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

FORM 10-Q

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

For the quarterly period ended March 31, 2026

or

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

Commission file number: 001-39991

SMARTRENT, INC.

(Exact name of Registrant as specified in its charter)

Delaware	**85-4218526**
(State or Other Jurisdiction of Incorporation or Organization)	*(I.R.S. Employer Identification No.)*
6811 E. Mayo Blvd., 4th Floor Phoenix, Arizona	**85054**
(Address of Principal Executive Offices)	*(Zip Code)*

(844) 479-1555
(Registrant's Telephone Number)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, $0.0001 par value	**SMRT**	**The New York Stock Exchange**

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	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☒

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 May 4, 2026, there were 192,838,069 shares of the registrant's Class A Common Stock outstanding, par value $0.0001 per share.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q ("Report") contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended ("Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended ("Exchange Act") that express our opinions, expectations, beliefs, plans, objectives, assumptions or projections regarding future events or future results and therefore are, or may be deemed to be, "forward-looking statements." Words such as "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," "could," "would," "project," "plan," "potentially," "preliminary," "likely," "aim" and similar expressions, and the negatives of these expressions, are intended to identify forward-looking statements. Forward-looking statements appear in a number of places throughout this Report and include statements regarding our intentions, beliefs, or current expectations concerning, among other things, our results of operations, financial condition, liquidity, prospects, growth, strategies, and the markets in which we operate. Forward-looking statements contained in this Report include statements about:

- our future financial performance, including our expectations regarding revenue, cost of revenue, operating expenses, capital expenditures, cash flows, and ability to achieve profitability;
- our future operational performance, including our expectations regarding our metrics, including, among others, Annual Recurring Revenue, Average Revenue per Unit, Customer Churn, Property Net Revenue Retention, Customer Net Revenue Retention, Bookings, the number of Units Deployed, New Units Deployed, Units Shipped, and Units Booked;
- the impact of macroeconomic conditions and geopolitical events on our business;
- our anticipated investments in sales and marketing and research and development;
- our ability to attract new customers, sell into new and existing markets, upsell customers, and develop new products;
- our ability to successfully expand in our existing markets and into new markets;
- our recent leadership changes;
- our ability to maintain our brand;
- our ability to successfully defend litigation brought against us;
- our ability to manage our supply chain;
- our ability to achieve or maintain profitability;
- the sufficiency of our cash, cash equivalents and investments to meet our liquidity needs;
- our ability to effectively manage our growth and future expenses;
- our investment strategy, business strategy and growth strategy, including the use of acquisitions to grow our business;
- the impact of our acquisitions and our ability to successfully integrate acquired businesses;
- our expectations about competition and our ability to compete effectively with new and existing competitors in new and existing markets and offerings;
- management's plans, beliefs and objectives for future operations including Vision 2028 (defined below in Recent Developments);
- our ability to maintain the security and availability of our platform and products;
- potential harm caused by significant disruptions of service, or the actual or perceived failure of our products to prevent security incidents;
- our ability to prevent serious errors or defects across, and to otherwise maintain the uninterrupted operation of our network;
- our ability to maintain, protect and enhance our intellectual property;
- the impact of international trade restrictions, such as tariffs and other controls on imports or exports of goods, technology, or data;
- our expectations regarding our share repurchase program;
- our ability to satisfy certain New York Stock Exchange ("NYSE") listing requirements;
- the impact of seasonal factors on our business;

- our expectations of the impact of, and our ability to comply with existing, modified or new laws and regulations applicable to our business; and
- our ability to correctly estimate our tax obligations.

The foregoing list may not contain all of the forward-looking statements made in this Report.

You should not rely on forward-looking statements as predictions of future events. We have based these forward-looking statements largely on our current expectations and projections about future events and trends that we believe may affect our financial condition, results of operations and business strategy. We cannot assure you that the events and circumstances reflected in the forward-looking statements will occur. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements.

These forward-looking statements are subject to a number of risks, uncertainties, and assumptions, including those described in Part II, Item 1A "Risk Factors" of this Report and in Part I, Item 1A “Risk Factors” of our Annual Report on Form 10-K for the year ended December 31, 2025, filed on March 4, 2026. Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the effect of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties, and assumptions, the future events and trends discussed in this Report may not occur and actual results could differ materially from those anticipated or implied in the forward-looking statements.

The forward-looking statements made in this Report relate only to events as of the date on which the statements were made. Except as required by law, we undertake no obligation to update any forward-looking statements for any reason after the date of this Report or to conform these statements to actual results or to changes in our expectations. You should read this Report and the documents that we reference in this Report and have filed as exhibits to this Report with the understanding that our actual future results, levels of activity, performance and achievements may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements.

Investors and others should note that we may announce material business and financial information to our investors using our investor relations website (investors.smartrent.com), SEC filings, webcasts, press releases, and conference calls. We use these mediums to communicate with investors and the general public about our company, our products and services, and other issues. It is possible that the information that we make available may be deemed to be material information. We therefore encourage investors, the media and others interested in our company to review the information that we post on our investor relations website.

SmartRent, the SmartRent logo and other trade names, trademarks or service marks of SmartRent appearing in this Report are the property of SmartRent. Trade names, trademarks and service marks of other companies appearing in this Report are the property of their respective holders.

Unless the context indicates otherwise, the terms “SmartRent,” the “Company,” “we,” “us,” and “our” as used in this Report refer to SmartRent, Inc., a Delaware corporation, and its subsidiaries taken as a whole.

PART I. Financial Information

Item 1 - Financial Statements (Unaudited)

SMARTRENT, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)
(in thousands, except per share amounts)

	As of	
	March 31, 2026	**December 31, 2025**
ASSETS		
Current assets		
Cash and cash equivalents	$ 98,821	$ 104,550
Accounts receivable, net	36,753	47,401
Inventory	24,397	26,670
Deferred cost of revenue, current portion	1,861	3,068
Prepaid expenses and other current assets	6,742	6,189
Total current assets	168,574	187,878
Property and equipment, net	4,861	5,121
Deferred cost of revenue	46	121
Goodwill	92,339	92,339
Intangible assets, net	18,533	19,501
Other long-term assets	15,883	15,965
Total assets	$ 300,236	$ 320,925
LIABILITIES, CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 8,550	$ 13,012
Accrued expenses and other current liabilities	9,249	14,040
Deferred revenue, current portion	24,920	32,966
Total current liabilities	42,719	60,018
Deferred revenue	21,368	22,968
Other long-term liabilities	5,475	5,800
Total liabilities	69,562	88,786
Commitments and contingencies (Note 11)		
Convertible preferred stock, $0.0001 par value; 50,000 shares authorized as of March 31, 2026 and December 31, 2025; no shares of preferred stock issued and outstanding as of March 31, 2026 and December 31, 2025	-	-
Stockholders' equity		
Class A common stock, $0.0001 par value; 500,000 shares authorized as of March 31, 2026 and December 31, 2025, respectively; 192,721 and 189,677 shares issued and outstanding as of March 31, 2026 and December 31, 2025, respectively	19	19
Additional paid-in capital	648,501	645,051
Accumulated deficit	(417,742)	(413,294)
Accumulated other comprehensive loss	(104)	363
Total stockholders' equity	230,674	232,139
Total liabilities, convertible preferred stock and stockholders' equity	$ 300,236	$ 320,925

See accompanying Notes to Condensed Consolidated Financial Statements.

SMARTRENT, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(Unaudited)
(in thousands, except per share amounts)

	For the three months ended March 31,	
	2026	**2025**
Revenue		
Hardware	$ 15,381	$ 18,830
Professional services	6,033	3,893
Hosted services	17,269	18,621
Total revenue	38,683	41,344
Cost of revenue		
Hardware	12,576	13,960
Professional services	5,898	7,293
Hosted services	5,088	6,529
Total cost of revenue	23,562	27,782
Operating expense		
Research and development	6,146	8,258
Sales and marketing	4,446	4,770
General and administrative	9,623	16,894
Total operating expense	20,215	29,922
Impairment charge	-	24,929
Loss from operations	(5,094)	(41,289)
Interest income	860	1,303
Interest expense	(99)	(103)
Other (expense) income, net	(75)	13
Loss before income taxes	(4,408)	(40,076)
Income tax expense	40	108
Net loss	$ (4,448)	$ (40,184)
Other comprehensive loss		
Foreign currency translation adjustment	(467)	88
Comprehensive loss	$ (4,915)	$ (40,096)
Net loss per common share		
Basic and diluted	$ (0.02)	$ (0.21)
Weighted-average number of shares used in computing net loss per share		
Basic and diluted	191,654	192,419

See accompanying Notes to Condensed Consolidated Financial Statements.

SMARTRENT, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(Unaudited)
(in thousands)

	Convertible Preferred Stock		Class A Common Stock					
	Shares	Amount (Par Value $0.0001)	Shares	Amount (Par Value $0.0001)	Additional Paid In Capital	Accumulated Deficit	Accumulated other comprehensive income (loss)	Total Stockholders' Equity
Balance, December 31, 2025	**-**	**$ -**	**189,677**	**$ 19**	**$ 645,051**	**$ (413,294)**	**$ 363**	**$ 232,139**
Stock-based compensation	-	-	-	-	3,057	-	-	3,057
Issuance of Class A common stock upon vesting of equity awards	-	-	1,974	-	-	-	-	-
Tax withholdings related to net share settlement of equity awards	-	-	(470)	-	(559)	-	-	(559)
ESPP purchases	-	-	118	-	96	-	-	96
Exercise of options			1,422		856			856
Net loss	-	-	-	-	-	(4,448)	-	(4,448)
Other comprehensive income	-	-					(467)	(467)
Balance, March 31, 2026	**-**	**$ -**	**192,721**	**$ 19**	**$ 648,501**	**$ (417,742)**	**$ (104)**	**$ 230,674**

	Convertible Preferred Stock		Class A Common Stock					
	Shares	Amount (Par Value $0.0001)	Shares	Amount (Par Value $0.0001)	Additional Paid In Capital	Accumulated Deficit	Accumulated other comprehensive (loss) income	Total Stockholders' Equity
Balance, December 31, 2024	**-**	**$ -**	**192,049**	**$ 19**	**$ 637,361**	**$ (347,847)**	**$ (98)**	**$ 289,435**
Stock-based compensation	-	-	-	-	2,836	-	-	2,836
Issuance of Class A common stock upon vesting of equity awards	-	-	906	-	-	-	-	-
Tax withholdings related to net share settlement of equity awards	-	-	(328)	-	(478)	-	-	(478)
ESPP purchases	-	-	140	-	175	-	-	175
Repurchases of Class A common stock	-	-	(1,018)	-	-	(1,202)	-	(1,202)
Net loss	-	-	-	-	-	(40,184)	-	(40,184)
Other comprehensive income	-	-					88	88
Balance, March 31, 2025	**-**	**$ -**	**191,749**	**$ 19**	**$ 639,894**	**$ (389,233)**	**$ (10)**	**$ 250,670**

See accompanying Notes to Condensed Consolidated Financial Statements.

SMARTRENT, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(in thousands)

	For the three months ended March 31,	
	2026	**2025**
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (4,448)	$ (40,184)
Adjustments to reconcile net loss to net cash used by operating activities		
Depreciation and amortization	2,223	1,943
Goodwill impairment	-	24,929
(Recovery of) provision for warranty expense	(192)	161
Non-cash lease expense	111	297
Stock-based compensation	3,057	2,836
Non-cash interest expense	34	36
(Recovery of) provision for excess and obsolete inventory	(241)	207
(Recovery of) provision for expected credit losses	(196)	167
Change in operating assets and liabilities		
Accounts receivable	10,754	9,424
Inventory	2,499	1,885
Deferred cost of revenue	1,283	2,841
Prepaid expenses and other assets	(559)	(380)
Accounts payable	(4,452)	2,540
Accrued expenses and other liabilities	(4,473)	(2,615)
Deferred revenue	(9,644)	(16,071)
Lease liabilities	(299)	(185)
Net cash used in operating activities	(4,543)	(12,169)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(30)	(2,180)
Capitalized software costs	(1,058)	(1,289)
Net cash used in investing activities	(1,088)	(3,469)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments for repurchases of Class A common stock	-	(1,202)
Proceeds from options exercise	856	-
Proceeds from ESPP purchases	96	175
Taxes paid related to net share settlements of stock-based compensation awards	(559)	(478)
Net cash provided by (used in) financing activities	393	(1,505)
Effect of exchange rate changes on cash and cash equivalents	(491)	261
Net decrease in cash and cash equivalents	(5,729)	(16,882)
Cash and cash equivalents - beginning of period	104,550	142,482
Cash and cash equivalents - end of period	$ 98,821	$ 125,600
Reconciliation of cash and cash equivalents to the condensed consolidated balance sheets		
Cash and cash equivalents	$ 98,821	$ 125,600
Total cash and cash equivalents	$ 98,821	$ 125,600

See accompanying Notes to Condensed Consolidated Financial Statements.

SMARTRENT, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS - CONTINUED
(Unaudited)
(in thousands)

	For the three months ended March 31,	
	2026	**2025**
Supplemental disclosure of cash flow information		
Interest paid	$ 72	$ 70
Cash paid for income taxes	39	126
Schedule of non-cash investing and financing activities		
Accrued property and equipment at period end	-	829

See accompanying Notes to Condensed Consolidated Financial Statements.

NOTE 1. DESCRIPTION OF BUSINESS

SmartRent, Inc., and its wholly owned subsidiaries (collectively, the "Company"), is an enterprise real estate technology company that provides comprehensive management software and applications designed for property owners, managers and residents. Its suite of products and services, which includes both smart building hardware and cloud-based software-as-a-service ("SaaS") solutions, provides seamless visibility and control over real estate assets. The Company's solutions can help lower operating costs, increase revenue, mitigate operational friction and protect assets for owners and operators, while providing a differentiated, elevated living experience for residents. The Company is headquartered in Phoenix, Arizona.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

Unaudited Interim Financial Information

The accompanying condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and include the consolidated accounts of the Company and its wholly owned subsidiaries. All intercompany transactions and balances have been eliminated upon consolidation. The Condensed Consolidated Balance Sheet at December 31, 2025 has been derived from the audited consolidated financial statements as of December 31, 2025, as presented in the Company's Annual Report on Form 10-K for the year ended December 31, 2025, which was filed with the SEC on March 4, 2026. Certain notes and other information have been condensed or omitted from the interim financial statements presented herein. The financial data and other information disclosed in these Notes to Condensed Consolidated Financial Statements related to the three months ended March 31, 2026 and 2025 are unaudited. The unaudited interim financial statements have been prepared on the same basis as the annual consolidated financial statements and, in the opinion of management, reflect all adjustments, which are of a normal recurring nature, necessary for a fair statement of the Company's financial condition and results of operations and cash flows for the interim period presented. The results for the three months ended March 31, 2026 are not necessarily indicative of the results to be expected for the full year ending December 31, 2026 or any future period.

Foreign Currency

SmartRent, Inc.'s functional and reporting currency is United States Dollars ("USD") and its foreign subsidiaries have a functional currency other than USD. Financial position and results of operations of the Company's international subsidiaries are measured using local currencies as the functional currency. Assets and liabilities of these operations are translated at the exchange rates in effect at the end of each reporting period. The Company's international subsidiaries' statements of operations accounts are translated at the weighted-average rates of exchange prevailing during each reporting period. Translation adjustments arising from the use of differing currency exchange rates from period to period are included in accumulated other comprehensive loss in stockholders' equity. Gains and losses on foreign currency exchange transactions, as well as translation gains or losses on transactions denominated in currencies other than an entity's functional currency, are reflected in the Condensed Consolidated Statements of Operations and Comprehensive Loss.

Liquidity

The accompanying financial statements have been prepared assuming the Company will continue as a going concern, which contemplates the realization of assets and liabilities and commitments in the normal course of business. Management believes that currently available resources will provide sufficient funds to enable the Company to meet its obligations for at least one year past the issuance date of these financial statements. The Company may need to raise additional capital through equity or debt financing to fund future operations until it generates positive operating cash flows. There can be no assurance that such additional equity or debt financing will be available on terms acceptable to the Company, or at all.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenue and expense during the reporting period. These estimates made by management include valuing the Company's inventories on hand, allowance for expected credit losses, intangible assets, warranty liabilities, stand-alone selling price of items sold, certain assumptions used in the valuation of equity awards, and assumptions used to estimate the fair value of stock-based compensation expense. Actual results could differ materially from those estimates.

Net Loss Per Share Attributable to Common Stockholders

The Company follows the two-class method to include the dilutive effect of securities that participated in dividends, if and when declared, when computing net income per common share. The two-class method determines net income per common share for each class of common stock and participating securities according to dividends, if and when declared or accumulated and participation rights in undistributed earnings. The two-class method requires income available to common stockholders for the period to be allocated between common stock and participating securities based upon their respective rights to receive dividends as if all income for the period had been distributed. The anti-dilutive effect of potentially dilutive securities is excluded from the computation of net loss per share because inclusion of such potentially dilutive shares on an as-converted basis would have been anti-dilutive.

The Company considers any unvested common shares subject to repurchase to be participating securities because holders of such shares have non-forfeitable dividend rights in the event a dividend is paid on common stock. The holders of unvested shares of common stock subject to repurchase do not have a contractual obligation to share in losses.

Basic net loss per share attributable to common stockholders is calculated by dividing the net loss attributable to common stockholders by the weighted-average number of shares of common stock outstanding during the period, adjusted for outstanding shares that are subject to repurchase and any shares issuable by the exercise of warrants for nominal consideration.

Diluted net loss per share is computed by giving effect to all potentially dilutive securities outstanding for the period using the treasury stock method or the if-converted method based on the nature of such securities. For periods in which the Company reports a net loss, the diluted net loss per common share attributable to common stockholders is the same as basic net loss per common share attributable to common stockholders, because inclusion of such potentially dilutive shares on an as-converted basis would have been anti-dilutive.

Cash and Cash Equivalents

The Company considers financial instruments with an original maturity of three months or less to be cash and cash equivalents. The Company maintains cash and cash equivalents at multiple financial institutions, and, at times, these balances exceed federally insurable limits. As a result, there is a concentration of credit risk related to amounts on deposit. The Company believes any risks are mitigated through the size and security of the financial institution at which its cash balances are held.

Accounts Receivable, net

Accounts receivable consist of balances due from customers resulting from the sale of hardware, professional services and Hosted Services. Accounts receivable are recorded at invoiced amounts, are non-interest bearing and are presented net of the associated allowance for expected credit losses on the Condensed Consolidated Balance Sheets. The allowance for expected credit losses totaled $1,935 and $2,131 as of March 31, 2026, and December 31, 2025, respectively. The (recovery of) provision for expected credit losses is recorded in general and administrative expenses in the accompanying Condensed Consolidated Statements of Operations and Comprehensive Loss. The (recovery of) provision for expected credit losses totaled $(196) and $167 for the three months ended March 31, 2026 and 2025, respectively. The Company evaluates the collectability of the accounts receivable balances and has determined the allowance for expected credit losses based on a combination of factors, which include the nature of the relationship and the prior collection experience the Company has with the account and an evaluation for current and projected economic conditions as of the Condensed Consolidated Balance Sheets date. Accounts receivable determined to be uncollectible are charged against the allowance for expected credit losses. Actual collections of accounts receivable could differ from management's estimates.

Significant Customers

A significant customer represents 10% or more of the Company's total revenue or net accounts receivable balance at each respective Condensed Consolidated Balance Sheet date. Revenue as a percentage of total revenue and accounts receivable as a percentage of total accounts receivable for each significant customer follows.

	Accounts Receivable		Revenue	
	As of		For the three months ended	
	March 31, 2026	December 31, 2025	March 31, 2026	March 31, 2025
Customer A	*	11%	*	15%
Customer B	24%	24%	*	*
Customer C	*	*	21%	27%

* Total less than 10% for the respective period

Inventory

Inventories, which are comprised of smart home equipment and components, are stated at the lower of cost or net realizable value with cost determined under the first-in, first-out method. The Company adjusts the inventory balance based on anticipated obsolescence, usage and historical write-offs.

Goodwill

Goodwill represents the excess of cost over net assets of the Company's completed business combinations. The Company tests for potential impairment of goodwill on an annual basis as of September 30 to determine if the carrying value is less than the fair value. The Company will conduct additional tests between annual tests if there are indications of potential goodwill impairment. During the three months ended March 31, 2025, the Company experienced a sustained decline in stock price, resulting in a significant decrease in market capitalization. As a result, the Company conducted an interim impairment test utilizing the qualitative approach and determined that impairment is more likely than not. As a result, the Company then performed an interim quantitative impairment test which resulted in an indication of impairment.

The fair value of the entity was determined using the combination of an income approach and market-based approach. The mix between the two approaches requires significant judgement, however, the Company engaged a third-party valuation specialist to assist with its assessment. As a result of this test, the Company recorded a goodwill impairment charge of $24,929 during the three months ended March 31, 2025. There were no such charges recorded during the remainder of 2025 or during the three months ended March 31, 2026.

