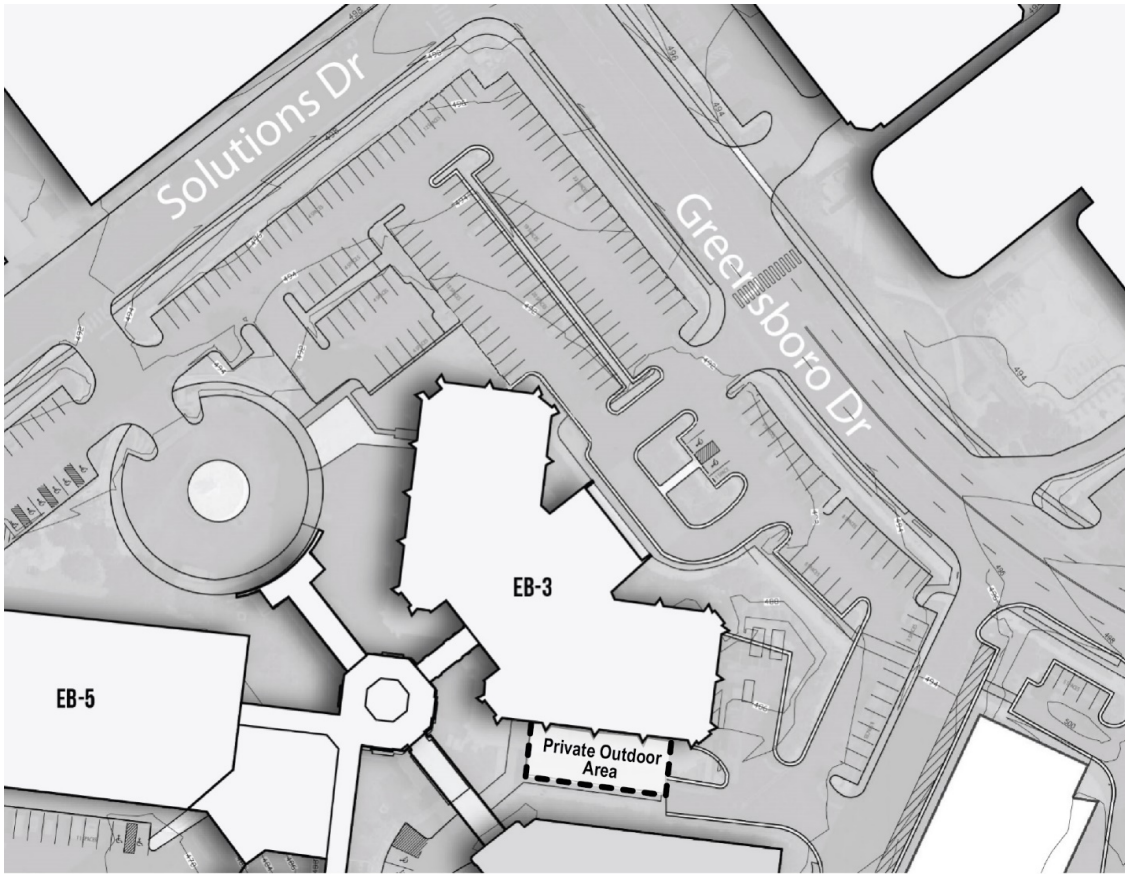
\_\_\_\_\_  
Signature of Notary Public



Exhibit A

Legal Description of the Land

**ATTACHMENT G  
PRIVATE OUTDOOR AREA**



**ATTACHMENT H  
FORM OF GUARANTY OF LEASE**

**GUARANTY OF LEASE**

THIS GUARANTY OF LEASE (“**Guaranty**”) is made as of the \_\_\_\_ day of \_\_\_\_\_ 2024 (“**Effective Date**”) by ALARM.COM HOLDINGS, INC., a Delaware corporation (“**Guarantor**”), having an address at Alarm.com Holdings, Inc., c/o Alarm.com Incorporated, 8281 Greensboro Drive, Suite 100, McLean, Virginia 22102, to TMG TMC 3, L.L.C., a Delaware limited liability company (“**Landlord**”), having an address at TMG TMC 3, L.L.C., c/o The Meridian Group, 3 Bethesda Metro Center, Suite 1400, Bethesda, Maryland 20814, Attention: Asset Manager.

