

**THIS RIDER US ONLY FOR SITUATIONS WHERE THE CUSTOMER IS LEASING EQUIPMENT**

**RIDER FOR INSTALLATION AND SUBSCRIPTION SERVICES EVOLV EXPRESS  
(US AND CANADA OUTSIDE OF QUEBEC)**

1. **Scope.** These terms apply to the **EVOLV EXPRESS WEAPONS DETECTION SYSTEM** and associated hardware and/or software (the "**System**"). If a conflict exists between the terms of the Agreement and this Rider, then the terms of this Rider will prevail with regard to the **System**.
2. **Availability in Canada.** In Canada, the **System** is not available for lease or sale to customers in the Province of Québec.
3. **Shipping, Installation and Training.** Subject to the terms and conditions of this Agreement and the applicable Equipment Schedule in the Agreement, Johnson Controls agrees to lease to Customer the "Equipment" described in the Equipment Schedule in the Agreement for the Subscription Term and Customer agrees to lease the Equipment from Johnson Controls and/or Evolv Technology Inc. Shipping, installation and training responsibilities in relation to the Equipment are specified in the Equipment Schedule and shall be performed by Johnson Controls.
4. **Subscription Agreement.** Hardware and Software provided with the **System** is sublicensed to Customer on a non-exclusive basis and both are subject to the terms of End User Agreement in Exhibit A and Subscription Agreement ("Subscription Agreement") attached as Exhibit B. Customer's use of the **System** confirms Customer's agreement with the terms of the Subscription Agreement.
5. **Fees, Taxes and Payment**
  - (a) Customer agrees to pay Johnson Controls the amounts specified in the Equipment Schedule in the Agreement to install the Equipment ("Installation Charge") at Customer's facility and to provide the **System** on a subscription basis ("Subscription Fee") for a term of sixty (60) months ("Initial Term") effective from the date the **System** is operative.
  - (b) All of the taxes that Johnson Controls is required to pay to a taxing authority ("Taxes") and shipping fees ("Shipping Fees") described in Section 3 shall be separately invoiced to Customer.
  - (c) Payment of all invoices are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days from the date of invoice. Invoice disputes must be identified in writing within twenty-one (21) days of the date of the invoice. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform under this Rider. Johnson Controls will have the right to increase the Subscription Fee after one (1) year.
6. **Maintenance and Repair, Loss of or Damage to Equipment.**
  - (a) Customer is responsible for maintenance of the Equipment in accordance with the Equipment user documentation. Johnson Controls shall be responsible for providing all other maintenance and repair of the Equipment during the Subscription Term, and Customer shall permit Johnson Controls and/or its supplier(s) to have access to the Equipment at the Customer's location in order to provide such maintenance and repair service, including (i) hardware and remote software updates, (ii) annual diagnostic assessment, and (iii) on site full maintenance assessment of the Equipment. Customer will promptly notify Johnson Controls of any Equipment warranty and repair issues that can be addressed in a timely fashion and shall not permit any third party to use, maintain or repair the Equipment. For Equipment experiencing a breakdown due to defects in materials or workmanship, Johnson Controls may, at their sole discretion, extend the term of the applicable Equipment Schedule, for the period which the Equipment was not operational, with no additional fees charged to the Customer. Johnson Controls shall only be responsible for the cost of replacement parts and labor to install those parts.
  - (b) Customer is solely responsible for all loss, theft, destruction of or damage to the Equipment, and any repairs and maintenance not arising from Equipment defects in materials or workmanship. In such event, Customer shall promptly notify Johnson Controls and pay Johnson Controls for all costs, damages, and expenses arising therefrom, including without limitation, at Johnson Controls' option, either (i) reimbursing Johnson Controls for the repair costs to return the Equipment to pre-lease condition, or (ii) paying Johnson Controls for the value of the Equipment based on the remaining useful life of the Equipment. Loss, damage or theft of the Equipment shall not under any circumstances relieve Customer of the obligation to pay the subscription fees or any other obligation under the Agreement.
7. **Customer Responsibilities/Locally Monitored System.**
  - (a) Customer agrees that the Weapons Detection System is a customer/locally monitored system and that Johnson Controls does not and will not monitor, receive or respond to any signals from the Weapons Detection System.
  - (b) Customer agrees that the Equipment will be used only in the ordinary course of its business and only by competent, qualified, and authorized agents or employees. The Equipment will be used only at the location specified in the applicable Equipment Schedule in the Agreement and will not be removed without prior notice to Johnson Controls and Evolv.
8. **Warranty Disclaimer.** JOHNSON CONTROLS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, JOHNSON CONTROLS MAKES NO WARRANTY THAT THE WEAPONS DETECTION SYSTEM WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE, OR THAT MESSAGES, ALERTS OR TEXTS SENT BY THE WEAPONS DETECTION SYSTEM WILL BE TIMELY OR SUCCESSFULLY SENT, DELIVERED OR RECEIVED.
9. **LIMITATION OF DAMAGES.** THE WEAPONS DETECTION SYSTEM DOES NOT CAUSE AND CANNOT ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS THAT IT IS INTENDED TO DETECT OR AVERT. ALL LIABILITY RESULTING FROM SUCH EVENTS REMAINS WITH CUSTOMER. CUSTOMER AGREES TO LOOK SOLELY TO CUSTOMER'S INSURER TO RECOVER FOR INJURIES, LOSS OR DAMAGE AND RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST JOHNSON CONTROLS, INCLUDING BY WAY OF SUBROGATION. IN NO EVENT WILL JOHNSON CONTROLS BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR (I) PERSONAL INJURY, DEATH OR PROPERTY DAMAGES OR (II) LOST PROFITS, LOSS OF USE, DIMINUTION OF VALUE, LOST DATA, OR ANY OTHER INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE WEAPONS DETECTION SYSTEM. NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS IS FOUND LIABLE UNDER ANY LEGAL THEORY, JOHNSON CONTROLS' TOTAL LIABILITY WILL BE LIMITED TO THE SUM EQUAL TO THE INSTALLATION CHARGE