	March 31, 2026	December 31, 2025
Balance at beginning of period	$ 92,339	$ 117,268
Impairment charge	-	(24,929)
Balance at end of period	$ 92,339	$ 92,339

The significant assumptions used in determining the fair value of the reporting unit under the income approach primarily relate to revenue growth rate, forecasted EBITDA and the selected discount rate used in the discounted cash flow model. The significant assumptions used in the market-based approach primarily relate to the forecasted EBITDA margin, the selected control premium, and selected revenue and EBITDA multiples, which require significant judgement.

To the extent that inputs and assumptions used in the analysis change, such as an increased discount rate, updated cash flow projections, or decreases to Guideline companies' multiples, additional impairment charges may be recorded in the future. In addition, a further decrease in the Company's common stock share price and market capitalization could be an indicator of a decrease in the fair value of the Company's equity.

Intangible Assets

The Company recorded intangible assets with finite lives, including customer relationships and developed technology, as a result of acquisitions made in prior years. Intangible assets are amortized on a straight-line basis based on their estimated useful lives. The estimated useful life of these intangible assets are as follows.

	Estimated useful life (in years)
Trade name	5
Customer relationships	10 - 13
Developed technology	1 - 7

Warranty Allowance

The Company provides its customers with limited-service warranties associated with product replacement and related services. The warranty typically lasts one year following the installation of the product. The estimated warranty costs, which are expensed at the time of sale and included in hardware cost of revenue, are based on the results of product testing, industry and historical trends and warranty claim rates incurred and are adjusted for identified current or anticipated future trends as appropriate. Actual warranty claim costs could differ from these estimates. For the three months ended March 31, 2026 and 2025, included in cost of hardware revenue was a $(180) warranty recovery and $115 warranty expense, respectively. As of March 31, 2026, and December 31, 2025, the Company's warranty allowance was $240 and $423, respectively, and is recorded in accrued expenses and other current liabilities on the Condensed Consolidated Balance Sheets.

Fair Value of Financial Instruments

Fair value is based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Assets and liabilities subject to on-going fair value measurement are categorized and disclosed into one of three categories depending on observable or unobservable inputs employed in the measurement. These two types of inputs have created the following fair value hierarchy.

Level 1: Quoted prices in active markets that are accessible at the measurement date for assets and liabilities.

Level 2: Observable prices that are based on inputs not quoted in active markets but corroborated by market data.

Level 3: Unobservable inputs are used when little or no market data is available.

This hierarchy requires the Company to minimize the use of unobservable inputs and to use observable market data, if available, when determining fair value. The Company recognizes transfers between levels of the hierarchy based on the fair values of the respective financial measurements at the end of the reporting period in which the transfer occurred. There were no transfers between levels of the fair value hierarchy during the three months ended March 31, 2026 or 2025. The carrying amounts of the Company's accounts receivable, accounts payable and accrued and other liabilities approximate their fair values due to their short maturities.

Revenue Recognition

The Company derives its revenue primarily from sales of systems that consist of hardware devices, professional services and Hosted Services to assist property owners and property managers with visibility and control over assets, while providing all-in-one home control offerings for residents. Revenue is recorded when control of these products and services is transferred to the customer in an amount that reflects the consideration the Company expects to be entitled to receive in exchange for those products and services.

The Company may enter into contracts that contain multiple distinct performance obligations. The transaction price for a typical arrangement includes the price for: smart home hardware devices, professional services, and a subscription for use of the Company's software (“Hosted Services”). Included in these contracts are centrally connected devices ("Hub Devices"), which integrate the Company’s enterprise software with third party smart devices. Historically, the Company only sold non-distinct Hub Devices which only functioned with a subscription to its software ("non-distinct Hub Devices"). During the year ended December 31, 2022, the Company began shipping Hub Devices with features that function independently from its software subscription ("distinct Hub Devices"). Non-distinct Hub Devices are recognized as a single performance obligation with the Company’s software in Hosted Services revenue, while distinct Hub Devices are recognized as a separate performance obligation in hardware revenue. When distinct Hub Devices are included in a contract, the Hosted Services performance obligation is comprised of only the Company’s software. We do not expect to deploy any more non-distinct Hub Devices.

The Company considers delivery for each of the hardware, professional services and Hosted Services to be separate performance obligations. The hardware performance obligation includes the delivery of smart home hardware and distinct Hub Devices. The professional services performance obligation includes the services to install the hardware. The Hosted Services performance obligation provides a subscription that allows the customer access to software during the contracted-use term when the promised service is provided to the customer. Also included in the hosted service performance obligation are non-distinct Hub Devices that only function with a subscription to the Company’s software.

Payments are received by the Company by check or automated clearing house payments and payment terms are determined by individual contracts and generally range from due upon receipt to net 30 days. Taxes collected from customers and remitted to governmental authorities are not included in reported revenue. Payments received from customers in advance of revenue recognition are reported as deferred revenue. The Company has elected the following practical expedients following the adoption of ASC 606:

- Shipping and handling costs: the Company elected to account for shipping and handling activities that occur after the customer has obtained control of a good as fulfillment activities (i.e., an expense) rather than as a promised service and are recorded as hardware cost of revenue. Amounts billed for shipping and handling fees are recorded as revenue.

- Sales tax collected from customers: the Company elected to exclude from the measurement of transaction price all taxes assessed by a government authority that are both imposed on and concurrent with a specific revenue-producing transaction and collected by us from a customer.

- Measurement of the transaction price: the Company applies the practical expedient that allows for inclusion of the future auto-renewals in the initial measurement of the transaction price. The Company only applies these steps when it is probable that it will collect the consideration to which it is entitled in exchange for the goods or services it transfers to a customer.

- Significant financing component: the Company elected not to adjust the promised amount of consideration for the effects of a significant financing component when the period between the transfer of promised goods or services and when the customer pays for the goods or services will be one year or less.

Timing of Revenue Recognition is as follows.

- *Hardware Revenue*

Hardware revenue results from the direct sale to customers of hardware smart home devices, which generally consist of a distinct Hub Device, door locks, thermostats, sensors, and light switches. These hardware devices provide features that function independently without subscription to the Company's software, and the performance obligation for hardware revenue is considered satisfied, and revenue is recognized at a point in time when the hardware device is shipped to the customer. The Company generally provides a one-year warranty period on hardware devices that are delivered and installed. The cost of the warranty is recorded as a component of cost of hardware revenue.

- *Professional Services Revenue*

Professional services revenue results from installing smart home hardware devices, which does not result in significant customization of the product and is generally performed over a period from two to four weeks. Installations can be performed by the Company's employees, contracted out to a third-party with the Company's employees managing the engagement, or the customer can perform the installation themselves. The Company’s professional services contracts are generally arranged on a fixed price basis, and revenue is recognized over the period in which the installations are completed.

- *Hosted Services Revenue*

Hosted Services revenue primarily consists of subscription revenue generated from fees that provide customers access to one or more of the Company’s software applications including access controls and asset monitoring and related services. These subscription arrangements have contractual terms ranging from one month to ten years and include recurring fixed plan subscription fees. Arrangements with customers do not provide the customer with the right to take possession of the Company’s software at any time. Customers are granted continuous access to the services over the contractual period. Accordingly, fees collected for subscription services are recognized on a straight-line basis over the contract term beginning on the date the subscription service is made available to the customer. Variable consideration is immaterial.

Also included in Hosted Services revenue are non-distinct Hub Devices. The Company considers those devices and hosting services subscription a single performance obligation and therefore defers the recognition of revenue for those devices upon shipment to the customer. The revenue is then amortized over its average service life. When a non-distinct Hub Device is included in a contract that does not require a long-term service commitment, the customer obtains a material right to renew the service because purchasing a new device is not required upon renewal. If a contract contains a material right, proceeds are allocated to the material right and recognized over the period of benefit, which is generally four years.

Cost of Revenue

Cost of revenue consists primarily of direct costs of products and services together with the indirect cost of estimated warranty expense and customer care and support over the life of the service arrangement.

- *Hardware*

Cost of hardware revenue consists primarily of direct costs of products, such as the distinct Hub Device, hardware devices, supplies purchased from third-party providers, and shipping costs, together with indirect costs related to warehouse facilities (including depreciation and amortization of capitalized assets and right-of-use assets), infrastructure costs, personnel-related costs associated with the procurement and distribution of products and warranty expenses together with the indirect cost of customer care and support.

- *Professional Services*

Cost of professional services revenue consists primarily of direct costs related to personnel-related expenses for installation and supervision of installation services, general contractor expenses and travel expenses associated with the installation of products and indirect costs that are also primarily personnel-related expenses in connection with training of and ongoing support for customers and residents.

- *Hosted Services*

Cost of Hosted Services revenue consists primarily of the amortization of the direct costs of non-distinct Hub Devices, consistent with the revenue recognition period noted above in "Hosted Services Revenue", and infrastructure costs associated with providing software applications together with the indirect cost of customer care and support over the life of the service arrangement.

Deferred Cost of Revenue

Deferred cost of revenue includes all direct costs included in cost of revenue for Hosted Services and non-distinct Hub Devices that have been deferred to future periods.

Stock-Based Compensation

Our stock-based compensation consists of stock options and restricted stock units ("RSUs") granted to our employees and directors during the periods presented. Stock-based awards are measured based on the grant date fair value. We estimate the fair value of stock option awards on the grant date using the Black-Scholes option-pricing model. The fair value of RSUs is based on the grant date fair value of the stock price. The fair value of these awards is recognized as compensation expense on a straight-line basis over the requisite service period in which the awards are expected to vest. Forfeitures are recognized as they occur by reversing previously recognized compensation expense.

The Black-Scholes model considers several variables and assumptions in estimating the fair value of stock-based awards. These variables include the per share fair value of the underlying common stock, exercise price, expected term, risk-free interest rate, expected annual dividend yield, and the expected stock price volatility over the expected term and forfeitures, which are recognized as they occur. For all stock options granted, we calculated the expected term using the simplified method for “plain vanilla” stock option awards.

The grant date fair value is also utilized with respect to RSUs which vest based on performance and time based service conditions. For RSUs with a performance condition as well as a time-based service condition, compensation expense is recognized over the service period based on the number of awards that the Company believes is probable to vest.

Research and Development

These expenses relate to the research and development of new products and services and enhancements to the Company’s existing product offerings. The Company accounts for the cost of research and development by capitalizing qualifying costs, which are incurred during the product development stage, and amortizing those costs over the product’s estimated useful life, which generally ranges from three to five years depending on the type of application. The Company expenses preliminary evaluation costs as they are incurred before the product development stage, as well as post development implementation and operation costs, such as training, maintenance and minor upgrades. During the three months ended March 31, 2026 and 2025, the Company capitalized $1,089 and $1,815, respectively, of research and development costs in other long-term assets on the Condensed Consolidated Balance Sheets. As of March 31, 2026, the Company had capitalized $19,052 of research and development costs in other long-term assets on the Condensed Consolidated Balance Sheets, including $17,958 of capitalized software costs, of which $11,650 remained to be amortized. As of December 31, 2025, the Company had capitalized $17,963 of research and development costs, including $16,900 of capitalized software costs, in other long-term assets on the Condensed Consolidated Balance Sheets, of which $11,529 remained to be amortized.

Advertising

Advertising costs are expensed as incurred and recorded as a component of sales and marketing expense. The Company incurred $14 and $223 of advertising expenses for the three months ended March 31, 2026 and 2025, respectively.

Segments

The Company has one operating segment and one reportable segment. Its chief operating decision maker ("CODM") is the Company's President and Chief Executive Officer, with the exception of the period from July 29, 2024 to February 24, 2025 when a management committee comprised of certain of the Company's executives acted as the CODM while the Company was in a transition period between Chief Executive Officers. The CODM reviews financial information on a consolidated basis for purposes of allocating resources and evaluating financial performance. The Company's principal operations are in the United States and the Company's long-lived assets are located primarily within the United States. Refer to Note 12 - Segment Reporting for more information on the Company's operating and reportable segments.

Recent Accounting Guidance

Recent Accounting Guidance Not Yet Adopted

In November 2024, the Financial Standards Accounting Board (FASB) issued Accounting Standards Update (ASU) No. 2024-03, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses and in January 2025, the FASB issued ASU No. 2025-01, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date, which clarified the effective date of ASU 2024-03. ASU 2024-03 requires public companies to disclose, in interim and annual reporting periods, additional information about certain expenses in the notes to financial statements. The amendments in this ASU are effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the effect that the updated standard will have on the consolidated financial statement disclosures.

In September 2025, the FASB issued ASU No. 2025-06 ("ASU 2025-06"), Intangibles–Goodwill and Other–Internal-Use Software. The guidance modernizes and clarifies the threshold for when an entity is required to start capitalizing software costs and is based on when (i) management has authorized and committed to funding the software project and (ii) it is probable that the project will be completed and the software will be used to perform the function intended. The amendments in ASU 2025-06 are effective for fiscal years beginning after December 15, 2027, and interim reporting periods, with early adoption permitted. We are evaluating the impact of the standard on the consolidated financial statement disclosures.

In December 2025, the FASB issued ASU 2025-12, Codification Improvements ("ASU 2025-12"). The guidance addresses suggestions received from stakeholders regarding the Accounting Standards Codification and makes other incremental improvements to U.S. GAAP. The update represents changes to the Codification that clarify, correct errors in or make other improvements to a variety of topics that are intended to make it easier to understand and apply. ASU 2025-12 is effective for fiscal years beginning after December 15, 2026 and interim periods within those fiscal years. Entities are required to apply the amendments to ASC 260 retrospectively. All other amendments may be applied prospectively or retrospectively. Early adoption is permitted. The Company is currently evaluating the effect that the updated standard will have on the consolidated financial statement disclosures.

In December 2025, the FASB issued ASU 2025-11, Interim Reporting (Topic 270): Narrow-Scope Improvements ("ASU 2025-11"). The guidance is intended to improve the navigability of guidance in ASC 270, Interim Reporting, and clarify when it applies. The amendments also provide additional guidance on what disclosures should be provided in interim reporting periods. ASU 2025-11 is effective for fiscal years beginning after December 15, 2027, including interim periods within those fiscal years, and permits prospective or full retrospective adoption. The Company is currently evaluating the effect that the updated standard will have on the consolidated financial statement disclosures.

Recently Adopted Accounting Guidance

In July 2025, the FASB issued ASU No. 2025-05 ("ASU 2025-05"), Financial Instruments–Credit Losses. The guidance provides an optional practical expedient when applying the guidance related to the estimation of expected credit losses for current accounts receivable and current contract assets resulting from transactions arising from contracts with customers. The amendments in ASU 2025-05 are effective for fiscal years beginning after December 15, 2025, and interim reporting periods, with early adoption permitted. The Company adopted this standard which had no impact on results of operations, cash flows or financial condition.

NOTE 3. FAIR VALUE MEASUREMENTS AND FAIR VALUE OF INSTRUMENTS

The following table displays the carrying values and fair values of financial instruments.

		As of					
		March 31, 2026			December 31, 2025		
Assets on the Condensed Consolidated Balance Sheets		Carrying Value	Unrealized Losses	Fair Value	Carrying Value	Unrealized Losses	Fair Value
Cash and cash equivalents	Level 1	$ 98,821	$ -	$ 98,821	$ 104,550	$ -	$ 104,550
Total		$ 98,821	$ -	$ 98,821	$ 104,550	$ -	$ 104,550

NOTE 4. REVENUE AND DEFERRED REVENUE

Disaggregation of Revenue

In the following tables, revenue is disaggregated by primary geographical market, type of revenue, and SmartRent solution.

	For the three months ended March 31,	
	2026	2025
Revenue by geography		
United States	$ 38,621	$ 41,320
International	62	24
Total revenue	$ 38,683	$ 41,344

	For the three months ended March 31,	
	2026	2025
Revenue by type		
Hardware	$ 15,381	$ 18,830
Professional services	6,033	$ 3,893
Hosted services	17,269	$ 18,621
Total revenue	$ 38,683	$ 41,344

	For the three months ended March 31,							
	2026				2025			
	(dollars in thousands)							
SmartRent Solutions[1]	Hardware	Professional Services	Hosted Services	Total 2026	Hardware	Professional Services	Hosted Services	Total 2025
Smart Communities Solutions								
Smart Apartments	$ 14,371	$ 4,907	$ 13,102	$ 32,380	$ 17,697	$ 2,993	$ 14,415	$ 35,105
Access Control	706	926	743	2,375	639	475	531	1,645
Other	304	200	1,022	1,526	494	425	877	1,796
Smart Operations Solutions	-	-	2,402	2,402	-	-	2,798	2,798
Total Revenue	**$ 15,381**	**$ 6,033**	**$ 17,269**	**$ 38,683**	**$ 18,830**	**$ 3,893**	**$ 18,621**	**$ 41,344**

(1) During the three months ended March 31, 2026, the Company revised the presentation of the above table by aggregating Community WiFi revenue in Other as revenue from the Company's Community WiFi solution is becoming less significant. The revised presentation has been applied retrospectively for the comparative period ended March 31, 2025. For the three months ended March 31, 2026, total revenue attributable to Community WiFi was $190. For the three months ended March 31, 2025, revenue attributable to Community WiFi was $3 related to Hardware, $219 related to Professional Services and $193 related to Hosted Services.

Remaining Performance Obligations

Advance payments received from customers are recorded as deferred revenue and are recognized upon the completion of related performance obligations over the period of service. Advance payments for non-distinct Hub Devices were recorded as deferred revenue and recognized over their average in-service life. Advance payments received from customers for subscription services are recorded as deferred revenue and recognized over the term of the subscription. A summary of the change in deferred revenue is as follows.

	For the three months ended March 31,	
	2026	2025
Deferred revenue balance as of January 1	$ 55,934	$ 87,659
Revenue recognized from balance of deferred revenue at the beginning of the period	(11,075)	(21,448)
Revenue deferred during the period	1,546	6,187
Revenue recognized from revenue originated and deferred during the period	(117)	(807)
Deferred revenue balance as of March 31	46,288	71,591

As of March 31, 2026, the Company expects to recognize 54% of its total deferred revenue within the next 12 months, 34% of its total deferred revenue between 13 and 36 months, 11% between 37 and 60 months, and the remainder is expected to be recognized beyond five years. Contracts may contain termination for convenience provisions that allow the Company, customer, or both parties the ability to terminate for convenience, either at any time or upon providing a specified notice period, without a substantive termination penalty. Included in deferred revenue as of March 31, 2026 and 2025 are $9,054 and $14,337, respectively, of prepaid fees related to contracts with termination for convenience provisions which are refundable at the request of the customer. Based on the Company's historical experience, customers do not typically exercise their termination for convenience rights. Deferred cost of revenue includes all direct costs included in cost of revenue that have been deferred to future periods.

NOTE 5. OTHER BALANCE SHEET INFORMATION

Inventory consisted of the following.

	As of	
	March 31, 2026	December 31, 2025
Finished Goods	$ 24,086	$ 26,359
Raw Materials	311	311
Total inventory	$ 24,397	$ 26,670

The Company writes down inventory for any excess or obsolete inventories or when the Company believes the net realizable value of inventories is less than the carrying value. During the three months ended March 31, 2026 and 2025, the Company recorded (reversals) write-downs of $(241) and $207, respectively. As of March 31, 2026 and December 31, 2025, the Company's inventory reserve balance was $3,998 and $4,307, respectively. The Company evaluates inventory levels for excess and obsolete products based on its assessment of future demand and market conditions.

Prepaid expenses and other current assets consisted of the following.

	As of	
	March 31, 2026	December 31, 2025
Prepaid expenses	$ 6,415	$ 5,856
Other current assets	327	333
Total prepaid expenses and other current assets	$ 6,742	$ 6,189

Property and equipment, net consisted of the following.

	As of	
	March 31, 2026	December 31, 2025
Leasehold improvements	$ 5,216	$ 5,202
Computer hardware	2,333	2,332
Warehouse and other equipment	938	950
Furniture and fixtures	327	322
Property and equipment	8,814	8,806
Less: Accumulated depreciation	(3,953)	(3,685)
Total property and equipment, net	$ 4,861	$ 5,121

Depreciation and amortization expense on all property, plant and equipment was $287 and $189 during the three months ended March 31, 2026 and 2025, respectively.

Intangible assets, net consisted of the following.

	As of					
	March 31, 2026			December 31, 2025		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Customer relationships	$ 22,990	$ (9,001)	$ 13,989	$ 22,990	$ (8,446)	$ 14,544
Developed technology	10,600	(6,222)	4,378	10,600	(5,854)	4,746
Trade name	900	(734)	166	900	(689)	211
Total intangible assets, net	$ 34,490	$ (15,957)	$ 18,533	$ 34,490	$ (14,989)	$ 19,501

Amortization expense on all intangible assets was $968 and $969 for the three months ended March 31, 2026 and 2025, respectively. Total future amortization for finite-lived intangible assets is estimated as follows.