WHEREAS, Landlord has leased to Alarm.com Incorporated, a Delaware corporation (“**Tenant**”) certain premises (the “**Premises**”) located in the building located at 8281 Greensboro Drive, Tysons, Virginia 22102, pursuant to that certain Deed of Office Lease Agreement dated August 8, 2014, as amended by that certain First Amendment to Deed of Office Lease Agreement dated as of May 29, 2015, that certain Second Amendment to Deed of Office Lease Agreement dated as of October 19, 2015, that certain Third Amendment to Deed of Office Lease Agreement dated as of May 6, 2016, that certain Fourth Amendment to Deed of Office Lease Agreement dated as of September 15, 2016, that certain Fifth Amendment to Deed of Office lease Agreement dated as of January 31, 2017, that certain Sixth Amendment to Deed of Office Lease Agreement dated October 10, 2018, that certain Seventh Amendment to Deed of Office Lease Agreement dated May 16, 2019, that certain Eighth Amendment to Deed of Office Lease Agreement dated July 17, 2019, that certain Ninth Amendment to Deed of Lease Agreement dated March 12, 2020, that certain Tenth Amendment to Deed of Office Lease Agreement dated December 17, 2020, that certain Eleventh Amendment to Deed of Lease Agreement dated December 21, 2021, that certain Twelfth Amendment to Deed of Office Lease Agreement dated January 12, 2022, and that certain Thirteenth Amendment to Deed of Lease Agreement dated July 26, 2023 (collectively, the “**Current Lease**”).

WHEREAS, Landlord and Tenant are entering into that certain Fourteenth Amendment to Deed of Office Lease Agreement dated of even date herewith (the “**Fourteenth Amendment**” and, collectively with the Current Lease, the “**Lease**”).

WHEREAS, Guarantor is, directly or indirectly, the parent company and sole shareholder of Tenant;

WHEREAS, Guarantor is materially benefited by the Lease and Landlord’s execution of the Fourteenth Amendment constitutes good, valuable and sufficient consideration for Guarantor’s execution of this Guaranty; and

WHEREAS, the undertaking by Guarantor to execute and deliver this Guaranty is a material inducement to Landlord to enter into the Fourteenth Amendment.

NOW, THEREFORE, in consideration of these premises, and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Guarantor agrees with Landlord as follows:

1. (a) Guarantor unconditionally and irrevocably guarantees the due and punctual payment of rent, operating expenses, real estate taxes, additional rent and all other sums payable to Landlord by Tenant pursuant to the terms and conditions of the Lease including any amendments thereto. If for any reason any sums described herein shall not be paid promptly when due, Guarantor shall, within ten (10) business days after notice thereof, pay the same to Landlord regardless of (i) any defenses or rights of setoff or counterclaims which Tenant or Guarantor may have or assert against Landlord, (ii) whether Landlord shall have taken any steps to enforce any rights against Tenant or any other person to collect such sum or any part thereof, (iii) the termination of the Lease, or (iv) any other condition or contingency. Guarantor also agrees to pay to Landlord the cost of collecting any sums described herein and all other costs of enforcing this Guaranty, including, without limitation, court costs and reasonable attorneys' fees, except to the extent it is determined in accordance with any proceeding hereunder that Landlord was not entitled to so enforce this Guaranty.

(b) Guarantor unconditionally and irrevocably guarantees the due and prompt performance and observance of each and every covenant, obligation and agreement in the Lease required to be performed and observed by Tenant under the Lease. If for any reason Tenant shall fail to perform or observe each and every covenant, obligation and agreement required to be performed and observed by Tenant as set forth herein, Guarantor shall, promptly after notice thereof, cause such covenant, obligation or agreement to be performed and observed regardless of (i) any defenses or counterclaims which Tenant or Guarantor may have or assert against Landlord, (ii) whether Landlord shall have taken any steps to enforce such covenant, obligation or agreement against Tenant or any other person, (iii) the termination of the Lease, or (iv) any other condition or contingency. Guarantor also agrees to pay to Landlord such further amount as shall be incurred by Landlord as a result of Tenant's failure to perform or observe any covenant, obligation or agreement (for which Tenant would have been liable under the Lease) and all other costs of enforcing this Guaranty, including, without limitation, court costs and attorney's fees, except to the extent it is determined in accordance with any proceeding hereunder that Landlord was not entitled to so enforce this Guaranty.

(c) Notwithstanding anything to the contrary contained in this Guaranty, Guarantor retains and shall be permitted to assert any defenses that would be available to Tenant, other than lack of authority, lack of consideration and Insolvency (as hereinafter defined), in each case, affecting Tenant. All amounts owed by Guarantor to Landlord under this Guaranty shall bear interest at the Capital Interest Rate (as defined in the Lease) from the date due until the date paid to Landlord (without duplication with respect to such interest at the Capital Interest Rate).