PAID BY CUSTOMER TO WHICH SUCH CLAIM IS MADE, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. CUSTOMER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS JOHNSON CONTROLS AGAINST ANY CLAIMS AND LAWSUITS MADE OR FILED BY ANY PERSON, INCLUDING CUSTOMER'S INSURER, THAT IS RELATED IN ANY WAY TO THE WEAPONS DETECTION SYSTEM, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES RESULTING AS A RESULT AND FROM ANY DEFAULT, OR THE EXERCISE OF SUCH REMEDIES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST JOHNSON CONTROLS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION.

10. **Term and Termination.**

- (a) **Term.** The Initial Term of this Agreement is set forth in section 5(a) and will renew only upon the written consent of the parties (the Initial Term and any renewal term is referred to as the "Subscription Term").
- (b) **Termination.** Johnson Controls may terminate this Agreement with respect to all Equipment if (i) Customer fails to make payments within ten (10) days of the due date; (ii) Customer fails to cure any default or breach of this Agreement within 10 days after Johnson Controls gives Customer a written notice of such default or breach specifying the default or breach; (iii) Customer files or has filed against it a petition in bankruptcy or becomes insolvent or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver or either shall be appointed for Customer or for a substantial part of its property without its consent; or (iv) Customer ceases its existence by merger, consolidation, sale of substantially all of its assets or otherwise. In the event of any of the foregoing, Johnson Controls may, at its option, take one or more of the following actions: (i) declare all sums due and to become due under the Agreement immediately due and payable; or (ii) exercise any right or remedy which may be available to Johnson Controls or Evolv under this Agreement, equity or law, including the right to recover damages for breach of the Agreement. No express or implied waiver of any default shall constitute a waiver of any of Johnson Controls' or Evolv's other rights.
- (c) **No Termination for Convenience.** Customer has no right to terminate or cancel this Agreement or any Equipment Schedule for convenience. In the event Customer prematurely terminates this Agreement or any Equipment Schedule prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the remaining Fees to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

## EXHIBIT A END USER AGREEMENT

This End User Agreement (this “**Agreement**”) is a legal agreement hereby entered into between you, either an individual, company or other legal entity, and its affiliates, hereafter “**Customer**” and Evolv Technology, Inc., a Delaware corporation with offices at 200 West Street, Third Floor East, Waltham, Massachusetts 02451 (“**Evolv**” or “**Company**”). By using the Products, Customer agrees to be bound by the terms, and become a party, of this Agreement.