	Amortization Expense
2026 - Remaining	$ 2,905
2027	3,734
2028	3,693
2029	2,554
2030	2,222
Thereafter	3,425
Total	$ 18,533

Other long-term assets consisted of the following.

	As of	
	March 31, 2026	December 31, 2025
Capitalized software costs, net	$ 10,983	$ 10,846
Operating lease - ROU asset, net	2,698	2,810
Other long-term assets	2,202	2,309
Total other long-term assets	$ 15,883	$ 15,965

Amortization expense for capitalized software costs was $922 and $741 for the three months ended March 31, 2026 and 2025, respectively.

Accrued expenses and other current liabilities consisted of the following.

	As of	
	March 31, 2026	December 31, 2025
Accrued compensation costs	$ 3,677	$ 7,778
Accrued expenses	3,369	3,383
Warranty allowance	240	423
Other	1,963	2,456
Total accrued expenses and other current liabilities	$ 9,249	$ 14,040

Other long-term liabilities consisted of the following.

	As of	
	March 31, 2026	December 31, 2025
Lease liability, noncurrent	$ 5,470	$ 5,792
Other long-term liabilities	5	8
Total other long-term liabilities	$ 5,475	$ 5,800

NOTE 6. DEBT

Term Loan and Revolving Line of Credit Facility

In December 2021, the Company entered into a $75,000 Senior Revolving Facility with a five-year term (the "Senior Revolving Facility"). The Senior Revolving Facility includes a letter of credit sub-facility in the aggregate availability of $10,000 as a sublimit of the Senior Revolving Facility, and a swingline sub-facility in the aggregate availability of $10,000 as a sublimit of the Senior Revolving Facility. Proceeds from the Senior Revolving Facility are to be used for general corporate purposes. Amounts borrowed under the Senior Revolving Facility may be repaid and, prior to the Senior Revolving Facility maturity date, reborrowed. The Senior Revolving Facility terminates on the Senior Revolving Facility maturity date in December 2026, when the principal amount of all advances, the unpaid interest thereon, and all other obligations relating to the Senior Revolving Facility shall be immediately due and payable. The Company has yet to draw on the Senior Revolving Facility as of March 31, 2026. The Company accounted for the cancellation of its previous revolving facility and the issuance of the Senior Revolving Facility as an exchange with the same creditor. As a result, all costs related to entering into the Senior Revolving Facility that are allowed to be deferred are recorded as a deferred asset and included in other assets on the Condensed Consolidated Balance Sheets. These costs totaled $688 and will be amortized ratably over the five-year term of the Senior Revolving Facility. For the three months ended March 31, 2026 and 2025, the Company recorded $34 and $36, respectively, of amortization expense in connection with these costs, as a component of interest expense on the Condensed Consolidated Statements of Operations and Comprehensive Loss.

Interest rates for draws upon the Senior Revolving Facility are determined by whether the Company elects a secured overnight financing rate loan (“SOFR Loan”) or alternate base rate loan (“ABR Loan”). For SOFR Loans, the interest rate is based upon the forward-looking term rate based on SOFR as published by the CME Group Benchmark Administration Limited (CBA) plus 0.10%, subject to a floor of 0.00%, plus an applicable margin. For ABR Loans, the interest rate is based upon the highest of (i) the Prime Rate, (ii) the Federal Funds Effective Rate plus 0.50%, or (iii) 3.25%, plus an applicable margin. As of March 31, 2026, the applicable margins for SOFR Loans and ABR Loans under the Senior Revolving Facility were 1.75% and (0.50%), respectively.

In addition to paying interest on the outstanding principal balance under the Senior Revolving Facility, the Company is required to pay a facility fee to the lender in respect of the unused commitments thereunder. The facility fee rate is based on the daily unused amount of the Senior Revolving Facility and is one fourth of one percent (0.25%) per annum based on the unused facility amount. During the three months ended March 31, 2026 and 2025, the facility fee totaled $47 and $47, respectively.

The Senior Revolving Facility contains certain customary affirmative and negative covenants and events of default. Such covenants will, among other things, restrict, subject to certain exceptions, the Company's ability to (i) engage in certain mergers or consolidations, (ii) sell, lease or transfer all or substantially all of the Company's assets, (iii) engage in certain transactions with affiliates, (iv) make changes in the nature of the Company's business and its subsidiaries, and (v) incur additional indebtedness that is secured on a *pari passu* basis with the Senior Revolving Facility.

The Senior Revolving Facility also requires the Company, on a consolidated basis with its subsidiaries, to maintain a minimum cash balance. If the minimum cash balance is not maintained, the Company is required to maintain a minimum liquidity ratio. As of March 31, 2026 the Company did not maintain the minimum cash balance, but exceeded the minimum liquidity ratio. If an event of default occurs, the lender is entitled to take various actions, including the acceleration of amounts due under the Senior Revolving Facility and all actions permitted to be taken by a secured creditor. As of March 31, 2026, and through the date these condensed consolidated financial statements were issued, the Company believes it was in compliance with all financial covenants.

The Senior Revolving Facility is collateralized by first priority or equivalent security interests in substantially all the property, rights, and assets of the Company.

As of March 31, 2026 and December 31, 2025, there was no outstanding principal amount under the Senior Revolving Facility.

NOTE 7. CONVERTIBLE PREFERRED STOCK AND EQUITY

Preferred Stock

The Company is authorized to issue 50,000 shares of $0.0001 par value preferred stock. As of March 31, 2026, there are no preferred stock issued or outstanding.

Stock Repurchase Program

In March 2024, the Company's Board of Directors (the "Board") authorized a stock repurchase program pursuant to which we may repurchase up to $50,000 of our Class A common stock. Repurchases under the program may be made from time to time through open market purchases or through privately negotiated transactions subject to market conditions, applicable legal requirements and other relevant factors. The repurchase program does not obligate us to acquire any particular amount of our Class A common stock and may be suspended at any time at our discretion. The timing and number of shares repurchased will depend on a variety of factors, including the stock price, business and market conditions, corporate and regulatory requirements, alternative investment opportunities, acquisition opportunities, and other factors.

During the three months ended March 31, 2025, the Company repurchased and subsequently retired 1,018 shares of our Class A common stock under the stock repurchase program at an average price of $1.18 per share for a total of $1,202, including $10 of broker fees. There were no such shares repurchased during the three months ended March 31, 2026. The Company has elected to record the amount paid to repurchase the shares in excess of the par value entirely to accumulated deficit. As of March 31, 2026 and 2025, approximately $16,751 and $20,395, respectively, remained available for stock repurchases pursuant to our stock repurchase program.

NOTE 8. STOCK-BASED COMPENSATION

2018 Stock Plan

The Company's board of directors adopted, and its stockholders approved, the SmartRent.com, Inc. 2018 Stock Plan (the "2018 Stock Plan"), effective March 2018. The purpose of the 2018 Stock Plan was to advance the interests of the Company and its stockholders by providing an incentive to attract, retain and reward persons performing services for the Company and by motivating such persons to contribute to the growth and profitability of the Company. The 2018 Stock Plan sought to achieve this purpose by providing awards in the form of stock options and restricted stock purchase rights. Awards granted as stock options under the 2018 Stock Plan generally expire no later than ten years from the date of grant and become vested and exercisable over a four-year period. All options are subject to certain provisions that may impact these vesting schedules.

Amendment to the 2018 Stock Plan

In April 2021, the board of directors executed a unanimous written consent to provide an additional incentive to certain employees of the Company by amending the 2018 Stock Plan to allow for the issuance of RSUs and granted a total of 1,533 RSUs to certain employees which vest over four years. The estimated fair value for each RSU issued was approximately $21.55 per share and the total stock-based compensation expense to be amortized over the vesting period is $33,033. In August 2021, the 2018 Stock Plan was replaced by the 2021 Plan. The 2018 Stock Plan continues to govern the terms and conditions of the outstanding awards previously granted thereunder. No new awards will be granted out of the 2018 Stock Plan.

2021 Equity Incentive Plan

In August 2021, the Board approved and implemented the SmartRent, Inc. 2021 Plan (the "2021 Plan"). The purpose of the 2021 Plan is to enhance the Company's ability to attract, retain and motivate persons who make, or are expected to make, important contributions to the Company by providing these individuals with equity ownership opportunities and equity-linked compensation opportunities.

The 2021 Plan authorizes the administrator of the 2021 Plan (generally, the Board or its compensation committee) to provide incentive compensation in the form of stock options, restricted stock and stock units, performance shares and units, other stock-based awards and cash-based awards. The Company is authorized to issue up to a total of 24,400 shares of Class A common stock under the 2021 Plan, as amended and restated. Non-employee board member RSUs generally will vest over one year, subject to the recipient's continued service through the applicable vesting date or dates. The RSUs and options granted to employees are generally subject to a four-year vesting schedule and all vesting generally shall be subject to the recipient's continued service with the Company or its subsidiaries through the applicable vesting dates.

The table below summarizes the activity pursuant to the 2021 Plan, for the three months ended March 31, 2026, and the shares available for future issuances as of March 31, 2026 and December 31, 2025.

	Shares Available for Future Issuance
Shares available as of December 31, 2025	10,874
RSUs forfeited	210
RSUs settled for taxes	481
RSUs issued	(6,115)
PSUs issued	(1,119)
Shares available as of March 31, 2026	4,331

The table below summarizes the activity related to stock options, pursuant to the 2018 Stock Plan and 2021 Plan, for the three months ended March 31, 2026.

	Options Outstanding			
	Number of Options	Weighted-Average Exercise Price ($ per share)	Weighted Average Remaining Contractual Life (years)	Aggregate Intrinsic Value
December 31, 2025	3,072	$ 1.45	3.25	$ 2,961
Exercised	(1,422)	0.47		
Forfeited	(145)	3.01		
March 31, 2026	1,505	2.27	5.92	$ 503
Exercisable options as of March 31, 2026	1,112	$ 1.94	5.35	$ 503

During the three months ended March 31, 2026 and 2025, stock-based compensation expense of $136 and $295, respectively, was recognized in connection with the outstanding options. As of March 31, 2026, there is $774 of unrecognized compensation expense related to stock options, which is expected to be recognized over a weighted-average period of 1.6 years.

The table below summarizes the activity related to RSUs, pursuant to the 2018 Stock Plan and 2021 Plan, for the three months ended March 31, 2026.

	Restricted Stock Units	
	Number of Restricted Stock Units	Weighted Average Grant Date Fair Value (per share)
December 31, 2025	10,046	$ 1.51
Granted	6,579	1.72
Vested or distributed	(1,974)	1.78
Forfeited	(215)	1.79
March 31, 2026	14,436	$ 1.56

No right to any Class A Common Stock is earned or accrued until such time that vesting occurs, nor does the grant of the RSU award confer any right to continue vesting or employment or other service. Compensation expense associated with the unvested RSUs is recognized on a straight-line basis over the vesting period.

During the three months ended March 31, 2026 and 2025, stock-based compensation expense of $2,579 and $2,544, respectively, was recognized in connection with the vesting of all RSUs. As of March 31, 2026, there is $19,248 of unrecognized compensation expense related to restricted stock units, which is expected to be recognized over a weighted-average period of 2.8 years.

During the three months ended March 31, 2026, the Company granted performance stock units ("PSUs") to our President and Chief Executive Officer covering a target of 1,119 shares of the Company's Class A common stock. These PSUs are earned and vest based on the Company's annual cost savings. The grant date fair value of the awards was determined using the closing share price of our Class A Common Stock on the date of grant. The total quantity of PSUs eligible to vest under these awards range from 0% to 200% of the target based on actual cost savings during a one-year performance period. As such, the awards are subject to performance conditions and compensation expense is recognized over the service period based on the number of awards that we believe is probable to vest. We assess the likelihood of achieving these performance conditions each quarter and adjust compensation expense accordingly.

The table below summarizes the activity related to PSUs, pursuant to the 2021 Plan, for the three months ended March 31, 2026.

	Performance Stock Units	
	Number of Performance Stock Units	Weighted Average Grant Date Fair Value (per share)
December 31, 2025	-	$ -
Granted	1,119	1.72
March 31, 2026	1,119	$ 1.72

No right to any Class A Common Stock is earned or accrued until such time that vesting occurs, nor does the grant of the PSU award confer any right to continue vesting or employment or other service.

During the three months ended March 31, 2026, stock-based compensation expense of $338 was recognized in connection with the vesting of PSUs. There was no such expense for the three months ended March 31, 2025. As of March 31, 2026, there is $1,587 of unrecognized compensation expense related to PSUs, which is expected to be recognized over a weighted-average period of 0.8 years.

2025 Inducement Equity Incentive Plan

In January 2025, the Board adopted the SmartRent, Inc. 2025 Inducement Equity Incentive Plan (the "Inducement Plan"), pursuant to which the Company may grant equity awards that are intended to qualify as employment inducement awards under the New York Stock Exchange Listed Company Manual Rule 303A.08 and any applicable interpretive material and other guidance issued under such rule (together, the "Inducement Listing Rule"), from time to time as determined by the Committee (as defined in the Inducement Plan), the Board's Compensation Committee, or a majority of the Company's "Independent Directors" (as defined under the applicable rules of the New York Stock Exchange). Upon adoption of the Inducement Plan, and subject to the adjustment provisions therein, the Company reserved 6,500 shares of Common Stock for issuance pursuant to equity awards granted under the Inducement Plan.

The Inducement Plan provides for the grant of equity-based awards, including options, stock appreciation rights, restricted stock awards, restricted stock units, performance shares, performance units, cash-based awards and other stock-based awards. Such equity-based awards may be granted under the Inducement Plan only to employees of the Company, so long as the following requirements are met: (i) the employee was not previously an employee or director, or the employee is to become employed by the Participating Company Group (as defined in the Inducement Plan) following a bona fide period of non-employment (within the meaning of the Inducement Listing Rule), and (ii) the grant of the award or awards is an inducement material to the employee's entering into employment with the Participating Company Group in accordance with the Inducement Listing Rule.

The table below summarizes the activity pursuant to the Inducement Plan, for the three months ended March 31, 2026 and the shares available for future issuances as of March 31, 2026.

	Shares Available for Future Issuance
Shares available as of December 31, 2025	6,281
RSUs issued	(465)
Shares available as of March 31, 2026	5,816

Employee Stock Purchase Plan

The Company has the ability to initially issue up to 2,000 shares of Class A Common Stock under the ESPP, subject to annual increases effective as of January 1, 2022, and each subsequent January 1 through and including January 1, 2030, in an amount equal to the smallest of (i) 1% of the number of shares of the Class A Common Stock outstanding as of the immediately preceding December 31, (ii) 2,000 shares or (iii) such amount, if any, as the Board may determine.

The ESPP allows employees to purchase shares of the Company's Class A Common Stock approximately every six months at a per share purchase price equal to 85 percent of the quoted market price of a share of the Company's Class A Common Stock on (i) the first day of the offering period or (ii) the applicable purchase date of such offering period, whichever quoted market price is lower. During the three months ended March 31, 2026 and 2025, stock-based compensation expense of $4 and $(3), respectively, was recognized in connection with the ESPP.

The table below summarizes the activity related to the ESPP for the three months ended March 31, 2026.

ESPP Activity	Shares Available for Sale
December 31, 2025	8,761
Annual additions to the plan	1,897
Shares purchased	(118)
March 31, 2026	10,540

Stock-Based Compensation

The Company recorded stock-based compensation expense as follows.

	For the three months ended March 31,	
	2026	2025
Cost of revenue	$ 100	$ 293
Research and development	699	1,172
Sales and marketing	221	228
General and administrative	2,037	1,143
Total	$ 3,057	$ 2,836

NOTE 9. INCOME TAXES

The Company's effective tax rate ("ETR") from continuing operations was (0.91%) and (0.27%) for the three months ended March 31, 2026 and 2025, respectively. The Company's ETR during three months ended March 31, 2026 differed from the federal statutory rate of 21% primarily due to changes in valuation allowance and foreign taxes.

The income tax expense on the Condensed Consolidated Statement of Operations and Comprehensive Loss is primarily related to the foreign and state taxes. The Company established a full valuation allowance for net deferred U.S. federal and state tax assets, including net operating loss carryforwards. The Company expects to maintain this valuation allowance until it becomes more likely than not that the benefit of the federal and state deferred tax assets will be realized in future periods. The Company believes that it has established an adequate allowance for uncertain tax positions, although it can provide no assurance that the final outcome of these matters will not be materially different. To the extent that the final outcome of these matters is different than the amounts recorded, such differences will affect the provision for income taxes in the period in which such determination is made.

On July 4, 2025, the One Big Beautiful Bill Act ("OBBBA") was enacted in the U.S. The OBBBA includes significant provisions, such as the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act, modifications to the international tax framework and the restoration of favorable tax treatment for certain business provisions. The legislation has multiple effective dates, with certain provisions effective in 2025 and others implemented through 2027. The Company has benefited from the restoration of 100% bonus depreciation and the favorable treatment of research and development expenditures under Section 174 enacted by the OBBBA, and the effects of the legislation have been reflected in the Company's income tax provision.

NOTE 10. NET LOSS PER SHARE

The following potentially dilutive shares were excluded from the computation of diluted net loss per share attributable to common stockholders for the periods presented because inclusion of the shares on an as-converted basis would have been anti-dilutive.

	For the three months ended March 31,	
	2026	2025
Common stock options, RSUs and PSUs	17,061	14,766
Total	17,061	14,766

NOTE 11. COMMITMENTS AND CONTINGENCIES

Purchase Commitments

The Company enters into long-term purchase commitments for certain goods and services. In October 2025, the Company entered into an agreement with a supplier to purchase minimum volumes of certain goods and services through December 2030. Future minimum annual payments in connection with the purchase commitment as of March 31, 2026 are as follows.

	Annual Minimum Payments
2026 - Remainder	$ 3,921
2027	5,978
2028	6,900
2029	7,950
2030	9,050
Total purchase commitment	$ 33,799

In the event of certain deteriorating business conditions during fiscal year 2028, and upon providing sixty days written notice to the supplier prior to January 1, 2029, the Company has the option to request for a reduction of its minimum payments for the fiscal years of 2029 and 2030 respectively, including an extension of the commitment term by one additional fiscal year, 2031.

Legal Matters

The Company is subject to various legal proceedings and claims that arise in the ordinary course of its business from time to time. Liabilities are accrued when it is believed that it is both probable that a liability has been incurred and that the Company can reasonably estimate the amount of the potential loss. The Company does not believe that the outcome of these proceedings or matters will have a material effect on the condensed consolidated financial statements.

In February 2024, a putative class action complaint was filed against Fifth Wall Acquisition Sponsor, LLC, Fifth Wall Asset Management, LLC (the "FWAA Defendants"), and the individual directors of Fifth Wall Acquisition Corp. I ("FWAA") (the "Director Defendants" and collectively the "Defendants") in the Delaware Court of Chancery by a stockholder of FWAA for purported damages arising from the business combination with SmartRent.com, Inc. (the "2024 Class Action"). The complaint asserted claims for purported actions relating to FWAA's August 24, 2021 merger with legacy SmartRent.com, Inc. Beginning in February 2025, the parties participated in a mediation, which ultimately led to all the parties' agreement to settle the 2024 Class Action for $11,375. In August 2025, the parties executed a Stipulation and Agreement of Settlement, Compromise and Release, which the Court approved in November 2025.

Legal expenses and settlement costs incurred by the Company during the three months ended March 31, 2026 and 2025 were $37 and $6,577, respectively, in connection with the 2024 Class Action. These legal expenses were recorded within general and administrative expenses on the Condensed Consolidated Statements of Operations and Comprehensive Loss and accrued expenses and other current liabilities on the Consolidated Balance Sheets.

In December 2025, the San Francisco Tenants Union and three residents filed claims against the Company and several multifamily property owners in the Superior Court of the State of California in the County of San Francisco for alleged violations of Article 1 Section 1 of the California Constitution for alleged violation of tenant privacy rights, for common law intrusion upon seclusion and for violation of the San Francisco Rent Ordinance for purportedly interfering with tenants' privacy rights arising out of the use of the Company's SmartHome products and services (the "Complaint"). The Complaint seeks declaratory relief that the conduct described in the Complaint constitutes an invasion of the right to privacy and injunctive relief prohibiting the Company and owners from violating tenants' privacy rights. The Complaint also seeks unspecified damages. The Company disputes the plaintiffs' claims and intends to vigorously defend against those claims.

The Company regularly reviews outstanding legal claims, actions and enforcement matters, if any exist, to determine if accruals for expected negative outcomes of such matters are probable and can be reasonably estimated. The Company evaluates any such outstanding matters based on management's best judgment after consultation with counsel. There is no assurance that the Company's accruals for loss contingencies will not need to be adjusted in the future. The amount of such adjustment could significantly exceed the accruals the Company has recorded.