(d) This Guaranty (i) is irrevocable, unconditional and absolute, (ii) is a guaranty of full payment and performance (and not merely collection), and (iii) is a continuing guaranty (and not a guaranty from month-to-month or a periodic guaranty).

2. (a) The obligations, covenants and agreements of Guarantor under this Guaranty shall in no way be affected or impaired for any reason whatsoever, and Guarantor shall have no defense whatsoever to the enforcement of this Guaranty, including without limitation, by reason of the happening from time to time of any of the following, whether or not Guarantor has been notified thereof or consented thereto:

(i) the waiver by Landlord of the performance or observance by Tenant, Guarantor or any other party of any of the agreements, covenants or conditions contained in the Lease or this Guaranty;

(ii) any assignment of the Lease or subletting of the Premises or any part thereof, it being hereby acknowledged and agreed that this Guaranty may not be assigned without Landlord's express prior written consent;

(iii) the modification or amendment (whether material or otherwise) of any of the obligations of Tenant or Guarantor under the Lease or this Guaranty;

(iv) the doing or the omission of any of the acts referred to in the Lease or this Guaranty (including, without limitation, the giving of any consent referred to therein);

(v) any failure, omission or delay on the part of Landlord to enforce, to assert or to exercise any right, power or remedy conferred on or available to Landlord in or by the Lease or this Guaranty, or any action on the part of Landlord granting indulgence or extension in any form whatsoever;

(vi) the voluntary or involuntary liquidation, dissolution or sale of all or substantially all of the assets of, marshalling of assets and liabilities of, receivership, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting Tenant or Guarantor or any of their assets;

(vii) the release of Tenant or Guarantor from the performance or observation of any of the agreements, covenants, terms or conditions contained in the Lease or this Guaranty by operation of law;

(viii) any renewal or extension of the term of the Lease;

(ix) the breach of or the default under the Lease by Tenant;

(x) any invalidity, illegality or unenforceability of the Lease, or the termination or expiration of the Lease;

(xi) the single or partial exercise of Landlord's rights under this Guaranty.



(b) To the extent not prohibited by law, Guarantor hereby expressly waives (i) any right Guarantor may now or hereafter have to any hearing prior to the attachment of any real or personal property of Guarantor to satisfy the obligations of Guarantor hereunder and (ii) the benefits of any present or future constitution, statute or rule of law which exempts property from liability for debt.

3. Guarantor hereby expressly waives:

(a) the protection of any statute or rule of law requiring Landlord to deliver any notice to Guarantor or to pursue or exhaust any remedies against Tenant prior to proceeding against Guarantor in the event of default by Tenant under the Lease, including without limitation, the provisions of Section 49.25 and 49.26 of the Code of Virginia; and

(b) notice of acceptance of this Guaranty, notice of any obligations or liabilities contracted or incurred by Tenant, diligence, presentment, protest and notice of dishonor, non-payment or non-performance.

Guarantor, separate and distinct from Tenant, further waives any defense arising by reason of any disability of Tenant or by reason of any legal or equitable releases or discharge of the obligations of Tenant under the Lease. Guarantor further agrees that, in its capacity as a guarantor, it shall not be required to consent to or to receive any notice of any supplement to or amendment of or waiver or modification of the terms and provisions of the Lease.

4. Guarantor hereby represents and warrants that:

(a) Guarantor is validly existing in good standing under the laws of the state of its formation;

(b) The execution, delivery and performance of this Guaranty are within Guarantor's power and authority, do not contravene the charter, by-laws or other organizational documents of Guarantor or any indenture, mortgage, credit agreement, note, long-term lease or other material agreement to which Guarantor is a party or by which Guarantor is bound; and

(c) This Guaranty has been duly authorized, executed and delivered on behalf of Guarantor and constitutes a legal, valid, binding and enforceable obligation of Guarantor.