This Agreement includes and incorporates herein all exhibits, attachments, amendments, documents and Order Documents relating to or entered into in connection with this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS

- a. **Documentation** means the published manuals, operating documents, instructions or other processes or directions provided to Customer regarding the use, operation, location and maintenance of the Products.
- b. **Distributor** means the distribution partner of Evolv that is delivering the Products to the Customer.
- c. **Equipment** means the hardware or personal screening products purchased or leased by Customer, as identified in the applicable Order Document.
- d. **Fee(s)** means the fees charged to Customer listed in the applicable Order Document.
- e. **Order Document** means the Evolv or Distributor quote, quote document, invoice or other document evidencing the lease or sale and license of the Products to Customer.
- f. **Term** has the meaning set forth in Section 7.1.
- g. **Products** means the Equipment and Software, collectively.
- h. **Software** means the proprietary software contained in, accompanying or used in conjunction with the use and operation of the Equipment. For the avoidance of doubt, and as detailed in the applicable Exhibits below, the Software is never sold and cannot be licensed or accessed on a standalone basis.

### 2. CUSTOMER'S REPRESENTATIONS AND WARRANTIES

Customer represents and warrants as follows:

- a. Customer has the full power, authority, and legal right to execute, deliver, and perform the terms of this Agreement.
- b. This Agreement has been duly executed and delivered and constitutes a legal, valid, and binding obligation of Customer, enforceable in accordance with its terms.
- c. The Products will be used in accordance with the Documentation and only in the ordinary course of Customer's business by competent, qualified, trained and authorized agents or employees.
- d. The Products will be used only at the Customer location(s) that are controlled by Customer and that are agreed upon by the Parties in writing and Customer will not remove the Products from such locations without the prior written consent of Evolv.  
Customer agrees to comply with all laws, rules and regulations applicable to the use, operation, and maintenance of the Products.

### 3. EVOLV REPRESENTATIONS AND WARRANTIES

Evolv represents and warrants as follows:

- a. Evolv has full power, authority, and legal right to execute, deliver, and perform the terms of this Agreement.
- b. This Agreement has been duly executed and delivered and constitutes a legal, valid, and binding obligation of Evolv, enforceable in accordance with its terms.
- c. Evolv will provide the Services in a competent and professional manner in accordance with generally accepted industry standards applicable to said Services.
- d. The Products, unless otherwise specified in the applicable Order Documents, shall (i) be fit for its intended purpose; (ii) be of good workmanship and free from material defects in manufacture, or design; (iii) operate in conformity with the performance, functionality, and other specifications contained in its Documentation for no less than one (1) year after deployment in accordance with the Documentation; and (iv) conform to all specifications, drawings, and descriptions referenced or set forth in the applicable Documentation (the “Product Warranty”). The Product Warranty shall survive the termination and expiration of the Warranty Period with respect to any claim made by Customer prior to such expiration of the Product Warranty period. The Product Warranty will not apply to any Products which (i) Customer has failed to use in accordance with the Documentation (ii) the Products have been altered, except by Evolv or its contractors or in accordance with Evolv's instructions evidenced in writing; (iii) the Products have been used in conjunction with another vendor's products resulting in the need for maintenance (except for such Evolv authorized uses, evidenced in writing by Evolv); (iv) the Products have been damaged by improper environment (other than damages due to circumstances beyond Customer's reasonable control), abuse, misuses, accident or negligence.
- e. Evolv will provide, free of charge to Customer, all necessary instructions, and documentation for Evolv's products and services.

EXCEPT AS SET FORTH IN THIS SECTION 3, EVOLV MAKES NO, AND DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, OR ARISING OUT OF CUSTOM, DEALING, TRADE OR USAGE. NO STATEMENT BY EVOLV'S EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE DEEMED TO BE A WARRANTY BY EVOLV FOR ANY PURPOSE OR TO GIVE RISE TO ANY LIABILITY ON THE PART

OF EVOLV UNLESS SPECIFICALLY CONTAINED IN THIS AGREEMENT. EXCEPT AS STATED IN THIS SECTION, EVOLV DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS WILL ELIMINATE OR PREVENT OCCURRENCES OF OTHER CRIMINAL ACTIVITY ("INCIDENTS"), BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE WILL BE FREE FROM ERRORS OR DEFECTS