NOTE 12. SEGMENT REPORTING

The Company operates as a single operating segment, which is also its only reportable segment as its CODM, which is currently the Company's President and Chief Executive Officer, reviews financial information on a consolidated basis for purposes of allocating resources and evaluating financial performance. The Company's principal operations are in the United States and the Company's long-lived assets are located primarily within the United States. The Company held $8,599 and $10,080 of assets outside the United States on March 31, 2026, and December 31, 2025, respectively.

The CODM uses revenue, gross profit, operating expenses, and net income as the primary measures to assess performance and to make strategic decisions regarding product development, market expansion, and resource allocation. Key financial performance measures of the segment are as follows.

	For the three months ended March 31,	
	2026	2025
Revenue		
Hardware	$ 15,381	$ 18,830
Professional Services	6,033	3,893
Deferred hub amortization	2,050	4,658
SaaS - Smart Apartments	*11,052*	*9,757*
SaaS - Smart Operations	*2,402*	*2,798*
SaaS - All Other	*1,765*	*1,408*
SaaS	15,219	13,963
Total revenue	38,683	41,344
Cost of revenue		
Hardware	12,576	13,960
Professional Services	5,898	7,293
Deferred hub amortization	1,203	2,440
SaaS	3,885	4,089
Total cost of revenue	23,562	27,782
Gross profit	15,121	13,562
Operating expenses		
Research and development	5,442	7,086
Sales and marketing	4,182	4,542
General and administrative	6,351	14,606
Stock compensation	2,957	2,543
Depreciation and amortization	1,283	1,145
Total operating expenses	20,215	29,922
Impairment charge	-	24,929
Loss from operations	(5,094)	(41,289)
Other segment items[(1)]	646	1,105
Net loss	$ (4,448)	$ (40,184)

(1) Other segment items include interest income, net, other income (expense), net, and income tax expense (benefit).

During the three months ended March 31, 2026, the Company revised the presentation of key financial information provided to the CODM. The table above reflects the updated presentation, which has been applied retrospectively in the financial information for the comparative period ended March 31, 2025.

The CODM is regularly provided with the consolidated cost of revenue and consolidated operating expenses as noted on the face of the Condensed Consolidated Statement of Operations and Comprehensive Loss, as these make up the significant expenses included in the measure of the segment profit or loss. Reported segment revenues less the significant expenses defined in accordance with ASC 280-10-50-26A is equal to the reported segment profit or loss, and thus there are no other segment items to disclose herein.

The Company considers these categories significant based on their materiality to the segment's results and their importance in the CODM's evaluation of segment performance and resource allocation decisions.

NOTE 13. SUBSEQUENT EVENTS

In connection with the preparation of the accompanying condensed consolidated financial statements, the Company has evaluated events and transactions occurring after March 31, 2026 and through May 6, 2026, the date these financial statements were issued, for potential recognition or disclosure and has determined that there are no additional items to disclose except as disclosed below.

In April 2026, 117 shares of the Company's Class A Common Stock were issued to certain employees related to vested RSUs and exercised stock options.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the condensed consolidated financial statements and related notes included herein and the consolidated financial statements and notes thereto for the year ended December 31, 2025 contained in our Annual Report on Form 10-K filed with the SEC.

This discussion may contain forward-looking statements based upon our current expectations that involve risks and uncertainties. Please refer to the section titled "Cautionary Note Regarding Forward-Looking Statements".

Overview

We are an enterprise real estate technology company that provides a comprehensive management platform designed for property owners, managers and residents. Our suite of products and services, which includes cloud-based SaaS solutions many of which are enabled by smart building hardware, provide seamless visibility and control over real estate assets. Our platform can lower operating costs, increase revenues, mitigate operational friction and protect assets for owners and operators, while providing a differentiated, elevated living experience for residents.

Through centrally connected devices ("Hub Devices"), which integrate our enterprise software with third party smart devices, we enable the integration of our platform with third-party smart devices, our own hardware devices and other technology interfaces. We use an open-architecture, brand-agnostic approach that allows owners, operators, and residents to manage their smart home systems through a single connected interface. Our Smart Community solutions include software and devices that power (i) smart apartments and homes, (ii) access control for buildings, common areas, and rental units, and other solutions such as asset protection and monitoring and self-guided tours. Our Smart Operations solutions include work order management, the automation of leasing and resident call handling, audit management, and the automation of the inspection process. We also have a professional services team that provides customers with training, installation, and support services.

SmartRent is a category leader in the enterprise smart home solutions industry. As of March 31, 2026, we had 911,244 Units Deployed (as defined below) and approximately 600 customers who either have an active subscription or have purchased any SmartRent product in the past twelve months, including many of the largest multifamily residential owners in the United States. As of March 31, 2026, we believe our customers owned an aggregate of approximately 6.6 million rental units. This represents approximately 13% of the United States market for institutionally owned multifamily rental units and single-family rental homes. In addition to multifamily residential owners, our customers include some of the leading single-family rental homeowners, homebuilders, and iBuyers in the United States.

Our Business Model

We generate revenue primarily from sales of smart home systems that enable property owners and property managers to have visibility and control over assets, while providing all-in-one home control offerings for residents. Our revenue is primarily generated from: (1) the direct sale to our customers of hosted services from subscription fees collected from customers to provide Hosted Services including access controls, asset monitoring, and related services; (2) the sale and delivery of smart home devices, which generally consist of a Hub Device, door-locks, thermostats, sensors, and light switches; and (3) installation and implementation of smart home devices that enable our Hosted Services. Subscription arrangements have contractual terms ranging from one month to ten years and the weighted average length of our recurring revenue contracts is 3.9 years.

Key Factors Affecting Our Performance

We believe that our success is dependent on many factors, including those discussed below. Our operating results and cash flows are dependent upon a number of opportunities, challenges and other factors, including our ability to grow our customer and installed base in a cost-effective manner, expand our hardware and hosted service offerings to generate increased revenue per Unit Deployed (as defined below), and provide high quality hardware products and hosted service applications to maximize revenue and improve the leverage of our business model. While these areas represent opportunities for us, they also represent challenges and risks that we must successfully address in order to operate our business.

Active Supply Chain Management

We continue to experience improvements in the challenges related to the global supply chain. In prior periods, the increased demand for electronics as a result of the COVID-19 pandemic, U.S. trade relations with China and certain other factors in recent periods led to a global shortage of semiconductors, including Z-wave chips, which are a central component of our Hub Devices. Due to this shortage in prior periods, we experienced Hub Device production delays, which affected our ability to meet scheduled installations and facilitate customer upgrades to our higher-margin Hub Devices. We also experienced shortages and shipment delays related to components for access control systems and made-to-order specialty locks.

The incremental improvements in the global supply chain are evidenced by our reduction of backlogged Units Deployed for Access Control and made-to-order locks.

In 2025, the U.S. government announced tariffs on goods imported from various countries to the U.S. Countries subject to such tariffs have imposed or may in the future impose reciprocal or retaliatory tariffs and other trade measures. An increase in tariffs could have an adverse impact on our cost structure, supply chain, and broader economic environment.

Investing in Research and Development

Our performance is significantly dependent on the investments we make in research and development, including our ability to attract and retain highly skilled research and development personnel. We must continually develop and introduce innovative new software services and hardware products, and integrate with third-party products and services, mobile applications and other new offerings.

New Products, Features and Functionality

We are evolving our business into a more diverse platform with new products, features and functionality that enhance the value of our smart home operating system. We have introduced a number of SaaS product enhancements and features, including Answer Automation and Work Management solutions, that streamline property management operations. Our Smart Operations Solutions enhance our overall platform offering and customer value proposition by providing a comprehensive one-stop platform that broadens our support of property operations, enhancing the experience for residents, property owners and managers. We offer an open-API architecture that enables third-party partner integrations, resulting in a multi-functional platform that enhances property management workflow efficiencies, empowers team productivity, elevates resident interactions, and improves resident living experiences. In the future, we intend to unify our platform with deeper use of data, analytics and AI, and simplify our hardware architecture while expanding software offerings.

Category Adoption and Market Growth

Our future growth depends in part on the continued consumer adoption of software and hardware products which improve the resident experience and the growth of this market. We need to deliver solutions that enhance the resident experience and deliver value to our customers, rental property owners and operators, as well as homebuilders and developers, by providing products and solutions designed to enhance visibility and control over assets while providing additional revenue opportunities. In prior years, we experienced headwinds to adoption as certain customers deferred capital expenditures, driven by broader macroeconomic conditions, which resulted in a decrease in Units Shipped and New Units Deployed. In addition, changes in our executive leadership and the structure of our sales organization have impacted sales and overall volumes.

Recent Developments

In the first quarter of 2026, we introduced Vision 2028, a focused three-year strategy that outlines how we believe we will extend our market leadership and create long-term value for our stakeholders. Our priorities are (1) accelerating growth by reinforcing our competitive moat and (2) expanding our path to profitability through a more leverageable operating model. These two priorities are operationalized via the following strategic pillars: (i) grow our installed footprint, (ii) scale a world-class go-to-market organization, (iii) unify our platform with deeper use of data, analytics and AI, (iv) simplify hardware architecture while expanding software offerings, and (v) strengthen operating rigor through scalable internal processes.

Basis of Presentation

The condensed consolidated financial statements and accompanying notes included elsewhere in this Report are prepared in accordance with GAAP.

Key Metrics

We regularly monitor a number of operating metrics in order to evaluate our operating performance, identify trends affecting our business, formulate business plans, measure our progress and make strategic decisions. Our key metrics are not based on any standardized industry methodology and are not necessarily calculated in the same manner or comparable to similarly titled measures presented by other companies. Similarly, our key metrics may differ from estimates published by third parties or from similarly titled metrics of our competitors due to differences in methodology. The numbers that we use to calculate our key metrics are based on internal data. While these numbers are based on what we believe to be reasonable judgments and estimates for the applicable period of measurement, there are inherent challenges in measuring such information. We regularly review and may adjust our processes for calculating our internal metrics to improve their accuracy.

Units Deployed and New Units Deployed

We define Units Deployed as the aggregate number of Hub Devices that have been installed (including customer self-installations) and have an active subscription as of a stated measurement date. We utilize the Units Deployed metric to assess the health of our business and measure the trajectory of our growth. We define New Units Deployed as the aggregate number of Hub Devices that were installed (including customer self-installations) and resulted in a new active subscription during a stated measurement period. Although our revenue is primarily driven by New Units Deployed and the number of Units Deployed, due to the expansion of our products and services that don't require a Hub Device, and Hub Device upgrades that do not result in net new active subscriptions, the correlation between New Units Deployed and revenue is not as strong as it was historically. Although the correlation has decreased, New Units Deployed is still an indicator of our ability to acquire new customers and expand our relationships with our current customers. As of March 31, 2026 and 2025, we had an aggregate of 911,244 and 827,611 Units Deployed, respectively. For the three months ended March 31, 2026 and 2025, we had 20,662 and 18,114 New Units Deployed, respectively.

Units Shipped

We define Units Shipped as the aggregate number of Hub Devices that have been shipped to customers during a stated measurement period. Units Shipped is used to assess the trajectory of our growth and is an indicator of our ability to acquire new customers and expand our relationships with our current customers. However, we caution that Units Shipped also includes Hub Devices for upgrades and out of warranty replacements and may not be an indicator of New Units Deployed in future periods. For the three months ended March 31, 2026 and 2025, we had 33,466 and 43,418 Units Shipped, respectively.

Units Booked

We define Units Booked as the aggregate number of Hub Device units subject to binding orders executed during a stated measurement period that will result in a New Unit Deployed. We utilize the concept of Units Booked to measure estimated near-term resource demand and the resulting approximate range of post-delivery revenue that we will earn and record. Units Booked represent binding orders only. For the three months ended March 31, 2026 and 2025 there were 16,592 and 18,210 Units Booked, respectively. For the three months ended March 31, 2026 and 2025, ARR related to Units Booked was $1,895 and $2,246, respectively.

Bookings

We define Bookings as the contract value of hardware, professional services, and the first year of ARR for binding orders executed during a stated measurement period, including renewals and upgrades. We utilize Bookings to measure revenue expected to be earned in future periods from orders contracted during the current period. For the three months ended March 31, 2026 and 2025, Bookings were $18,471 and $27,180, respectively.

SaaS Revenue

We define SaaS Revenue as subscription revenue from fees paid by customers for access to one or more of SmartRent's software applications, including access controls, asset monitoring and related services, and our Community WiFi solution. We believe that SaaS Revenue growth demonstrates our ability to acquire new customers and to maintain and expand our relationships with existing customers. More specifically, we monitor our SaaS Revenue to assess the general health and trajectory of our Hosted Services business. Arrangements with customers do not provide the customer with the right to take possession of SmartRent's software at any time. Customers are granted continuous access to the services over the contractual period. As of March 31, 2026, approximately 33% of our ARR had prepaid payment terms. We believe that our customer base is inherently sticky given the barriers to entry associated with rolling out an integrated enterprise solution across a portfolio of rental units. For the three months ended March 31, 2026 and 2025, we generated SaaS Revenue of $15.2 million and $14.0 million, respectively.

Annual Recurring Revenue

We define Annual Recurring Revenue ("ARR") as the annualized value of our SaaS Revenue earned in the current quarter, which we calculate by taking the total amount of SaaS Revenue in the current quarter and multiplying that amount by four. We believe that ARR growth demonstrates our ability to acquire new customers and to maintain and expand our relationships with existing customers. More specifically, we monitor our ARR to assess the general health and trajectory of our Hosted Services business. As of March 31, 2026 and 2025, ARR was $60.9 million and approximately $55.9 million, respectively.

Hardware Average Revenue per Unit ("ARPU"), Professional Services ARPU, SaaS ARPU, and Units Booked SaaS ARPU

We define Hardware ARPU as total hardware revenue during a given period divided by the total Units Shipped during the same period. Hardware ARPU is used to evaluate the effectiveness of our hardware pricing and assess our ability to market and sell our hardware offerings. For the three months ended March 31, 2026 and 2025, Hardware ARPU was $460 and $434, respectively.

We define Professional Services ARPU as total professional services revenue during a given period divided by the total New Units Deployed, excluding customer self-installations, during the same period. Professional Services ARPU is used to assess our ability to effectively price our installation services. For the three months ended March 31, 2026 and 2025, Professional Services ARPU was $378 and $427, respectively.

We define SaaS ARPU as total SaaS Revenue during a given period divided by the average aggregate Units Deployed in the same period divided by the number of months in the period. Average aggregate Units Deployed is calculated as the Units Deployed as of the current period plus the Units Deployed as of the previous period divided by two. SaaS ARPU is used to evaluate the effectiveness of our SaaS pricing and assess our ability to market and sell our various software solutions. For the three months ended March 31, 2026 and 2025, SaaS ARPU was $5.63 and $5.69, respectively.

We define Units Booked SaaS ARPU as the first year ARR for binding orders with Units Booked executed during the stated measurement period divided by the total Units Booked in the same period divided by the number of months in the period. Units Booked SaaS ARPU is used to evaluate the effectiveness of our SaaS pricing and assess our ability to market and sell our various software solutions for orders executed during the period. For the three months ended March 31, 2026 and 2025, Units Booked SaaS ARPU was $9.52 and $10.28, respectively.

Customer Churn

We define Customer Churn as cancelled deployed units during the measurement period divided by Units Deployed as of the beginning of the measurement period. Cancelled deployed units are the previous Units Deployed that have been cancelled during the same measurement period in which a customer cancels all product subscriptions. Our Hosted Services growth is driven by our ability to retain our customers and minimize Customer Churn. For the three months ended March 31, 2026 and 2025, our Customer Churn for our Smart Communities Solutions was 0.05% and 0.02%, respectively.

Property Net Revenue Retention

We define Property Net Revenue Retention as SaaS Revenue at the end of the current period related to properties which had SaaS Revenue at the end of the same period in the prior year, divided by SaaS Revenue at the end of the same period in the prior year for those same properties. Property Net Revenue Retention includes additions to revenue from price increases on existing products, additions of new products at existing properties and transfers of ownership, offset by any reductions in revenue caused by cancellations or downgrades. Property Net Revenue Retention was 106% as of March 31, 2026 compared to 102% as of March 31, 2025.

Customer Net Revenue Retention

We define Customer Net Revenue Retention as SaaS Revenue at the end of the current period related to customers which had SaaS Revenue at the end of the same period in the prior year, divided by SaaS Revenue at the end of the same period in the prior year for those same customers. A customer with SaaS Revenue is defined as an entity that has an active subscription during the stated period. Customer Net Revenue Retention includes additions to revenue from transfers of ownership, price increases on existing products and additions of new products at existing properties, offset by any reductions in revenue caused by cancellations or downgrades. Customer Net Revenue Retention was 105% as of March 31, 2026 compared to 114% as of March 31, 2025.

The table below summarizes our key metrics.

	Three months ended March 31,		
	2026	2025	Change %
Hardware			
Hardware Units Shipped	33,466	43,418	(23)%
Hardware ARPU	$ 460	$ 434	6%
Professional Services			
New Units Deployed	20,662	18,114	14%
Professional services ARPU	$ 378	$ 427	(12)%
Hosted Services			
Units Deployed	911,244	827,611	10%
Average aggregate units deployed	901,057	818,554	10%
SaaS ARPU	$ 5.63	$ 5.69	(1)%
Bookings			
Units Booked	16,592	18,210	(9)%
Bookings (in thousands)	$ 18,471	$ 27,180	(32)%
Units Booked SaaS ARPU	$ 9.52	$ 10.28	(7)%

Components of Results of Operations

Revenue

We generate revenue primarily from sales of systems that consist of hardware devices, professional installation services and Hosted Services enabling property owners and property managers to have visibility and control over assets, while providing all-in-one home control offerings for residents. We record revenue as earned when control of these products and services is transferred to the customer in an amount that reflects the consideration we expect to collect for those products and services. The table below summarizes our revenue by solution.

	For the three months ended March 31,							
	2026				2025			
	(dollars in thousands)							
SmartRent Solutions[1]	Hardware	Professional Services	Hosted Services[2]	Total 2026	Hardware	Professional Services	Hosted Services[2]	Total 2025
Smart Communities Solutions								
Smart Apartments	$ 14,371	$ 4,907	$ 13,102	$ 32,380	$ 17,697	$ 2,993	$ 14,415	$ 35,105
Access Control	706	926	743	2,375	639	475	531	1,645
Other	304	200	1,022	1,526	494	425	877	1,796
Smart Operations Solutions	-	-	2,402	2,402	-	-	2,798	2,798
Total Revenue	**$ 15,381**	**$ 6,033**	**$ 17,269**	**$ 38,683**	**$ 18,830**	**$ 3,893**	**$ 18,621**	**$ 41,344**

(1) During the three months ended March 31, 2026, we revised the presentation of the above table by aggregating Community WiFi revenue in Other as revenue from our Community WiFi solution is becoming less significant. The revised presentation has been applied retrospectively for the comparative period ended March 31, 2025. For the three months ended March 31, 2026, total revenue attributable to Community WiFi was $190. For the three months ended March 31, 2025, revenue attributable to Community WiFi was $3 related to Hardware, $219 related to Professional Services and $193 related to Hosted Services.

(2) For the three months ended March 31, 2026 and 2025, Hosted services revenue for our Smart Apartments solution included hub amortization revenue of $2,050 and $4,658, respectively.

Hardware Revenue

We generate revenue from the direct sale to our customers of hardware smart home devices, which devices generally consist of a Hub Device, door-locks, thermostats, sensors, and light switches. These hardware devices provide features that function independently without subscription to our software, and the performance obligation for hardware revenue is considered satisfied and revenue is recognized at a point in time when the hardware device is shipped to the customer. Certain previous versions of our Hub Devices do not function independently without the subscription, and therefore, the revenue for those Hub Devices is recognized in Hosted Services revenue. We generally provide a one-year warranty period on hardware devices that are delivered and installed. We record the cost of the warranty as a component of cost of hardware revenue.

Professional Services Revenue

We generate professional services revenue from installing smart home hardware devices, which does not result in significant customization of the installed products and is generally performed over a period ranging from two to four weeks. Installations can be performed by our employees, can be contracted out to a third party with our employees managing the engagement, or can be performed by the customer. Professional services contracts are generally performed on a fixed-price basis and revenue is recognized over the period in which installations are completed.

Hosted Services Revenue

We generate hosted services revenue from (1) the direct sale to our customers of hosted services from subscription fees collected from customers to provide access to one or more of our software applications including access controls, asset monitoring, WiFi, and related services (“Hosted Services”) and (2) the amortization of non-distinct Hub Devices. These subscription arrangements have contractual terms ranging from one month to ten years and include recurring fixed plan subscription fees. The weighted average length of our recurring revenue contracts is 3.9 years. Our arrangements do not provide the customer with the right to take possession of our software at any time. Customers are granted continuous access to the services over the contractual period. Accordingly, fees collected for subscription services are recognized on a straight-line basis over the contract term beginning on the date the subscription service is made available to the customer.