5. (a) In the event of the termination, rejection, disaffirmance or other avoidance of the Lease by Tenant or Tenant's trustee in bankruptcy pursuant to bankruptcy law or any other law affecting creditors' rights (collectively, "**Insolvency**"), Guarantor's obligations hereunder shall continue to the same extent as if the Lease had not been so terminated, rejected, disaffirmed or otherwise avoided. Guarantor shall and does hereby waive all rights and benefits which might, in whole or in part, relieve Guarantor from the performance of its duties and obligations under this Guaranty by reason of any bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar proceeding, and Guarantor agrees

that it is and shall be liable for all payment and performance guaranteed hereunder, without regard to any modification, limitation or discharge of the liability of Tenant that may result from such proceedings. Furthermore, the obligations of Guarantor hereunder will not be discharged by:

(i) any waiver, consent or other action or inaction or any exercise or non-exercise of any right, remedy or power with respect to Tenant or any change in the structure of Tenant; or

(ii) any change in ownership of the shares of capital stock or other ownership interests of Guarantor or Tenant or any other merger or consolidation of either of them into or with any other person or entity.

(b) No payment by Guarantor pursuant to any provision of this Guaranty shall entitle Guarantor, by subrogation, indemnification or otherwise, to the rights of Landlord, to any payment by Tenant, or to any recovery from any property of Tenant. Guarantor subordinates to Landlord, so long as any of Tenant's obligations under the Lease remain outstanding, any right Guarantor may now or hereafter have against Tenant (and/or any other guarantor of Tenant's obligations under the Lease) with respect to this Guaranty (including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification or similar right, and any right to participate in any claim, right or remedy of Landlord against Tenant or any security which Landlord may now or hereafter have with respect to the Lease), whether such right arises under an express or implied contract, by operation of law, or otherwise. Guarantor shall be deemed not to be a "creditor" of Tenant by reason of the existence of this Guaranty in the event that Tenant becomes a debtor in any bankruptcy proceeding. The obligations of Guarantor hereunder shall be automatically reinstated if and to the extent that any payment by or on behalf of Tenant under the Lease is rescinded or must otherwise be restored by Landlord as a result of any proceeding in bankruptcy or reorganization or similar proceedings. In the event action is taken against the Guarantor, in addition to the attorneys' fees and costs for which the Guarantor is liable to the Landlord arising from the Tenant's breach, all attorneys' fees and costs incurred in addition thereto in taking action and pursuing it against the Guarantor shall be paid by the Guarantor, except to the extent it is determined in accordance with any proceeding hereunder that Landlord was not entitled to so enforce this Guaranty. The Landlord may file an affidavit from its attorney with the court as to such attorneys' fees past, present, and to be reasonably incurred in future activity, and the court may act upon the affidavit; Guarantor hereby waives any hearing as to the issue of attorneys' fees.

6. (a) This Guaranty shall be construed in accordance with the laws of the Commonwealth of Virginia (without regard to the application of choice of law principles).

(b) Guarantor represents, warrants and covenants that all financial information regarding Guarantor that has been delivered to Landlord (or such financial information regarding Guarantor that is publicly available to Landlord) is true, correct and complete in all material respects. Within ten (10) business days after Landlord's written request, solely in connection with a financing or sale of all or a portion of the Building, the Land or Landlord's interest

therein, or if there exists an Event of Default by Tenant under the Lease, Guarantor shall deliver to Landlord Guarantor's financial statements, audited by a certified independent public accountant (or certified as true, complete and correct in all material respects by Guarantor's chief financial officer if no such audited statements are then prepared in the ordinary course), for the fiscal year ending in the previous calendar year stating, among other things, Guarantor's revenues and net income (it being agreed that Guarantor's financial information may be combined with the financial information of Tenant, and need not be separately stated). Landlord agrees to hold the financial statements subject to customary confidentiality conditions. Notwithstanding the foregoing, Guarantor shall not be required to deliver Guarantor's financial statements to Landlord pursuant hereto during any period in which the financial statements for Guarantor are publicly available and fully accessible by Landlord.

(c) This Guaranty may not be modified or amended except by a written agreement duly executed by Guarantor and Landlord.

(d) Guarantor's liability hereunder shall be personal and primary and not secondary, and shall be joint and several with that of Tenant and any other guarantors. No waiver, release or modification of the obligations of any such person or entity shall affect the obligations of any other such person or entity. Landlord may proceed against Guarantor under this Guaranty without first initiating or exhausting its remedy or remedies against Tenant or any other guarantors. Landlord may proceed against Tenant, Guarantor and any other guarantors separately or concurrently. Notwithstanding anything in the Lease or this Guaranty to the contrary, Landlord shall have the right to apply or not apply any security deposit or other credit in favor of Tenant as Landlord shall determine in its sole and absolute discretion, and Guarantor's liability under this Guaranty shall not be affected in any manner thereby. All remedies afforded to Landlord by reason of this Guaranty are separate and cumulative.