#### 4. CUSTOMER MAINTENANCE OBLIGATIONS

Customer Maintenance Obligations. Customer will comply with any Documentation provided to Customer by Distributor or Evolv regarding the reasonable use, operation, and maintenance of the Products. Customer is responsible for normal daily maintenance of the Products in connection with its ordinary course use (such as cleaning, proper location, proper environment, and causing the provision of proper electrical requirements) in accordance with the Documentation and will keep sufficient records to demonstrate that Customer has performed such maintenance. Customer is solely responsible for all loss, theft, destruction of or damage to (other than destruction or damages due to circumstances beyond Customer's reasonable control) the Products and any repairs and maintenance except to the extent that it is due to a breach of an express warranty in Section 3 or Evolv's or Distributor's negligent acts or omissions (including breach of this Agreement). In such event, Customer shall, as soon as reasonably practicable, notify Evolv and Distributor of such loss, theft, destruction, or damage to the Products and at Evolv's sole option, either (i) reimburse Evolv for the reasonable repair costs and expenses to return the Products to the condition prior to such destruction or damage, or (ii) if repair is not reasonably feasible, paying Evolv for the value of the Products based on the remaining useful life of the Products, as calculated by Evolv in accordance with standard accounting practices, whereupon Evolv shall provide to Customer replacement Products which are reasonably comparable to the Products subject to such loss, theft, destruction or damage. Loss, damage (other than damage due to circumstances beyond Customer's reasonable control) or theft of the Products shall not under any circumstances relieve Customer of the obligation to pay the Fees to Evolv or any other obligation under the Agreement.

#### 5. CONFIDENTIALITY

(a) The Parties agree not to permit access to or to disclose the other Party's Confidential Information to any person or entity, except to its authorized employees, agents and contractors who are bound by confidentiality agreements with terms no less restrictive than those of this Section 5 and who need to use or have access to the other Party's Confidential Information in order to perform this Agreement, and neither Party may use the other Party's Confidential Information for any purpose other than to perform this Agreement. A receiving Party shall use at least the same degree of care in protecting the other Party's Confidential Information as such Party generally exercises in protecting its own proprietary and confidential information (but in no event less than reasonable care) and shall inform its employees and agents having access to the Confidential Information of its confidential nature. In no event shall a Party use less than a reasonable degree of care in protecting the other Party's Confidential Information. "**Confidential Information**" includes, without limitation, all information relating to the disclosing Party's

business plans, technologies, research marketing plans, customers, technology, employee and organizational information, product designs, product plans and financial information, which, when provided by one Party to the other in connection with this Agreement: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are disclosed orally or visually, identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 10 days of disclosure; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure. Documentation constitutes Evolv's Confidential Information and the terms of this Agreement constitute both Parties' Confidential Information. Notwithstanding the foregoing, the receiving Party shall have no obligation of confidentiality with respect to any information of the disclosing Party which the receiving Party can demonstrate by competent evidence: (a) is already known to the receiving Party at the time of disclosure without violation of any obligation of confidentiality; (b) is or subsequently becomes publicly available through no wrongful act of the receiving Party; (c) is rightfully disclosed or provided to the receiving Party by a third party without restriction; or (d) is developed independently by the receiving Party without use of or access to the disclosing Party's Confidential Information as shown by the receiving party's business records kept in the ordinary course.

(b) In addition to the foregoing disclosure exceptions, the receiving Party may disclose the other Party's Confidential Information to the extent required by law or court order, provided that the receiving party provides the disclosing Party reasonable advance notice of its intended disclosure to the extent permissible under applicable law, and reasonably cooperates with the disclosing Party, at its request and expense, to limit or oppose the disclosure.

(c) Data. Customer acknowledges and agrees that Evolv may collect technical, performance and operational data on Customer's use of the Product and is permitted to use such data solely for Evolv's internal business purposes, whereby such collection and use shall be in accordance with applicable law (including applicable privacy laws). The internal business purposes may include, but are not limited to, (i) improving the performance, features and capabilities of the Products; (ii) facilitating the provision of updates, support and other services to the Products; and (iii) creating, developing, operating, delivering and improving the Products. Evolv may also use such technical, performance and operational data in an aggregated and/or anonymized format. Such data will not include any personally identifiable information (PII) or personal health information (PHI).