We sold certain Hub Devices, which only function with the subscription to our software applications and related hosting services. We consider those devices and hosting services subscription as a single performance obligation, and therefore we defer the recognition of revenue for those devices that are sold with application subscriptions. The estimated average in-service life of those devices is four years. When a Hub Device without independent functionality is included in a contract that does not require a long-term service commitment, the customer obtains a material right to renew the service because purchasing a new device is not required upon renewal. If a contract contains a material right, proceeds are allocated to the material right and recognized over the period of benefit, which is generally four years. We do not expect to deploy any more non-distinct Hub Devices.

Cost of Revenue

Cost of revenue consists primarily of direct costs of products and services together with the indirect cost of estimated warranty expense and customer care and support over the life of the service arrangement. We expect the cost of revenue to increase in absolute dollars in future periods commensurate with increases in revenue. We record any change to cost of job performance and job conditions in the period during which the revision is identified.

Hardware

Cost of hardware revenue consists primarily of direct costs of products, Hub Devices, hardware devices and supplies purchased from third-party providers, shipping costs, warehouse facility (including depreciation and amortization of capitalized assets and right-of-use assets) and infrastructure costs, personnel-related costs associated with the procurement and distribution of our products and estimated warranty expenses together with the indirect cost of customer care and support. We expect an increase in cost of hardware revenue in absolute dollars in future periods commensurate with increases in revenue.

Tariffs imposed by the U.S. government since 2019, especially with respect to China, have subjected certain SmartRent products manufactured overseas to additional import duties. The amount of the import tariff has changed numerous times based on actions by the U.S. government. The U.S. government has implemented and threatened further increases to tariffs in 2025 on imports from countries such as Canada, Mexico and China. Such actions may increase our cost of hardware revenue and reduce our hardware revenue margins in the future. We continue to monitor and evaluate changes in policy impacting global trade, including tariff regulations.

Professional Services

Cost of professional services revenue consists primarily of direct costs related to personnel-related expenses for installation and supervision of installation services, general contractor expenses and travel expenses associated with installation of our products, and indirect costs that are also primarily personnel-related expenses in connection with training of and ongoing support for customers and residents.

Hosted Services

Cost of Hosted Services revenue consists primarily of the amortization of the direct costs of certain Hub Devices consistent with the revenue recognition period noted above in “Hosted Services Revenue” and infrastructure costs associated with providing our software applications together with the indirect cost of customer care and support over the life of the service arrangement. In future periods, we expect the cost of Hosted Services revenue to increase in absolute dollars at a rate that is lower than the corresponding increase in Hosted Services revenue.

Operating Expenses

Research and Development

Research and development expenses consist primarily of personnel-related costs directly associated with our research and development activities. Our research and development efforts are focused on enhancing and developing additional functionality for our existing products and on new product development. We account for the cost of research and development by capitalizing qualifying costs, which are incurred during the product development stage, and amortizing those costs over the product’s estimated useful life, which generally ranges from three to five years depending on the type of application. Costs incurred and capitalized during the product development stage generally include the costs of software configuration, coding, and testing. Such costs primarily include payroll and payroll-related expenses for employees directly involved in the product development. We expense preliminary evaluation costs as they are incurred before technological feasibility is achieved, as well as post development implementation and operation costs, such as training, maintenance and minor upgrades. We begin amortizing capitalized costs when a project is ready for its intended use, and we periodically reassess the estimated useful life of a project considering the effects of obsolescence, technology, competition and other economic factors which may result in a shorter remaining life. We believe our research and development costs will increase in absolute dollars as we increase our investment in product development to broaden the capabilities of our solutions and introduce new products and features.

Sales and Marketing Expenses

Our sales and marketing expenses consist of costs directly associated with our sales and marketing activities, which primarily include personnel-related costs, sales commissions, marketing programs, trade shows, and promotional materials. We believe our sales and marketing expenses may increase over time as we hire additional sales and marketing personnel, increase our lead generation activities, grow our operations, and continue to build brand awareness.

General and Administrative Expenses

General and administrative expenses consist primarily of personnel-related costs associated with our general and administrative organization, professional fees for legal, accounting and other consulting services, office facility, insurance, information technology costs, legal settlements, and expenses incurred as a result of operating as a public company, including expenses related to compliance with the rules and regulations of the SEC and stock exchange listing requirements, additional insurance expense, investor relations activities and other administrative and professional services. We may increase the size of our general and administrative staff in order to support the growth of our business but at a rate that is lower than the corresponding increase in total revenue.

Impairment Charge

Impairment charge consists of goodwill impairment. See Note 2 - Significant Accounting Policies for more information.

Other Income/Expenses

Other income/expenses consist primarily of interest income, net of interest expense, foreign currency transaction gains and losses, and other income related to the operations of foreign subsidiaries. Interest expense is recorded in connection with our various debt facilities. Foreign currency transaction gains and losses relate to the impact of transactions denominated in a foreign currency other than the U.S. dollar. If we continue to expand our international operations, our exposure to fluctuations in foreign currencies has increased, which we expect to continue.

Provision for Income Taxes

The income tax expense on the Condensed Consolidated Statement of Operations and Comprehensive Loss is primarily related to the foreign and state taxes. We established a full valuation allowance for net deferred U.S. federal and state tax assets, including net operating loss carryforwards. We expect to maintain this valuation allowance until it becomes more likely than not that the benefit of the federal and state deferred tax assets will be realized in future periods. We believe that we have established an adequate allowance for uncertain tax positions, although we can provide no assurance that the final outcome of these matters will not be materially different. To the extent that the final outcome of these matters is different than the amounts recorded, such differences will affect the provision for income taxes in the period in which such determination is made.

Results of Operations for the Three Months Ended March 31, 2026 and 2025

The results of operations presented below should be reviewed together with the condensed consolidated financial statements and notes included elsewhere in this Report. The following table summarizes our historical consolidated results of operations data for the periods presented. The period-to-period comparison of operating results is not necessarily indicative of results for future periods. All dollars are in thousands unless otherwise stated.

	Three months ended March 31,		2026 vs 2025 Change	
	2026	2025	$	%
	(dollars in thousands)			
Revenue				
Hardware	$ 15,381	$ 18,830	$ (3,449)	(18)%
Professional services	6,033	3,893	2,140	55%
Hosted services	17,269	18,621	(1,352)	(7)%
Total revenue	38,683	41,344	(2,661)	(6)%
Cost of revenue				
Hardware	12,576	13,960	(1,384)	(10)%
Professional services	5,898	7,293	(1,395)	(19)%
Hosted services	5,088	6,529	(1,441)	(22)%
Total cost of revenue	23,562	27,782	(4,220)	(15)%
Operating expense				
Research and development	6,146	8,258	(2,112)	(26)%
Sales and marketing	4,446	4,770	(324)	(7)%
General and administrative	9,623	16,894	(7,271)	(43)%
Total operating expenses	20,215	29,922	(9,707)	(32)%
Impairment charge	-	24,929	(24,929)	100%
Loss from operations	(5,094)	(41,289)	36,195	88%
Other income (expense)				
Interest income	860	1,303	(443)	(34)%
Interest expense	(99)	(103)	4	4%
Other (expense) income, net	(75)	13	(88)	(677)%
Loss before income taxes	(4,408)	(40,076)	35,668	89%
Income tax expense	40	108	(68)	(63)%
Net Loss	$ (4,448)	$ (40,184)	$ 35,736	89%

Comparison of the three months ended March 31, 2026 and 2025

Revenue

	Three months ended March 31,		Change	Change
	2026	2025	$	%
	(dollars in thousands)			
Revenue				
Hardware	$ 15,381	$ 18,830	$ (3,449)	(18)%
Professional services	6,033	3,893	2,140	55%
Hosted services	17,269	18,621	(1,352)	(7)%
Total revenue	$ 38,683	$ 41,344	$ (2,661)	(6)%

Total revenue decreased by approximately $2.6 million, or 6%, to $38.7 million for the three months ended March 31, 2026, from $41.3 million for the three months ended March 31, 2025. The decrease was primarily driven by a 23% decrease in Units Shipped to 33,466 for the three months ended March 31, 2026 from 43,418 for the three months ended March 31, 2025 partially offset by an increase in New Units Deployed to 20,662 units for the three months ended March 31, 2026 from 18,114 units for the three months ended March 31, 2025. Revenue from hub amortization decreased by $2.6 million and revenue from SaaS increased by $1.2 million from the three months ended March 31, 2025 to the three months ended March 31, 2026. The overall decrease in Units Shipped is primarily attributable to a particularly strong customer order that contributed to an elevated prior year comparison. Units Booked during the first quarter of 2026 were down 9% year-over-year. We believe that four factors drove the decrease: (1) our new enterprise sales reps haven't reached full productivity and are still ramping, (2) our contract renewal work shifted some signings into later quarters, (3) hardware refresh conversations with long-tenured customers consumed sales capacity that would otherwise have gone toward new bookings, and (4) the broader market environment has operators being deliberate about capital deployment decisions in a way that affects the timing of new commitments. We believe these are timing and ramp issues. In other words, these are cyclical and not structural demand issues and, we believe, Units Booked will improve in the latter half of 2026.

Hardware revenue decreased by $3.4 million, or 18%, to $15.4 million for the three months ended March 31, 2026, from $18.8 million for the three months ended March 31, 2025. This decrease in hardware revenue was primarily driven by a 23% decrease in Units Shipped to 33,466 for the three months ended March 31, 2026 from 43,418 for the three months ended March 31, 2025. The decrease in Units Shipped is primarily attributable to a particularly strong customer order that contributed to an elevated prior year comparison.

Professional services revenue increased by $2.1 million, or 55%, to $6.0 million for three months ended March 31, 2026, from $3.9 million for the three months ended March 31, 2025. The increase in professional services revenue was primarily driven by a 14% increase in New Units Deployed to 20,662 units from 18,114 units for the three months ended March 31, 2025, and a $0.5 million increase related to the installation of hub upgrades.

Hosted Services revenue decreased by approximately $1.3 million, or 7%, to $17.3 million for the three months ended March 31, 2026, from $18.6 million for the three months ended March 31, 2025. Of the $17.3 million revenue in 2026, $15.2 million is related to SaaS Revenue and $2.1 million is related to hub amortization. Revenue from hub amortization decreased by $2.6 million and revenue from SaaS increased by $1.2 million, or 9%, from the three months ended March 31, 2025 to the three months ended March 31, 2026. The increase of SaaS revenue resulted primarily from a 10% increase in the aggregate number of Units Deployed from 827,611 units at March 31, 2025 to 911,244 units at March 31, 2026, partially offset by decreased SaaS revenue earned for Smart Operations solutions.

We don't expect to deploy any more non-distinct Hub Devices, thus, the revenue contribution from hub amortization should continue to decrease in future periods until the non-distinct Hub Devices are fully amortized. As noted above, revenue from hub amortization decreased by $2.6 million from the three months ended March 31, 2025 to the three months ended March 31, 2026. During the remainder of 2026, hub amortization is expected to further decrease by $8.1 million compared to the same periods in 2025. The table below shows the expected revenue contribution from hub amortization.

	2026	2027
	(dollars in thousands)	
Revenue contribution from hub amortization		
Q1[(1)]	$ 2,050	$ 154
Q2	1,447	51
Q3	882	17
Q4	404	6
Total	$ 4,783	$ 228

(1) Q1 2026 is actual.

Cost of Revenue

	Three months ended March 31,		Change	Change
	2026	2025	$	%
	(dollars in thousands)			
Cost of revenue				
Hardware	$ 12,576	$ 13,960	$ (1,384)	(10)%
Professional services	5,898	7,293	(1,395)	(19)%
Hosted services	5,088	6,529	(1,441)	(22)%
Total cost of revenue	$ 23,562	$ 27,782	$ (4,220)	(15)%

Total cost of revenue decreased by $4.2 million, or 15%, to $23.6 million for the three months ended March 31, 2026, from $27.8 million for the three months ended March 31, 2025. The decrease in cost of revenue resulted primarily from a $1.4 million decrease in professional services personnel-related expenses, a $1.2 million decrease in hub amortization, and a 23% decrease in Units Shipped, partially offset by an unfavorable product mix related to locks.

Hardware cost of revenue decreased by $1.4 million, or 10%, to $12.6 million for the three months ended March 31, 2026, from $14.0 million for the three months ended March 31, 2025. This decrease in hardware cost of revenue was primarily attributable to a 23% decrease in Units Shipped partially offset by an unfavorable product mix related to locks.

Professional services cost of revenue decreased by $1.4 million, or 19%, to $5.9 million for the three months ended March 31, 2026, from $7.3 million for the three months ended March 31, 2025. The decrease in professional services cost of revenue is primarily attributable to a decrease of $1.4 million in fixed, personnel-related costs resulting from actions executed in the second half of 2025 and improved installation efficiencies.

Hosted Services cost of revenue decreased by $1.4 million, or 22%, to $5.1 million for the three months ended March 31, 2026, from $6.5 million for the three months ended March 31, 2025. The decrease resulted from a $1.2 million decrease in hub amortization expense.

Operating Expenses

	Three months ended March 31,		Change	Change
	2026	2025	$	%
	(dollars in thousands)			
Research and development	$ 6,146	$ 8,258	$ (2,112)	(26)%
Sales and marketing	4,446	4,770	(324)	(7)%
General and administrative	9,623	16,894	(7,271)	(43)%

Research and development expenses decreased by approximately $2.2 million, or 26%, to $6.1 million for the three months ended March 31, 2026, from $8.3 million for the three months ended March 31, 2025, primarily related to a decrease of $1.4 million in personnel-related expenses and a $0.5 million decrease in stock compensation. We believe our research and development expenses will increase in future periods in connection with expenses required to execute Vision 2028.

Sales and marketing expenses decreased by approximately $0.4 million, or 7%, to $4.4 million for the three months ended March 31, 2026 from $4.8 million for the three months ended March 31, 2025, resulting primarily from a decrease of $0.2 million in third-party consultants. We believe our sales and marketing expenses will increase in future periods as we continue to invest in building a scalable sales organization in connection with fulfilling the objectives of Vision 2028.

General and administrative expenses decreased by $7.3 million, or 43%, to $9.6 million for the three months ended March 31, 2026 from $16.9 million for the three months ended March 31, 2025. This was primarily driven by a $7.1 million decrease in legal fees and settlements.

Goodwill Impairment Charge

	Three months ended March 31,		Change	Change
	2026	2025	$	%
	(dollars in thousands)			
Impairment charge	$ -	$ 24,929	$ (24,929)	(100)%

During the three months ended March 31, 2025, we identified certain indicators of impairment, which resulted in a goodwill impairment charge of $24.9 million. No such charges were recorded during the remainder of 2025 or during the three months ended March 31, 2026. See Note 2 - Significant Accounting Policies for additional information.

Other Income

	Three months ended March 31,		Change	Change
	2026	2025	$	%
	(dollars in thousands)			
Interest income	$ 860	$ 1,303	$ (443)	(34)%
Interest expense	(99)	(103)	4	4%
Other (expense) income, net	(75)	13	(88)	(677)%

Interest income decreased by $0.4 million to $0.9 million for the three months ended March 31, 2026, from $1.3 million for the three months ended March 31, 2025. The decrease in interest income is primarily attributable to a lower cash balance on which we are earning interest, and a decrease in interest rates.

Interest expense was flat at $0.1 million for the three months ended March 31, 2026 and 2025 with no significant variances.

Other (expense) income, net decreased by $0.1 million to $(0.1) million for the three months ended March 31, 2026, from $13 thousand for the three months ended March 31, 2025. The decrease in other (expense) income, net is primarily attributable to changes in foreign exchange rates.

Income Taxes

	Three months ended March 31,		Change	Change
	2026	2025	$	%
	(dollars in thousands)			
Loss before income taxes	$ (4,408)	$ (40,076)	$ 35,668	89%
Income tax expense	40	108	(68)	(63)%

We provided a full valuation allowance on our net U.S. federal and state deferred tax assets on March 31, 2026 and 2025.

As of December 31, 2025, we had gross net operating losses of $252.9 million and $246.0 million for federal and state income tax return purposes, respectively. Federal net operating losses can be carried forward indefinitely, while State net operating losses will expire between 2032 and 2045. We also have $0.1 million of R&D credits available that expire in 2039.

The income tax expense is related to the foreign and state taxes offset by a change in the valuation allowance.

Non-GAAP Financial Measures

To supplement the condensed consolidated financial statements, which are prepared and presented in accordance with GAAP, we present EBITDA and Adjusted EBITDA, described below, as non-GAAP measures. We believe the presentation of both GAAP and non-GAAP financial measures provides investors with increased transparency into financial measures used by our management team and improves investors' understanding of our underlying operating performance and their ability to analyze our ongoing operating trends.

All historic non-GAAP financial measures have been reconciled with the most directly comparable GAAP financial measures - these non-GAAP financial measures are not intended to supersede or replace our GAAP results.

We define EBITDA as net income (loss) computed in accordance with GAAP before interest income, net, income tax expense (benefit) and depreciation and amortization.

We define Adjusted EBITDA as EBITDA before expenses related to non-recurring legal matters, stock-based compensation, goodwill impairment, non-recurring warranty provisions, other acquisition expenses, and other expenses caused by non-recurring, or unusual, events that are not indicative of our ongoing business.

Our management uses EBITDA and Adjusted EBITDA to assess our financial and operating performance, and we believe these measures are helpful to management and external users in understanding our performance. EBITDA and Adjusted EBITDA help management identify controllable cash expenses and make decisions designed to help us meet our identified financial and operational goals and to optimize our financial performance, while neutralizing the impact of some expenses included in our operating results caused by external influences over which management has little or no control and by non-recurring, or unusual, events that might otherwise mask trends in our performance. Accordingly, we believe these metrics measure our financial performance based on operational factors that management can impact in the short-term, namely our cost structure and expenses.

We believe that the presentation of EBITDA and Adjusted EBITDA provides information useful to investors in assessing our results of operations. The GAAP measure most directly comparable to EBITDA and Adjusted EBITDA is net income (loss). EBITDA and Adjusted EBITDA are not used as measures of our liquidity and should not be considered alternatives to net income (loss) or any other measure of financial performance presented in accordance with GAAP. Our EBITDA and Adjusted EBITDA may not be comparable to the EBITDA and Adjusted EBITDA of other companies due to the fact that not all companies use the same definitions of EBITDA and Adjusted EBITDA. Accordingly, there can be no assurance that our basis for computing these non-GAAP measures is comparable with that of other companies.

The following table presents a reconciliation of net loss (as determined in accordance with GAAP) to EBITDA and Adjusted EBITDA for each of the periods indicated.

	For the three months ended March 31,	
	2026	2025
	(dollars in thousands)	
Net loss	$ (4,448)	$ (40,184)
Interest income, net	(761)	(1,200)
Income tax expense	40	108
Depreciation and amortization	2,223	1,943
EBITDA	(2,946)	(39,333)
Legal matters[1]	37	5,105
Stock-based compensation	3,057	2,836
Goodwill impairment[2]	-	24,929
Non-recurring warranty provision	-	(150)
Other acquisition expenses	-	52
Other non-operating expenses[3]	226	189
Adjusted EBITDA	$ 374	$ (6,372)

(1) Refer to Note 11 "Commitments and Contingencies."
(2) Refer to Note 2 "Significant Accounting Policies."
(3) During the three months ended March 31, 2026 other non-operating expenses includes capitalized software implementation amortization of $145. During the three months ended March 31, 2025 other non-operating expenses includes severance expense of $169.

Liquidity and Capital Resources

Sources of Liquidity

As of March 31, 2026, we had cash and cash equivalents of $98.8 million, which were held for working capital and general corporate purposes. Our cash equivalents are comprised primarily of money market funds. To date, our principal sources of liquidity have been the net proceeds received as a result of the business combination with SmartRent.com, Inc., and payments collected from sales to our customers.

Debt Issuances

In December 2021, we entered into a $75.0 million senior secured revolving credit facility with a five-year term (the "Senior Revolving Facility"*)*. Interest rates for draws upon the Senior Revolving Facility are determined by whether we elect a secured overnight financing rate loan (“SOFR Loan”) or alternate base rate loan (”ABR Loan”). For SOFR Loans, the interest rate is based upon the forward-looking term rate based on SOFR as published by the CME Group Benchmark Administration Limited ("CBA") plus 0.10%, subject to a floor of 0.00%, plus an applicable margin. For ABR Loans, the interest rate is based upon the highest of (i) the Prime Rate, (ii) the Federal Funds Effective Rate plus 0.50%, or (iii) 3.25%, plus an applicable margin. As of March 31, 2026, the applicable margins for SOFR Loans and ABR Loans under the Senior Revolving Facility were 1.75% and (0.50%), respectively. The Senior Revolving Facility is secured by substantially all of our assets and guaranteed by each of our material domestic subsidiaries.