(e) Within ten (10) business days after Landlord's written request to Guarantor, Guarantor shall execute and deliver to Landlord a statement in writing confirming reasonable amendments to the Lease, any amendments to this Guaranty, whether this Guaranty is in full force and effect, and any reasons or defenses to Guarantor's actual knowledge supporting any claim that this Guaranty is not in full force and effect.

(f) Any notice which Landlord may elect to send to Guarantor shall be effective against Guarantor and shall be deemed duly given if delivered in person (with receipt therefor), or if sent by certified or registered mail, return receipt requested, postage prepaid, or by recognized overnight courier, when received or refused at the address set forth below or at the last address of Guarantor known to Landlord.

**Guarantor's Address:**

Alarm.com Holdings, Inc.  
c/o Alarm.com Incorporated  
8281 Greensboro Drive, Suite 100  
McLean, VA 22102

Attn: Daniel Ramos

With a copy to:

Alarm.com Holdings, Inc.  
c/o Alarm.com Incorporated  
8281 Greensboro Drive, Suite 100  
McLean, VA 22102  
Attn: Alex Texier

(g) This Guaranty shall be binding upon Guarantor and its heirs and personal representatives. This Guaranty shall inure to the benefit of, and may be enforced by Landlord and its successors and assigns, including any purchaser at a foreclosure sale or the holder of any deed in lieu of foreclosure. Any references in this Guaranty to "Tenant" shall include the named Tenant and its trustee in bankruptcy, receiver, conservator and other successors and assigns.

(h) For the purposes of this Guaranty, all capitalized terms used herein shall have the meaning set forth in the Lease.

(i) In the event any provision of this Guaranty is held to be invalid or unenforceable, all other provisions of this Guaranty shall, nevertheless, remain valid and enforceable.

(j) Section and paragraph headings in this Guaranty are included herein for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions of this Guaranty.

(k) GUARANTOR AND, BY ITS ACCEPTANCE OF THIS GUARANTY, LANDLORD, EACH HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING AT LAW, IN EQUITY OR OTHERWISE, BROUGHT ON, UNDER OR BY VIRTUE OF THIS GUARANTY. GUARANTOR AND, BY ITS ACCEPTANCE OF THIS GUARANTY, LANDLORD, EACH WAIVES ANY OBJECTION TO THE VENUE OF ANY ACTION FILED IN ANY COURT IN THE JURISDICTION IN WHICH THE PREMISES ARE LOCATED AND WAIVES ANY RIGHT UNDER THE DOCTRINE OF FORUM NON CONVENIENS OR OTHERWISE TO TRANSFER ANY SUCH ACTION TO ANY OTHER COURT.

(l) Guarantor hereby consents to the exercise of personal jurisdiction over Guarantor by any federal or local court in the jurisdiction in which the Building is located.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.]*

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed under seal as of the date first above written.

**GUARANTOR:**

ALARM.COM HOLDINGS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_)

) SS

City/County of \_\_\_\_\_)

I, \_\_\_\_\_, a notary public in and for the above jurisdiction, do certify that \_\_\_\_\_ whose name, as the \_\_\_\_\_ of Alarm.com Holdings, Inc., is signed to the writing above bearing the date \_\_\_\_\_, has acknowledged the same before me in the jurisdiction aforesaid as the act and deed of Alarm.com Holdings, Inc.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Stephen Trundle, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Alarm.com Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2024

/s/ Stephen Trundle

Stephen Trundle

Chief Executive Officer

*(Principal Executive Officer)*

**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steve Valenzuela, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Alarm.com Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2024

/s/ Steve Valenzuela

Steve Valenzuela

Chief Financial Officer

*(Principal Financial Officer and Principal Accounting Officer)*

**CERTIFICATIONS PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), Stephen Trundle, Chief Executive Officer of Alarm.com Holdings, Inc. (the "Company"), and Steve Valenzuela, Chief Financial Officer of the Company, each hereby certifies that, to the best of his knowledge:

- (1) The Company's Quarterly Report on Form 10-Q for the fiscal period ended September 30, 2024, to which this Certification is attached as Exhibit 32.1 (the "Quarterly Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act, and
- (2) The information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

**In Witness Whereof**, the undersigned have set their hands hereto as of the 7<sup>th</sup> day of November, 2024.

/s/ Stephen Trundle

---

Stephen Trundle

Chief Executive Officer

*(Principal Executive Officer)*

/s/ Steve Valenzuela

---

Steve Valenzuela

Chief Financial Officer

*(Principal Financial Officer and Principal Accounting Officer)*

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Alarm.com Holdings, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.