We believe that our current cash, cash equivalents, available borrowing capacity under the Senior Revolving Facility, and cash raised in the business combination with SmartRent.com, Inc. will be sufficient to fund our operations for at least the next 12 months beyond the issuance date of this Report. Our future capital requirements, however, will depend on many factors, including our sales volume, the expansion of sales and marketing activities, and market adoption of our new and enhanced products and features. We may in the future enter into arrangements to acquire or invest in complementary businesses, services, and technologies, including intellectual property rights. From time to time, we may seek to raise additional funds through equity and debt. If we are unable to raise additional capital when desired and on reasonable terms, our business, results of operations, and financial condition may be adversely affected.

Stock Repurchase Program

In March 2024, the Board authorized a stock repurchase program pursuant to which we may repurchase up to $50 million of our Class A common stock. Repurchases under the program may be made from time to time through open market purchases or through privately negotiated transactions subject to market conditions, applicable legal requirements and other relevant factors. The repurchase program does not obligate us to acquire any particular amount of our Class A common stock and may be suspended at any time at our discretion. The timing and number of shares repurchased will depend on a variety of factors, including the stock price, business and market conditions, corporate and regulatory requirements, alternative investment opportunities, acquisition opportunities, and other factors.

During the three months ended March 31, 2025, we repurchased 1.0 million shares of our Class A common stock under the stock repurchase program at an average price of approximately $1.18 per share for a total of $1.2 million. There was no such activity during the three months ended March 31, 2026.

Cash Flow Summary - Three Months Ended March 31, 2026 and 2025

The following table summarizes our cash flows for the periods presented.

	Three months ended March 31,	
	2026	2025
	(dollars in thousands)	
Net cash (used in) provided by		
Operating activities	$ (4,543)	$ (12,169)
Investing activities	(1,088)	(3,469)
Financing activities	393	(1,505)

Operating Activities

For the three months ended March 31, 2026, our operating activities used $4.5 million in cash resulting primarily from our net loss of $4.4 million and $4.9 million used in changes in our operating assets and liabilities, partially offset by $4.8 million provided by non-cash expenses. Changes in our operating assets and liabilities primarily resulted from a $9.6 million decrease in deferred revenue, a $4.5 million decrease in accounts payable, and a $4.5 million decrease in accrued expenses and other liabilities, partially offset by a $10.8 million decrease in accounts receivable and a $2.5 million decrease in inventory. Non-cash expenses consisted primarily of $3.1 million of stock compensation and $2.2 million of depreciation and amortization.

For the three months ended March 31, 2025, our operating activities used $12.2 million in cash resulting primarily from our net loss of $40.2 million and $2.6 million used in changes in our operating assets and liabilities, partially offset by approximately $30.6 million provided by non-cash expenses. Changes in our operating assets and liabilities primarily resulted from a $16.1 million decrease in deferred revenue and a $2.6 million decrease in accrued expenses and other liabilities, partially offset by a $9.4 million decrease in accounts receivable, a $2.8 million decrease in deferred cost of revenue, a $2.5 million increase in accounts payable and a $1.9 decrease in inventory. Non-cash expenses consisted primarily of a $24.9 million goodwill impairment - refer to Note 2 Significant Accounting Policies, $2.8 million of stock compensation and $1.9 million of depreciation and amortization.

Investing Activities

For the three months ended March 31, 2026, we used $1.1 million of cash for investing activities, primarily related to cash paid of $1.1 million for capitalized software development costs.

For the three months ended March 31, 2025, we used $3.5 million of cash for investing activities, resulting primarily from cash paid of $2.2 million for the purchase of property and equipment (primarily tenant improvements for which reimbursement was received during the quarter ended June 30, 2025) and $1.3 million for capitalized internal-use software development costs.

Financing Activities

For the three months ended March 31, 2026, our financing activities provided $0.4 million of cash, resulting primarily from $0.9 million of proceeds from options exercised, partially offset by $0.6 million used for taxes paid related to net share settlements of stock-based compensation awards.

For the three months ended March 31, 2025, our financing activities used $1.5 million of cash, resulting primarily from $1.2 million used for repurchases of Class A common stock, and $0.5 million used for taxes paid related to net share settlements of stock-based compensation awards.

Off-Balance Sheet Arrangements

We did not have any off-balance sheet arrangements as of March 31, 2026.

Critical Accounting Estimates

We prepare our condensed consolidated financial statements in accordance with GAAP. The preparation of these condensed consolidated financial statements requires us to make estimates, assumptions and judgments that can significantly impact the amounts we report as assets, liabilities, revenue, costs and expenses and the related disclosures. We base our estimates on historical experience and other assumptions that we believe are reasonable under the circumstances. Our actual results could differ significantly from these estimates under different assumptions and conditions. We believe that the accounting policies discussed below are critical to understanding our historical and future performance as these policies involve a greater degree of judgment and complexity.

Revenue Recognition

We derive revenue primarily from sales of systems that consist of hardware devices, professional installation services and Hosted Services to assist property owners and property managers with visibility and control over assets, while providing all-in-one home control offerings for residents. Revenue is recognized when control of these products and services are transferred to the customer in an amount that reflects the consideration we expect to be entitled to receive in exchange for those products and services.

Payments we receive by check or automated clearing house payments, and payment terms are determined by individual contracts and range from due upon receipt to net 30 days. Taxes collected from customers and remitted to governmental authorities are not included in reported revenue. Payments received from customers in advance of revenue recognition are reported as deferred revenue.

We apply the practical expedient that allows for inclusion of the future auto-renewals in the initial measurement of the transaction price. We only apply these steps when it is probable that we will collect the consideration to which we are entitled in exchange for the goods or services it transfers to a customer.

Accounting for contracts recognized over time involves the use of various estimates of total contract revenue and costs. Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation may be revised in the future as we observe the economic performance of our contracts. Changes in job performance, job conditions and estimated profitability may result in revision to our estimates of revenue and costs and are recognized in the period in which the revision is identified.

We may enter into contracts that contain multiple distinct performance obligations including hardware and Hosted Services. The hardware performance obligation includes the delivery of hardware, and the Hosted Services performance obligation allows the customer use of our software during the contracted-use term. The subscription for the software and certain Hub Devices combine as one performance obligation, and there is no support or ongoing subscription for other device hardware. We partner with several manufacturers to offer a range of compatible hardware options for our customers. We maintain control of the hardware purchased from manufacturers prior to it being transferred to the customer, and accordingly, SmartRent is considered the principal in these arrangements.

For each performance obligation identified, we estimate the standalone selling price, which represents the price at which we would sell the good or service separately. If the standalone selling price is not observable through past transactions, we estimate the standalone selling price, considering available information such as market conditions, historical pricing data, and internal pricing guidelines related to the performance obligations. We then allocate the transaction price among those obligations based on the estimation of the standalone selling price.

Goodwill

Goodwill represents the excess of cost over net assets of our completed business combinations. We test for potential impairment of goodwill on an annual basis as of September 30 to determine if the carrying value is less than the fair value. We conduct additional tests between annual tests if there are indications of potential goodwill impairment. During the three months ended March 31, 2025, we experienced a sustained decline in stock price, resulting in a significant decrease in market capitalization. As a result, we conducted an interim impairment test utilizing the qualitative approach and determined that impairment was more likely than not. As a result, we then performed an interim quantitative impairment test which resulted in an indication of impairment.

The fair value of the reporting unit used in this impairment test was determined using a combination of an income approach and market-based approach. The mix between the two approaches requires significant judgement. As a result of these tests, we recorded a goodwill impairment charge of $24.9 million during the three months ended March 31, 2025.

The significant assumptions used in determining the fair value of the reporting unit under the income approach primarily relate to revenue growth rate, forecasted EBITDA and the selected discount rate used in the discounted cash flow model. The significant assumptions used in the market-based approach primarily relate to the forecasted EBITDA margin, the selected control premium, and selected revenue and EBITDA multiples, which require significant judgement.

To the extent that inputs and assumptions used in the analysis change, such as an increased discount rate, updated cash flow projections, or decreases to Guideline companies' multiples, additional impairment charges may be recorded in the future. In addition, a further decrease in our common stock share price and market capitalization could be an indicator of a decrease in the fair value of our equity.

As noted above, the estimates and assumptions regarding expected future cash flows, discount rates, and revenue and EBITDA multiples require considerable judgment and are based on market conditions, financial forecasts, industry trends, and historical experience. These estimates have inherent uncertainties as they may be based on varying assumptions which could lead to materially different results. Our goodwill balance was $92.3 million as of March 31, 2026 and December 31, 2025.

Inventory Valuation

Inventories are stated at the lower of cost or estimated net realizable value. Cost is computed under the first-in, first-out method. We adjust the inventory balance based on anticipated obsolescence, usage, and historical write-offs. Significant judgment is used in establishing our forecasts of future demand and obsolete material exposures. We consider marketability and product life cycle stage, product development plans, demand forecasts, historical revenue, and assumptions about future demand and market conditions in establishing our estimates. If the actual product demand is significantly lower than forecast, which may be caused by factors within and outside of our control, or if there were a higher incidence of inventory obsolescence because of rapidly changing technology and our customer requirements, we may be required to increase our inventory adjustment. A change in our estimates could have a significant impact on the value of our inventory and our results of operations.

Stock-Based Compensation

Our stock-based compensation relates to stock options and restricted stock units ("RSUs") granted to our employees and directors. Stock-based awards are measured based on the grant date fair value. We estimate the fair value of stock option awards on the grant date using the Black-Scholes option-pricing model. The fair value of RSUs is based on the grant date fair value of the stock price. The fair value of these awards is recognized as compensation expense on a straight-line basis over the requisite service period in which the awards are expected to vest. Forfeitures are recognized as they occur by reversing previously recognized compensation expense.

The Black-Scholes model considers several variables and assumptions in estimating the fair value of stock-based awards. These variables include the per share fair value of the underlying common stock, exercise price, expected term, risk-free interest rate, expected annual dividend yield, the expected stock price volatility over the expected term and forfeitures, which are recognized as they occur.

The grant date fair value is also utilized with respect to RSUs which vest based on performance and time based service conditions. For RSUs with a performance condition as well as a time-based service condition, compensation expense is recognized over the service period based on the number of awards that the Company believes is probable to vest.

Emerging Growth Company Status

Section 102(b)(1) of the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act") exempts "emerging growth companies" as defined in Section 2(A) of the Securities Act of 1933, as amended, from being required to comply with new or revised financial accounting standards until private companies are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can choose not to take advantage of the extended transition period and comply with the requirements that apply to non-emerging growth companies, and any such election to not take advantage of the extended transition period is irrevocable. We are an "emerging growth company" and have elected to take advantage of the benefits of this extended transition period.

We will use this extended transition period for complying with new or revised accounting standards that have different effective dates for public business entities and non-public business entities until the earlier of the date we (a) are no longer an emerging growth company or (b) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. The extended transition period exemptions afforded by our emerging growth company status may make it difficult or impossible to compare our financial results with the financial results of another public company that is either not an emerging growth company or is an emerging growth company that has chosen not to take advantage of this exemption because of the potential differences in accounting standards used.

We will remain an “emerging growth company” under the JOBS Act until the earliest of (a) the first fiscal year following the fifth anniversary of the initial public offering by FWAA, which closed on February 9, 2021, (b) the last date of our fiscal year in which we have total annual gross revenue of at least $1.235 billion, (c) the last date of our fiscal year in which we are deemed to be a “large accelerated filer” under the rules of the SEC with at least $700.0 million of outstanding securities held by non-affiliates or (d) the date on which we have issued more than $1.0 billion in non- convertible debt securities during the previous three years.

Recent Accounting Pronouncements

See Note 2, “Significant Accounting Policies” - Recent Accounting Guidance for more information.

Item 3 - Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risks in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial condition due to adverse changes in financial market prices and rates. Our market risk exposure is primarily the result of fluctuations in interest rates and foreign currency exchange rates.

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

Interest Rate Fluctuation Risk

As of March 31, 2026, we had cash and cash equivalents of approximately $98.8 million, which consisted primarily of institutional money market funds, which carries a degree of interest rate risk. A hypothetical 10% change in interest rates would increase our annual interest income by $9.9 million, or decrease our annual interest income by $0.9 million, based on our cash position as of March 31, 2026.

Foreign Currency Exchange Rate Risk

Our results of operations and cash flows are subject to fluctuations due to changes in foreign currency exchange rates. Substantially all of our revenue is generated in U.S. dollars. Our expenses are generally denominated in the currencies of the jurisdictions in which we conduct our operations, which are primarily in the United States and to a lesser extent in Croatia and other international markets. Our results of operations and cash flows are, therefore, subject to fluctuations due to changes in foreign currency exchange rates and may be adversely affected in the future due to changes in foreign currency exchange rates. The effect of a hypothetical 10% change in foreign currency exchange rates applicable to our business would not have a material impact on our historical consolidated financial statements. To date, we have not engaged in any hedging strategies. As our international operations grow, we will continue to reassess our approach to manage our risk relating to fluctuations in currency rates.

Item 4 - Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our President and Chief Executive Officer and Chief Financial Officer evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this Report. Based on such evaluation, our President and Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of March 31, 2026, at the reasonable assurance level to ensure that the information required to be disclosed by us in this Report was (i) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and regulations and (ii) accumulated and communicated to our management, including our President and Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure.

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) that occurred during the three months ended March 31, 2026, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. Other Information

Item 1 - Legal Proceedings

From time to time, we are subject to various claims, charges and litigation matters that arise in the ordinary course of business. We believe these actions are a normal incident of the nature and kind of business in which we are engaged. While it is not feasible to predict the outcome of these matters with certainty, we do not believe that any asserted or unasserted legal claims or proceedings, individually or in the aggregate, will have a material adverse effect on our business, financial condition, results of operations or prospects. See Note 11 - Commitments and Contingencies for additional information.

Item 1A - Risk Factors

We are subject to various risks and uncertainties in the course of our business. For a discussion of risks and uncertainties relating to our business, please see the section titled "Risk Factors" in our Annual Report on Form 10-K filed with the SEC on March 4, 2026. There have been no material changes from the risk factors disclosed therein. We may disclose changes to such risk factors or disclose additional risk factors from time to time in our future SEC filings.

Item 2 – Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3 – Defaults Upon Senior Securities

None.

Item 4 – Mine Safety Disclosures

Not Applicable.

Item 5 – Other Information

Securities Trading Plans of Directors and Executive Officers

During the three months ended March 31, 2026, none of our directors or executive officers adopted, modified or terminated any “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement” (each as defined in Item 408 of Regulation S-K).

Item 6 - Exhibits

The following exhibits are filed as part of, or incorporated by reference into, this Quarterly Report on Form 10-Q.

		Incorporated by Reference		
Exhibit	**Exhibit Description**	**Form**	**Exhibit**	**Filing Date**
3.1	Third Amended and Restated Certificate of Incorporation.	8-K	3.1	August 30, 2021
3.2	Amended and Restated Bylaws.	8-K	3.1	November 17, 2025
10.1†	Amended and Restated Employment Agreement, dated as of April 22, 2026, by and between SmartRent, Inc. and Natalie Cariola.			Filed herewith
31.1	Certification of Principal Executive Officer as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.			Filed herewith
31.2	Certification of Principal Financial Officer as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.			Filed herewith
32.1	Certification of Principal Executive Officer as adopted pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.			Filed herewith
32.2	Certification of Principal Financial Officer as adopted pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.			Filed herewith
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	Inline XBRL Taxonomy Extension Schema with Embedded Linkbase Documents.			
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101			

* The certifications attached as Exhibit 32.1 and 32.2 that accompany this Report are deemed furnished and not filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filing of SmartRent, 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 this Report, irrespective of any general incorporation language contained in such filing.

† Indicates a management contract or any compensatory plan, contract or arrangement.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Quarterly Report on Form 10-Q to be signed on its behalf by the undersigned, thereunto duly authorized, on this 6th day of May 2026.

SmartRent, Inc.

By: /s/ Frank Martell

Frank Martell
President and Chief Executive Officer
(Principal Executive Officer)

By: /s/ Daryl Stemm

Daryl Stemm
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 10.1

April 22, 2026

Natalie Cariola
Chief Revenue Officer
[Address redacted]

Subject: Updated Employment Agreement

Dear Natalie,

The following, when signed by you, shall constitute our agreement with respect to your employment with SmartRent Technologies, Inc. ("Company").

1. **Employment.** Subject to the terms set forth herein, Company is offering you employment as Chief Revenue Officer , and, by signing below, you hereby accept such employment, subject to the terms and conditions of this Agreement, and contingent upon your agreement to and execution of Company's Employee Confidential Information and Inventions Agreement, which is attached to this Agreement as Exhibit A.

2. **Duties.** During your employment: (a) you shall report to the Chief Executive Officer or his designee, and you shall use your best efforts to perform all duties required of you in furtherance of your position or assigned to you by Company in furtherance of Company's (and its Affiliates') business, which are commensurate with your position; (b) you shall diligently and faithfully devote your entire working time, energy and skill to the promotion of Company's (and its Affiliates') business interests and to the performance of your duties under this Agreement; (c) you shall conduct yourself at all times so as to advance the best interests of Company and shall not undertake or engage in any other business affiliations which conflict with your duties or the interests of Company (or its Affiliates) or interfere with the performance of your services hereunder; and (d) you shall be governed by and be subject to all applicable Company and Affiliate rules and regulations applicable to employees generally, and to employees at your organizational level. In this Agreement, ***"Affiliates"*** shall mean SmartRent, Inc. and its direct and indirect subsidiaries. You will have such responsibilities are customarily performed by a Chief Revenue Officer of companies similarly situated to Company, as may be modified by Company. You understand and agree that your duties as Chief Revenue Officer are of a special, unique and extraordinary character, which gives them special and peculiar value to the Company. During your employment, upon request, you shall serve as an officer of and perform services for one or more Affiliates of Company, and it is understood that such service shall be without further compensation than is provided for in this Agreement. However, Company agrees that in the event the duties required for any Affiliate shall result in a material increase in the scope of work contemplated by this Agreement, Company shall review your base salary and bonus. Your principal place of employment will be at Company's headquarters, in Scottsdale, Arizona. You will be required to travel as reasonably necessary for the performance of your duties.

3. **Term of Employment.**

A. *At-Will Employment*. The nature of the employment relationship between you and the Company is AT-WILL and may be terminated at any time by either you or the Company upon notice to the other, for any or no reason, with or without cause. Further, the Company can demote, transfer, suspend or otherwise discipline you in its sole discretion. Nothing contained in this Agreement, or in any written or unwritten policies of the Company, including the Company's employee handbook, shall be construed to create any other term of employment or a requirement of cause for termination, demotion, or transfer.

B. *Term*. The entire period of your employment shall be referred to herein as the ***"Term."***

4. **Compensation.**

A. *Compensation*. You shall receive annual base compensation of $375,000.00, less applicable withholdings and taxes (the ***"Base Salary"),*** payable in accordance with Company's regular payroll practices (currently, semi-monthly installments). Any increase to your annual Base Salary shall be made, in Company's sole discretion, based on an annual performance review and other financial considerations.

B. *Bonus*. For each year of your initial Term, you will be eligible to earn an annual target bonus equal to 70% of Base Salary (the "***Target Bonus***"). The actual bonus amount that you earn shall be based on your performance and on the financial results of Company and shall be determined by Company in its sole discretion. You will be required to remain employed with Company in good standing through the end of the bonus earning period before any bonus is earned. Your annual bonus, to the extent earned, shall be paid concurrently with the payment of earned bonuses to other senior executives of Company generally, but in no event later than March 15th of the year following the fiscal year for which your annual bonus is earned. The annual Target Bonus for subsequent years, if any, will be determined by Company before the end of the first quarter of such year.

C. *Benefits*. While you are employed hereunder, you shall be entitled to all standard Company benefits generally accorded to full time senior level employees of Company from time to time, including, but not limited to, group medical health and accident, group insurance and similar benefits, subject to the terms and conditions of the applicable policy, plan or program. Company reserves the right to prospectively amend or terminate any such policy, plan or program, at any time, at its discretion. You are also eligible to participate in Company's 401K plan to the extent such plan is in existence and you meet the requirements for eligibility.

5. **Exclusivity.** During your employment, Company is entitled to your undivided loyalty, and you may not transfer your loyalty to a competitor. This duty of loyalty is breached if you act against the best interests of Company. Accordingly, while employed by Company, you shall not compete with Company, or engage in or participate in any business that is in competition in any manner whatsoever with Company, in any capacity. Your employment with Company shall be full-time and exclusive, and unless approved by Company in its sole discretion, you will not render any services for other individuals or entities, or for your own account that are inconsistent with your duties under this Agreement. To the extent such activities do not interfere or conflict with the business of Company and its Affiliates, or the performance of your duties hereunder, you shall not be precluded from, on occasion, rendering services to charitable organizations.

6. **Exclusive Property.** You agree that all Company-related customers and other business procured by you in the course and scope of your employment with Company, and all Company-related business opportunities and plans made known to you, while employed by Company, are and shall remain the permanent and exclusive property of Company.

7. **Travel and Entertainment Expenses.** Company shall pay or reimburse you for reasonable business expenses actually incurred or paid by you in the performance of your authorized services hereunder, in accordance with Company's Business Expense Reimbursement policy, and upon presentation of satisfactory documentation (e.g., expense statements or vouchers or such other supporting information) as Company may customarily require.

8. **Confidentiality.**

A. Other than in good faith in connection with and furtherance of your authorized duties hereunder, you shall not at any time disclose or use any information relative to the activities of Company or its Affiliates, or cause or allow others to use or disclose such information, which is of a secret or confidential nature, including without limitation, business plans, financial information, contracts, contract proposals and negotiations, plan developments, customers and suppliers, administrative procedures, and dealings with any contractual person or party or other third party (collectively, ***"Proprietary Information").*** You will at all times maintain the confidentiality of the Proprietary Information. However, nothing in this Agreement is intended to prohibit you from making statements that are truthful in any legal proceeding, or as otherwise required by law, or from discussing Proprietary Information, confidentially, with your legal advisor or accountant, for the limited purpose of obtaining legal or financial advice. Additionally, nothing in this Agreement (including its definition of Proprietary Information) or in any other agreement with the Company (or its Affiliates) is intended to prevent you from doing any of the following in relation to a violation or an alleged violation of Arizona Revised Statutes Title 13, Chapter 14 or 35: (1) responding to a peace officer's or a prosecutor's inquiry, or (2) making a statement not initiated by me in a criminal proceeding.

B. You understand that the obligation of confidentiality, as summarized above and further detailed in the Employee Confidential Information and Inventions Agreement entered concurrently with this Agreement, is an essential and material term of this Agreement, and without your promise of confidentiality, this Agreement would not be entered. You understand that as a condition of this offer and of your continued employment with Company, you must enter into and at all times abide by the Employee Confidential Information and Inventions Agreement provided with this Agreement.

9. **Termination.**

A. *Death*. If your employment shall terminate due to your death, you (or your estate) shall be paid, in lieu of all other payments hereunder, the following: (1) accrued and unpaid Base Salary through the date of termination; (2) earned and unpaid bonus, if any; (3) all other payments and benefits you may be entitled to receive under the terms of any applicable employee benefit plan or program of Company in which you participate, if any, and any earned, unused vacation pay that has accrued to that date and is payable under Company's standard policies or under and in accordance with the terms of such employee benefit plan; and (4) reimbursement for all actual and previously unreimbursed out-of-pocket business expenses properly incurred to the date of termination in accordance with Company's standard business expense reimbursement policies (collectively, the ***"Accrued Amounts").*** The Accrued Amounts shall be paid to your surviving spouse, if any, or otherwise to your estate, in a single lump sum payment within thirty (30) days of your death, or, if otherwise provided in an applicable employee benefit plan, in accordance with the time and form of payment provisions of such plan, in accordance with applicable law.

B. *Disability*. If you are prevented from performing your duties as called for by this Agreement because of physical or mental incapacity or other disability (a *"**Disability**")* after you have been provided all legally required leaves of absence and reasonable accommodations, then Company shall have the right to terminate your employment and shall give written notice to you regarding same. It is contemplated that such termination would generally occur if you are unable to work for more than a continuous period of twelve (12) weeks, or for shorter periods aggregating more than ninety (90) days in any consecutive twelve (12) month period. If your employment shall

terminate due to your Disability, you shall be paid, in lieu of all other payments hereunder, the Accrued Amounts. Except as otherwise provided in Paragraph 9(A), the Accrued Amounts shall be paid to you in a single lump sum payment on the date of termination or, if otherwise provided in an applicable employee benefit plan, .in accordance with the time and form of payment provisions of such plan, as permitted by law.

C. *Qualifying Termination*.

i. Qualifying Termination within a Change in Control Period. In the event of a Qualifying Termination within the period beginning three (3) months prior to and ending twelve (12) months following a Change in Control (the "***Change in Control Period***"), you shall receive the Accrued Amounts on the date of termination or, if otherwise provided in an applicable employee benefit plan, in accordance with the time and form of payment provisions of such plan, as permitted by law, and, in addition, subject to the Severance Conditions below, Company shall provide to you: **(1)** a severance payment equal to twelve (12) months of your Base Salary as of the termination date and 100% of your Target Bonus (the ***"CIC Severance Payment"),*** divided and paid in equal installments over a period of twelve (12) months in accordance with Company's regular payroll practices starting on the first regular payday occurring after the effective date of the Release (as defined below), but in any event no later than ninety (90) days following the termination date, except that if such ninety (90) day period spans two (2) calendar years, then payment of any portion of the CIC Severance Payment which constitutes deferred compensation subject to Code Section 409A (as defined below) shall in any event begin in the second such calendar year; **(2)** an amount sufficient to reimburse you for the premiums required to continue employee's group health care coverage for a period of twelve (12) months under the application provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ***("COBRA"),*** provided that you elect to continue and remain eligible for these benefits under COBRA, and do not obtain health coverage through another employer during this period, and provided further that you are in full compliance with your obligations under the Release; and **(3)** your annual bonus (if any) for the year prior to the year of termination to the extent earned based on actual achievement of the applicable performance goals but not paid as of the date of termination (without the exercise of discretion as to your individual performance but with the exercise of discretion as to Company and/or business unit performance if applied to substantially all other senior executives), to be paid at the same time as bonuses are paid for that period to other eligible Company executives (the **"*Prior Year Bonus")*** and a prorated annual bonus for the year of termination based on the portion of the year completed prior to termination and actual Company performance for the year of termination (without the exercise of discretion as to your performance), to be paid at the same time as bonuses are paid for that period to other eligible Company executives (the ***"Prorated Bonus")***; and **(4)** immediate vesting of equity grants made to you pursuant to the SmartRent.com, Inc. 2018 Stock Plan and SmartRent, Inc. 2021 Equity Incentive Plan or any successor plan (collectively, the ***"Plans")*** (collectively, the ***"CIC Severance Benefits").***

ii. Qualifying Termination outside of a Change in Control Period. In the event of a Qualifying Termination outside of a Change in Control Period, you shall receive the Accrued Amounts on the date of termination or, if otherwise provided in an applicable employee benefit plan, in accordance with the time and form of payment provisions of such plan, as permitted by law, and, in addition, subject to the Severance Conditions below, Company shall provide to you: **(1)** a severance payment equal to twelve (12) months of your Base Salary as of the termination date (the ***"Severance Payment"),*** divided and paid in equal installments over a period of twelve (12) months in accordance with Company's regular payroll practices starting on the first regular payday occurring after the effective date of the Release (as defined below), but in any event no later than ninety (90) days following the termination date, except that if such ninety (90) day period spans two (2) calendar years, then payment of any portion of the Severance Payment which constitutes deferred compensation subject to Code Section 409A (as defined below) shall in any event begin in the second such calendar year; **(2)** an amount

sufficient to reimburse you for the premiums required to continue employee's group health care coverage for a period of twelve (12) months under the application provisions of the COBRA**,** provided that you elect to continue and remain eligible for these benefits under COBRA, and do not obtain health coverage through another employer during this period, and provided further that you are in full compliance with your obligations under the Release; and **(3)** your Prior Year Bonus and Prorated Bonus (collectively, the ***"Severance Benefits").***

Company's obligation to provide you with either the Severance Benefits or CIC Severance Benefits, shall be conditioned on your satisfaction of the following (the ***"Severance Conditions"):*** (1) you must first sign, and allow to become effective, Company's Confidential Separation Agreement, which shall include a full general release in a form acceptable to Company, releasing all claims, known or unknown, that you may have against Company arising out of or any way related to your employment or termination of employment with Company (the ***"Release"),*** and the Release must become effective in accordance with its terms on or before the sixtieth (60th) day following the date of termination; and (2) on or before the effective date of the Release you must have (i) reconfirmed your agreement to abide by all of the surviving provisions of the Employee Confidential Information and Inventions Agreement; (ii) agreed to cooperate in the transition of your employment; and (iii) agreed not to make any voluntary statements, written or oral, or cause or encourage others to make any such statements that defame, disparage, or in any way criticize the personal and/or business reputations, practices, or conduct of the Company or any of the Affiliates. All other Company obligations to you will be automatically terminated and completely extinguished.

D.*Termination for Cause*. Company shall have the right at any time, upon written notice to you, to terminate your employment immediately for Cause. If Company terminates your employment for Cause, you shall have no right to receive any further compensation other than the Accrued Amounts. In the event that Company terminates your employment for Cause, Company shall pay you your Accrued Amounts on the date of termination or, if otherwise provided in an applicable employee benefit plan, in accordance with the time and form of payment provisions of such plan, as permitted by law.

E.*Your Resignation*. If you resign your employment without Good Reason, Company shall pay you your Accrued Amounts on the date of termination or, if otherwise provided in an applicable employee benefit plan, in accordance with the time and form of payment provisions of such plan, as permitted by law. All other Company obligations to you will be automatically terminated and completely extinguished.

As used herein, ***"Cause"*** shall have the meaning ascribed to that term in the SmartRent, Inc. 2021 Equity Incentive Plan.

As used herein, ***"Change in Control"*** shall have the meaning ascribed to that term in the SmartRent, Inc. 2021 Equity Incentive Plan.

As used herein, ***"Good Reason"*** shall mean, without your written consent, (a) the material diminution or variation of any of your material duties or responsibilities or the engagement by Company of unlawful employment practices with respect to you, in each case, without the same being corrected within thirty (30) days after being given written notice thereof by the you, (b) a material reduction in the your Base Salary, or (c) a breach by the Company of this Agreement without the same being corrected within thirty (30) days after being given written notice thereof by you.

As used herein, "***Qualifying Termination***" means the termination of your employment by the Company without Cause or by you with Good Reason. For the avoidance of doubt, termination due to your death or Disability will not constitute a Qualifying Termination.

F. *No Further Obligations*. The amounts and benefits provided for in this Section 9 shall be in lieu of any termination or severance payments or benefits for which you may be eligible or entitled, now or in the future, under any of the plans, policies, or programs of Company or any of its subsidiaries or Affiliates. In addition, the amounts and benefits provided for in this Section 9 shall be inclusive of all statutory severance payable or otherwise provided to you in relation to your employment by Company and the termination of your employment under this Agreement and compensation for all required notice periods. Except as otherwise expressly set forth in this Section 9, from and after the date of such termination, you shall (i) have no right to receive any further compensation (including Base Salary or Bonus) hereunder, and, (ii) except to the extent required by law, cease to be covered under or be permitted to actively participate in any benefits plans or programs.

G. *Resignation from Officer and Director Positions*. If your employment with Company terminates for any reason, you shall be deemed to have resigned at that time from any and all positions that you may have held with Company or any of its Affiliates, as designated by Company, or any other positions that you held on behalf of Company. If, for any reason, this Section 9G is deemed insufficient to effectuate such resignation, following a reasonable opportunity to review, you hereby authorize Company to execute any documents or instruments consistent herewith which Company may deem necessary or desirable to effectuate such resignation or resignations, and to act as your attorney-in fact. The company will provide you with a copy of such documents.

10. **Restrictive Covenants.**

A. *Non-Competition with the Company*. You covenant and agree that during your employment and the Restricted Period, you shall not, directly or indirectly, enter into or engage in the ownership, management, operation or control of, or act as a consultant, advisor, employee or contractor for, any person, company, or entity engaged in competition with the Business of the Company (except for ownership of less than 5% of the stock of a publicly traded entity). You understand and acknowledge the following: the Company operates on a national and multi-state basis, serving customers throughout the United States; the Company's products and services are digital in nature and are developed, distributed, marketed, and supported without geographic limitation; your role shall provide you with access to confidential, proprietary, and trade secret information that has value across all U.S. markets; your role shall provide you with access to customers on a nationwide basis; the Company competes with other technology companies on a nationwide basis; and the Company's interests in customer relationships, goodwill, and confidential information would not be adequately protected by anything less than a nationwide restriction. As a result, this geographic area of this restriction shall be the United States. You are only restricted from working or performing services on your own behalf or for another entity where (1) you have or will perform the same or similar type of work or service, or offer the same or similar products or services, in competition with the Business of the Company that you performed or offered for the Company (or its Affiliates) during your employment or the last year of your employment with the Company (or its Affiliates), whichever is shorter; or (2) you acquired Proprietary Information from the Company regarding the same or similar products or services during your employment or the last year of your employment with the Company (or its Affiliates), whichever is shorter, that you will promote, offer or sell on your own behalf in competition with the Business of the Company or on behalf of another entity that competes with the Business of the Company. The term ***"Business of the Company"*** shall mean the development or sale of smart home automation hardware or software for use in multifamily properties, including any business conducted by Consumer 2.0, Inc. (dba Rently), Elise AI Technologies Corp., 1Valet Corp., Latch, Inc. (now DOOR), or their respective affiliates. The term "***Restricted Period***" shall mean the 12-month period following the termination of your employment with the Company, whether voluntary or involuntary; provided, however, that if a court of competent jurisdiction determines that such period is unenforceable, the length of the

Restricted Period shall be nine months following the termination of your employment with the Company, whether voluntary or involuntary; provided, however, that if a court of competent jurisdiction determines that such period is unenforceable, the length of the Restricted Period shall be six months following the termination of your employment with the Company , whether voluntary or involuntary.

B. *Non-Solicitation of Customers*. During your employment with the Company and for a period of twelve (12) months following your separation from the Company for whatever reason, you shall not, without the Company's consent, directly or indirectly, contact, solicit, accept solicited business from any Customer in competition with any products or services that are within the scope of the Business of the Company that the Company (or its Affiliates for which you performed services) provided or offered during the two (2) years prior to your separation of employment with the Company. The term ***"Customer"*** shall mean any person, company, or entity with whom you had Material Contact and to whom, during the last year of your employment, the Company (or its Affiliates) either (i) sold or provided any products or services to or (ii) was actively soliciting for the purchase of products or services. You will be deemed to have had ***"Material Contact'*** with a Customer if during your employment or the last year of your employment with the Company (or its Affiliates), whichever is shorter, you (i) directly interacted with such Customer for the purpose of entering into, continuing, or servicing a relationship involving the sale of products or services by the Company; (ii) supervised an employee who interacted with such Customer for the purpose of entering into, continuing, or servicing a relationship involving the sale of products or services by the Company; or (iii) obtained or received non-public information related specifically to the Company's (or its Affiliates') business or prospective business with such Customer. This restriction is not intended to prohibit you from offering similar services or products to persons, companies, or entities that are not Customers.

C. *Non-Solicitation of Employees*. During your employment with the Company and for twelve (12) months following your separation from the Company for whatever reason, you shall not on your own behalf or on behalf of any other person or entity, directly or indirectly, solicit for employment or hire or assist in the solicitation or hiring of any employee who works for or is affiliated with the Company (or its Affiliates for which you performed services) and during your employment or the last year of your employment with the Company, whichever is shorter, either (i) reported, directly or indirectly, to you, (ii) worked with you on any Company- or Affiliate-related project, product, or service, or (iii) worked for or with the same Customer(s) as you. This restriction includes but is not limited to: (a) providing to any such prospective employer with the identities of any of the Company's employees; or (b) assisting any of the Company's (or its Affiliates') employees in obtaining employment with your new employer through dissemination of resumes or otherwise.

D. *Review; Injunctive Relief; and Amendment*.

i. The Company shall at all times maintain the right to seek enforcement of these provisions whether or not the Company has previously refrained from seeking enforcement of any provision herein or against any other individual who has signed an agreement with similar provisions.

ii. You acknowledge and agree that the covenants contained herein are intended to ensure that the Company, its Affiliates, and their respective businesses are not adversely affected by your acting in a manner contrary to this Agreement and thereby damaging the results, prospects, and goodwill associated with the business (both present and future) of the Company and/or any of its Affiliates; that a breach of any section of this Agreement will cause serious harm to the Company and/or any of its Affiliates; and that all of the covenants and restrictions contained herein

are reasonable and valid and all defenses to the enforcement thereof are hereby expressly waived.

iii. You acknowledge that because of the difficulty of measuring economic losses to the Company as a result of a breach or threatened breach of any of the foregoing covenants, and because of the immediate and irreparable damage that would be caused to the Company and for which monetary damages would not be a sufficient remedy and would not be fully or adequately compensated by recovery of damages alone, it is hereby agreed that in addition to all other remedies and damages that may be available to the Company hereunder and at law or inequity, the Company and shall be entitled to specific performance and any injunctive or other equitable relief as a remedy for any such breach.

iv. You understand the nature of the burdens imposed by the covenants in this Agreement. You acknowledge that you are entering into the Agreement on your own volition, and that you have been given the opportunity to have this Agreement reviewed by your legal counsel. You represent that upon careful review, you know of no reason why any covenant contained in this Agreement is not reasonable and enforceable and is necessary and reasonable to protect the interests of the Company and/or any of its Affiliates. You further acknowledge and agree that the restrictions and limitations imposed by this Agreement will not prevent you from earning a meaningful livelihood.

v. The restrictive covenants set forth in this Section 10 are of the essence of this Agreement and they shall be construed as agreements independent of (i) any other agreements or (ii) any other provision in this Agreement. The existence of any claim or cause of action of you against the Company, whether predicated on this Agreement or otherwise, regardless of who was at fault and regardless of any claims that either you or the Company may have against the other, will not constitute a defense to the enforcement by the Company against you of the restrictive covenants. The Company shall not be barred from enforcing the restrictive covenants set forth in this Section 10 by reason of any breach of (i) any other part of this agreement or (ii) any other agreement with you.

vi. If any of the restrictive covenants set forth in this Section 10 are held by a court of competent jurisdiction to be invalid or unenforceable as currently drafted, the Company and you request and authorize that court to modify any such provision by limiting and reducing it so as to be enforceable to the maximum extent compatible with applicable law.

vii. You and the Company agree and request that, if a court of competent jurisdiction rules that you breached a restrictive covenant contained in this Agreement, the court include in its order that the portion of the restricted time period during which you were in breach of the restrictive covenant be added to the remaining restricted period (if any) and that the extended restricted time period resume as of the date of the court's order.

11. **Notices.**

All notices and other communications required by this Agreement must be in writing, given by hand delivery, nationally recognized overnight courier, facsimile (with electronic confirmation of receipt and a copy sent by nationally recognized overnight courier) or registered or certified mail, postage prepaid, return receipt requested. Notices shall be sent to the following addresses (or such other address as a party may specify by like notice):

If to you, at the address set forth above, with a copy to your attorney: [INSERT ADDRESS OF ATTORNEY]

If to Company:
SmartRent Technologies, Inc.
Attn: Legal
6881 E. Mayo Blvd, 4th Floor
Phoenix, Arizona 85054
Copy to: [redacted]

Notice shall be deemed given and delivered: (i) if delivered by hand or by facsimile, on the date delivered; (ii) if delivered by nationally-recognized overnight courier, one business day after entrusted to such courier service; or (iii) if delivered by registered or certified U.S. mail, five business days after entrusted to the U.S. postal service. As used herein, the term ***"business day"*** shall mean any day that is not a Saturday, Sunday, or a legal holiday in the State of Arizona.

12. **Representations.**

You hereby represent and warrant that you are free to enter into and perform your duties under this Agreement, without any contractual restrictions with respect to any prior employers, entities, or otherwise, and that you will not use any confidential information of any prior employers or entities in performing your responsibilities hereunder.

Company hereby represents and warrants that it has full power and authority to enter into this Agreement and all corporate acts and other proceedings required to be taken by Company to authorize the execution, delivery, and performance of this Agreement have been duly taken.

13. **Section 409A.**

A. The intent of the parties is that payments and benefits under this Agreement shall comply with, or be exempt from, Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (collectively, ***"Code Section 409A"),*** and, accordingly, all provisions of this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. If you notify Company (with specificity as to the reason therefore) that you believe that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause you to incur any additional tax or interest under Code Section 409A and Company after good faith review concurs with such belief or Company (without any obligation whatsoever to do so) independently makes such determination, Company shall, after consulting with you, reform such provision to try to comply with Code Section 409A through good faith modifications to the minimum extent reasonably appropriate to comply with the requirements of Code Section 409A to the extent applicable. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to you and Company of the applicable provision without violating the provisions of Code Section 409A. In no event whatsoever shall Company be liable for any additional tax, interest or penalties that may be imposed on you by Code Section 409A or any damages for failing to comply with Code Section 409A.

B. Subject to the terms of this Agreement, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits constituting deferred compensation subject to Code Section 409A upon or following a termination of employment unless such termination is also a ***"separation from service"*** (within the meaning of Code Section 409A) and, for purposes of any such provision of this Agreement, references to a ***"termination"*** or ***"termination of employment'*** or like references shall mean

separation from service. If you are deemed on the date of termination of your employment to be a ***"specified employee,"*** within the meaning of that term under Section 409A(a)(2)(B) of the Internal Revenue Code and using the identification methodology selected by Company from time to time, or if none, the default methodology, then with regard to any payment or benefit that is required to be delayed in compliance with Section 409A(a)(2)(B) of the Internal Revenue Code, such payment or benefit shall not be made or provided prior to the earlier of (i) the expiration of the six (6) month period measured from the date of your separation from service or (ii) the date of your death. On the first day of the seventh (7th) month following the date of the your separation from service or, if earlier, on the date of your death, all payments delayed pursuant to this Section 13 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to you in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

C. With regard to any provision herein that provides for reimbursement of expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, and (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that this clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Internal Revenue Code solely because such expenses are subject to a limit related to the period the arrangement is in effect, and (iii) such payments shall be made on or before the last day of the calendar year following the calendar year in which the expense occurred.

D. If under this Agreement, an amount is to be paid in two (2) or more installments, for purposes of Code Section 409A, each installment shall be treated as a separate payment.

E. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within thirty (30) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of the Company.

14. **Additional Provisions.**

A. This Agreement, the Plan, and the Employee Confidential Information and Inventions Agreement and Employee Arbitration Agreement entered concurrently with this Agreement, constitutes the entire Agreement between you and Company (and its Affiliates) with respect to your employment by Company (and its Affiliates) and cannot be changed or terminated orally. No modification or waiver of any of the provisions of the Agreement shall be effective unless in writing and signed by the party against whom it is sought to be enforced. The parties' obligations under this Agreement which are intended to be fulfilled post-employment shall survive the termination of your employment, including the applicable provisions of Sections 8 through 13, and shall remain in full force and effect for as long as required notwithstanding the termination of your employment for any reason.

B. In the event any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefits contemplated herein to the fullest extent permitted by law. If a deemed modification is not

satisfactory in the judgment of such court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

C. No failure on the part of either party to exercise and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof or the exercise of any other right, power, or remedy.

D. This Agreement shall insure to the benefit of and be binding upon your heirs and personal representatives of your estate and the successors and permitted assigns of Company, regardless of any change in its business structure, whether through spinoff, merger, sale of stock or assets, or any other transaction or assignment. Notwithstanding the foregoing, this Agreement is a personal services contract and, as such, you may not assign any of your duties or obligations hereunder. Company may not assign this Agreement nor any rights or obligations hereunder other than to an Affiliate or to an entity which, by way of merger, consolidation or sale of substantially all of the assets of Company becomes a successor to Company, so long as such successor assumes in writing Company's obligations hereunder (and Company agrees to deliver a copy to you of such assumption promptly following your request for such). For the purposes of this Agreement, the term ***"Company"*** shall include Company and, subject to the foregoing sentence, any of its successors and assigns.

E. You have been advised to seek the advice of independent counsel concerning the execution of this Agreement. Your signature below indicates you have received such counsel as you deem appropriate or have waived your right to do so.

F. The headings of the several Paragraphs of this Agreements have been inserted for convenience of reference only and shall in no way restrict or modify any the terms of provisions hereof. This Agreement has been drafted by legal counsel representing the Company, but you have participated in the negotiation of its terms. Furthermore, you acknowledge that you have had an opportunity to review and revise the Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

G. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona, without regard to conflicts of laws. Each party consents to the jurisdiction and venue of the state or federal courts in Phoenix, Arizona, if applicable, in any action, suit, or proceeding arising out of or relating to this Agreement. Any and all disputes, other than requests for injunctive relief by either party, will be resolved through binding arbitration consistent with the Employee Arbitration Agreement attached hereto as **Exhibit B.**

H. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

I. Nothing in this Agreement or any other agreement with the Company (or its Affiliates) limits or prohibits you from filing a charge or complaint with, or otherwise communicating or cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("***Government Agencies***"), including disclosing documents or other information as permitted by law. You agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Proprietary Information or other Company (or Affiliate) confidential information or trade secrets to

any parties other than the Government Agencies. You further understand that you are not permitted to disclose the Company's (or its Affiliates') attorney-client privileged communications or privileged attorney work product. Finally, nothing in this Agreement (including its definition of Proprietary Information) or in any other agreement with the Company (or its Affiliates) (i) limits employees' rights to discuss or disclose wages, benefits, or terms and conditions of employment as protected by applicable law, including any rights under Section 7 of the National Labor Relations Act, or (ii) otherwise impairs employees from assisting other Company employees and/or former employees in the exercise of their rights under Section 7 of the National Labor Relations Act..

* * * * * * * * *

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

If the foregoing terms of this Agreement reflect our understanding and agreement, kindly sign this Agreement in the appropriate space below and return it to the undersigned, whereupon it will constitute an agreement between us.

Sincerely,

SmartRent, Inc.

By: /s/Frank Martell
Frank Martell
President and Chief Executive Officer

Enclosures:
Exhibit A - Employee Confidentiality and Proprietary Rights Agreement.
Exhibit B – Employee Arbitration Agreement

* * * * * * *

I have read the foregoing Agreement, including the Employee Confidentiality and Proprietary Rights Agreement, in its entirety, have consulted my own legal counsel as I deem necessary, and by signing below, I accept the terms and conditions of employment described in this Agreement.

AGREED AND ACCEPTED:

Dated: 4/23/26

By: /s/ Natalie Cariola

EXHIBIT A

EMPLOYEE CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT

This Agreement formalizes in writing certain understandings and procedures which have been in effect since the time I was initially employed by SmartRent, Inc. ("***Company***").

Duties. In return for the compensation now and hereafter paid to me, I will perform such duties for Company as the Company may designate from time to time. During my employment with Company, I will devote my best efforts to the interests of Company, will not engage in other employment or in any activities that Company determines to be detrimental to its best interests and will otherwise abide by all of Company's policies and procedures. For purposes of this Agreement, SmartRent's business means the development of smart home automation hardware or software for property owners, homeowners, managers or homebuilders (the "***Business***"). Furthermore, I will not (a) reveal, disclose or otherwise make available to any person any Company password or key, whether or not the password or key is assigned to me or (b) obtain, possess or use in any manner a Company password or key that is not assigned to me. I will use my best efforts to prevent the unauthorized use of any laptop or personal computer, peripheral device, software or related technical documentation that the Company issues to me, and I will not input, load or otherwise attempt any unauthorized use of software in any Company computer, whether or not such computer is assigned to me.

Proprietary Information Definition. "***Proprietary Information***" includes (a) any Company information that is confidential or proprietary, technical or non-technical, including for example and without limitation, information related to Innovations (as defined in Section 4 below), concepts, techniques, processes, methods, systems, designs, computer programs, source documentation, trade secrets, formulae, development or experimental work, work in progress, forecasts, proposed and future products, marketing plans, financial information, business plans, customers and suppliers and any other nonpublic information that has commercial value or (b) any information Company has received from others that Company is obligated to treat as confidential or proprietary, which may be made known to me by Company, a third party or otherwise that I may learn during my employment with Company.

Ownership and Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of Company, Company's assigns, Company's customers and Company's suppliers, as applicable. Company, Company's assigns, Company's customers and Company's suppliers, as applicable, are the sole and exclusive owners of all patents, copyrights, mask works, trade secrets and other rights in and to the Proprietary Information. I will not disclose any Proprietary Information to anyone outside Company, and I will use and disclose Proprietary Information to those inside Company only as may be necessary in the ordinary course of performing my duties as an employee of Company. If I have any questions as to whether information constitutes Proprietary Information, or to whom, if anyone, inside Company, any Proprietary Information may be disclosed, I will consult with my manager at Company.

Innovations Definition. In this Agreement, "***Innovations***" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress.

Disclosure and License of Prior Innovations. I have listed on Exhibit A ("*Prior Innovations*"), attached hereto, all Innovations relating in any way to Company's Business or demonstrably anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by me prior to my employment with Company (collectively, the "***Prior Innovations***"). I represent that I have no rights in any such Company-related Innovations other than those Innovations

listed on Exhibit A. If nothing is listed on Exhibit A, I represent that there are no Prior Innovations at the time of signing this Agreement. I hereby grant to Company and Company's designees a royalty-free, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to practice all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations that I incorporate, or permit to be incorporated, in any Innovations that I, solely or jointly with others, conceive, develop or reduce to practice during my employment with Company (the "***Company Innovations***"). Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, any Prior Innovations in any Company Innovations without Company's prior written consent.

Future Innovations. I will disclose promptly in writing to Company all Innovations conceived, reduced to practice, created, derived, developed, or made by me during the term of my employment and for three (3) months thereafter, whether or not I believe such Innovations are subject to this Agreement, to permit a determination by Company as to whether or not the Innovations should be considered Company Innovations. Company will receive any such information in confidence.

Disclosure and Assignment of Company Innovations. I will promptly disclose and describe to Company all Company Innovations. I hereby do and will assign to Company or Company's designee all my right, title, and interest in and to any and all Company Innovations. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by me to Company, I hereby grant to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to Company Innovations can neither be assigned nor licensed by me to Company, I hereby irrevocably waive and agree never to assert such non-assignable and non-licensable rights, title and interest against Company or any of Company's successors in interest.

This Section 7 shall be construed to apply to all Company Innovations with which I am involved from this date forward, as well as all Company Innovations with which I have been involved since my employment with the Company began.

Exclusion from Assignment. I understand that my obligation to assign, license or waive a claim with respect to any Innovation must comply with the requirements of applicable law, Section 7 of this Agreement (Disclosure and Assignment of Company Innovations) does not apply to, and I do not assign my rights to any Innovation (whether a Company Innovation or otherwise) when I can prove that: (a) I developed the Innovation entirely on my own time; (b) I did not use Company equipment, supplies, facilities, or trade secret information in its development; (c) the Innovation does not relate (i) directly to the Business of Company, or (ii) to the actual or demonstrably anticipated research or development of Company; and (d) the Innovation does not result from any work performed by me for Company. This Section will be construed to apply to all Innovations with which I am involved from this date forward, as well as all Company Innovations with which I have been involved since my employment with Company began.

Cooperation in Perfecting Rights to Innovations. I agree to perform, during and after my employment, all acts that Company deems necessary or desirable to permit and assist Company, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Innovations as provided to Company under this Agreement. If Company is unable for any reason to secure my signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right under any Innovations as provided under this Agreement, I hereby irrevocably designate and appoint Company and Company's duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and

enforcement of rights under such Innovations, all with the same legal force and effect as if executed by me. The foregoing is deemed a power coupled with an interest and is irrevocable.

Employment at Will. I acknowledge that my employment will be of indefinite duration and that either Company or I will be free to terminate my employment at any time with or without cause. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in a formal written employment contract signed by an officer of Company.

Return of Materials. At any time upon Company's request, and when my employment with Company is over, I will return all materials (including, without limitation, documents, drawings, papers, electronic storage devices and tapes) containing or disclosing any Proprietary Information (including all copies thereof), as well as any keys, pass cards, identification cards, computers, printers, pagers, personal digital assistants or similar items or devices that the Company has provided to me. I will provide Company with a written certification of my compliance with my obligations under this Section.

No Violation of Rights of Third Parties. During my employment with Company, I will not (a) breach any agreement to keep in confidence any confidential or proprietary information, knowledge or data acquired by me prior to my employment with Company or (b) disclose to Company, or use or induce Company to use, any confidential or proprietary information or material belonging to any previous employer or any other third party. I am not currently a party, and will not become a party, to any other agreement that is in conflict, or will prevent me from complying, with this Agreement.

Defend Trade Secrets Act. Pursuant to the Defend Trade Secrets Act of 2016, I acknowledge that I shall not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret or Proprietary Information that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may disclose the trade secret to my attorney and may use the trade secret information in the court proceeding, if I (X) file any document containing the trade secret under seal and (Y) do not disclose the trade secret, except pursuant to court order.

Survival. This Agreement (a) will survive my employment by Company; (b) does not in any way restrict my right to resign or the right of Company to terminate my employment at any time, for any reason or for no reason; (c) inures to the benefit of successors and assigns of Company; and (d) is binding upon my heirs and legal representatives.

No Disparagement. During my employment with Company and after the termination thereof, I will not disparage Company, its products, services, agents or employees.

Injunctive Relief. I agree that if I violate this Agreement, Company will suffer irreparable and continuing damage for which money damages are insufficient, and Company will be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

Notices. Any notice required or permitted by this Agreement will be in writing and will be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me will be sent to any address in Company's records or

such other address as I may provide in writing. Notices to Company will be sent to Company's Human Resources Department or to such other address as Company may specify in writing.

Governing Law; Forum. This Agreement will be governed by the laws of the United States of America and by the laws of the State of Arizona, as such laws are applied to agreements entered into and to be performed entirely within Arizona. Company and I each irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in Maricopa County, Arizona, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Maricopa County, Arizona, such personal jurisdiction will be nonexclusive.

Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision will be deemed amended to provide Company the maximum protection permitted by applicable law and (b) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

Waiver; Modification. If Company waives any term, provision or breach by me of this Agreement, such waiver will not be effective unless it is in writing and signed by Company. No waiver will constitute a waiver of any other or subsequent breach by me. This Agreement may be modified only if both Company and I consent in writing.

Assignment. The rights and benefits of this Agreement shall extend to all successors and assigns of Company, whether by merger, reorganization, sale of assets, operation of law or otherwise.

Careful Review. I certify and acknowledge that I have carefully reviewed, together with any advisors as I deem necessary, all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

Entire Agreement. This Agreement represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.

[*Signature page follows*.]

I certify and acknowledge that I have carefully read all the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

COMPANY:	**EMPLOYEE:**
SmartRent, Inc.	Natalie Cariola
By: /s/ Frank Martell	By: /s/ Natalie Cariola
Title: President & Chief Executive Officer	Title: Chief Revenue Officer
Dated: 4/22/2026	Dated: 4/23/2026

Exhibit A

PRIOR INNOVATIONS

Check one of the following (if nothing is checked, then no such Prior Innovations exist):

NO PRIOR INNOVATIONS EXIST.

OR

YES, PRIOR INNOVATIONS EXIST AS DESCRIBED BELOW (include basic description of each Prior Innovation):

EXHIBIT B

EMPLOYEE ARBITRATION AGREEMENT

SmartRent, Inc. (the "***Company***") and the undersigned ("***Employee***") hereby agree that, to the fullest extent permitted by law, any and all claims or controversies between them (or between Employee and any present or former officer, director, agent, or employee of the Company or any parent, subsidiary, or other entity affiliated with the Company) relating in any manner to the employment or the termination of employment of Employee, including but not limited to the interpretation, applicability, or enforceability of this Agreement, shall be resolved by final and binding arbitration. Except as specifically provided herein, any arbitration proceeding shall be conducted in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (*the "**AAA Rules***"), available at www.adr.org /rules or provided upon request by the Company. Claims subject to arbitration shall include without limitation contract claims, tort claims, claims relating to compensation and stock options, as well as claims based on any federal, state, or local law, statute, or regulation, including but not limited to any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Arizona Employment Protection Act, the Arizona Civil Rights Act, and all other applicable Arizona law. However, claims for unemployment compensation, workers' compensation, claims under the National Labor Relations Act, and other claims excluded by law shall not be subject to arbitration (the "***Excluded Claims***"). The Parties agree that if any dispute involves both timely filed Excluded Claims and claims subject to this Agreement, the parties agree to bifurcate and stay for the duration of the arbitration proceedings any such Excluded Claims.

Except as provided otherwise by law and herein, Employee agrees that all claims must be brought in his or her individual capacity, and not as a plaintiff or participating class member in any purported class, collective, or consolidated proceeding, and Employee expressly waives any right Employee had or may have had to have any dispute brought, heard, or arbitrated as a class action and/or as a collective action. The arbitrator has no authority to adjudicate class, collective, or consolidated proceedings, other than to enforce this provision. Also except as provided otherwise by law and herein, Employee further understands and agrees that Employee may not bring any claims as a plaintiff or participating class member in any purported representative action or proceeding, and Employee expressly waives any right Employee had or may have had to have any dispute brought, heard, or arbitrated as a representative action. The arbitrator has no authority to adjudicate representative proceedings, other than to enforce this provision. This class action waiver shall be interpreted consistent with the Federal Arbitration Act and Arizona law to the extent it is not preempted by federal law.

A neutral and impartial arbitrator shall be chosen by mutual agreement of the parties; however, if the parties are unable to agree upon an arbitrator within a reasonable period of time, then a neutral and impartial arbitrator shall be appointed in accordance with the arbitrator nomination and selection procedure set forth in the AAA Rules. The arbitrator shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. The arbitration proceedings will allow for reasonable discovery under the AAA Rules, and the arbitrator selected according to this agreement shall decide all discovery disputes. The arbitrator shall apply the same substantive law, with the same statutes of limitations and same remedies that would apply if the claims were brought in a court of law. The arbitrator shall have the authority to consider and decide pre-hearing motions, including dispositive motions.

Either the Company or Employee may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Except as otherwise provided in this Agreement, neither party shall initiate or prosecute any lawsuit in any way related to any arbitrable claim, including without limitation any

claim as to the making, existence, validity, or enforceability of the agreement to arbitrate. All arbitration hearings under this Agreement shall be conducted in Maricopa County, Arizona.

Nothing in this Agreement precludes a party from filing an administrative charge before an agency that has jurisdiction over an arbitrable claim. In addition, either party may, at its option, seek injunctive relief in a court of competent jurisdiction.

This Agreement shall be governed by the Federal Arbitration Act to the extent allowed by law. In ruling on procedural and substantive issues raised in the arbitration itself, the arbitrator shall in all cases apply the substantive law of the State of Arizona.

Company shall bear the costs of the arbitrator, forum and filing fees. Each party shall pay its own costs and attorney's fees, unless a party prevails on a statutory claim, and the statute provides that the prevailing party is entitled to payment of its attorneys' fees. In that case, the arbitrator may award reasonable attorneys' fees and costs to the prevailing party as provided by law. The costs and fees of the arbitrator shall be paid by the Company.

This Agreement is not, and shall not be construed to create, a contract of employment, express or implied. This Agreement does not alter Employee's at-will employment status. Either Employee or the Company may terminate Employee's employment at any time, for any reason or no reason, with or without prior notice.

If any provision of this Agreement shall be held by a court or the arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect. The parties' obligations under this Agreement shall survive the termination of Employee's employment with the Company and the expiration of this Agreement.

The Company and Employee understand and agree that this Arbitration Agreement contains a full and complete statement of any agreements and understandings regarding resolution of disputes between the parties, and the parties agree that this Arbitration Agreement supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this agreement. The parties also agree that the terms of this Arbitration Agreement cannot be revoked or modified except in a written document signed by both Employee and the Company President.

THE PARTIES ALSO UNDERSTAND AND AGREE THAT THIS AGREEMENT CONSTITUTES A WAIVER OF THEIR RIGHT TO A TRIAL BY JURY OF ANY CLAIMS OR CONTROVERSIES COVERED BY THIS AGREEMENT. THE PARTIES AGREE THAT NONE OF THOSE CLAIMS OR CONTROVERSIES SHALL BE RESOLVED BY A JURY TRIAL.

THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH THEIR LEGAL COUNSEL AND HAVE AVAILED THEMSELVES OF THAT OPPORTUNITY TO THE EXTENT THEY WISH TO DO SO.

[*Signature page follows*.]

Employee:

Signature: /s/ Natalie Cariola

Print Name: Natalie Cariola

Date: 4/23/2026

SmartRent, Inc.

Signature: /s/ Frank Martell

Print Name: Frank Martell

Print Title: President & Chief Executive Officer

Date: 4/22/2026

EXHIBIT 31.1

CERTIFICATION OF PRINCIPAL 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

I, Frank Martell, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of SmartRent, Inc. for the period ended March 31, 2026;

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(s) 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(s) 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: May 6, 2026

/s/ FRANK MARTELL
Frank Martell
President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION OF PRINCIPAL 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

I, Daryl Stemm, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of SmartRent, Inc. for the period ended March 31, 2026;

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(s) 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(s) 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: May 6, 2026

/s/ DARYL STEMM
Daryl Stemm
Chief Financial Officer
(Principal Financial and Accounting Officer)

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of SmartRent, Inc. (the "Company") on Form 10-Q for the quarterly period ended March 31, 2026, as filed with the Securities and Exchange Commission (the "Report"), I, Frank Martell, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 6, 2026

/s/ FRANK MARTELL
Frank Martell
President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of SmartRent, Inc. (the "Company") on Form 10-Q for the quarterly period ended March 31, 2026, as filed with the Securities and Exchange Commission (the "Report"), I, Daryl Stemm, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 6, 2026

/s/ DARYL STEMM
Daryl Stemm
Chief Financial Officer
(Principal Financial and Accounting Officer)