#### 6. INDEMNIFICATION AND LIMITATION OF LIABILITY

##### 6.1 Indemnification

(a) Customer shall indemnify, defend and hold Evolv harmless from and against all losses, damages, fines, penalties, liability, claims, demands, judgments and the costs and expenses incident thereto (including reasonable attorney fees) ("**Losses**") any third party suit or claim ("**Claim**") arising out of or in connection with (i) the breach of Section 5 of this Agreement; (ii) Customer's (or its subcontractor's, agent's, officer's, director's, customer's representative's or employee's) use, operation, possession, purported ownership, control, renting, maintenance, delivery or

return of the Products (including without limitation Losses relating to property damage, theft, personal injury, death, and violation of applicable laws); or (iii) Customer's violation of any applicable law, regulation or standard.

(b) Evolv shall indemnify, defend and hold Customer harmless from and against all losses, damages, fines, penalties, liability, claims, demands, judgments and the costs and expenses incident thereto (including reasonable attorney fees) ("**Losses**") any third-party suit or claim ("**Claim**") arising out of or in connection with the any defect therein (whether in design, materials, workmanship, or otherwise), including any products liability claim and all claims based on strict liability in tort, or violation of any applicable law, regulation, or standard; Evolv's or its representative's or employee's negligence, willful misconduct, breach of the terms of this Agreement, or violation of law, rule, regulation, or standard.

#### **6.2 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT UNLESS OUTLINED UNDER THE TERMS OF THIS AGREEMENT, EVOLV SHALL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OR FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR CAUSED BY THE LOSS OF USE OF THE PRODUCTS, LOSS OF PROFITS, LOSS OF DATA OR USE OF DATA, INTERRUPTION OF BUSINESS, INCIDENTS, OR LOST REVENUES, EVEN IF EVOLV IS AWARE OF THE POSSIBILITY OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVOLV'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER UNDER THE ORDER FORM UNDER WHICH LIABILITY AROSE DURING THE TWENTY-FOUR MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER EVOLV OR ITS PRODUCTS CAN ELIMINATE IN WHOLE OR IN PART, THE OCCURENCES OF THE EVENTS OR THREATS THAT THE PRODUCTS ARE INTENDED TO DETECT (INCLUDING, BUT NOT LIMITED TO, INCIDENTS AS DEFINED IN SECTION 3) AND THAT EXCEPT TO THE EXTENT THE OCCURENCES OR EVENTS OR THREATS ARE CAUSED BY THE NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT BY EVOLV, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, EVOLV SHALL NOT BE HELD LIABLE FOR ANY DAMAGE OR CLAIM ARISING FROM SUCH FAILURE (WHICH MAY INCLUDE WITHOUT LIMITATION, FAILURE TO DETECT THREATS, WHETHER DUE TO PRODUCT FAILURE, HUMAN ERROR, CUSTOMER'S OPERATING ENVIRONMENT, EXTERNAL FORCES OUTSIDE EVOLV'S CONTROL) OR FOR NON-PRODUCTIVE TIME OR PRODUCT DOWN TIME FOR ANY REASON, OR FOR ACTS BY THIRD PARTIES THAT CAUSE HARM OR DAMAGE. CUSTOMER SHALL BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ITS PERSONNEL, CONTRACTORS, AND AGENTS, INCLUDING THOSE RESPONSIBLE FOR

OPERATING THE PRODUCTS AND FOR THE SECURITY OF CUSTOMER'S PREMISES, PERSONNEL AND VISITORS.

### **7. TERM AND TERMINATION**

#### **7.1 Term**

The term of this Agreement shall be for the period commencing on the Effective Date and end upon the four (4) year anniversary of the Effective Date or expiry of the last remaining Order Term, whichever is later (the "**Term**"), unless earlier terminated in accordance with Section 7.2. The "**Order Term**" shall mean, for any given Order Document, either the Subscription Term (as defined in Section 2 of Exhibit B) or the License Term (as defined in Section 3 of Exhibit A) for the relevant Order Document between Evolv and Customer. This Agreement and any Order Document can renew upon the mutual written consent signed by both Parties.

#### **7.2 Termination**

Evolv may terminate this Agreement and/or any Order Document upon notice to the Customer if (i) Customer fails to cure any default or breach of this Agreement or Order Document within fifteen (15) days after Evolv gives Customer a written notice of such default or breach; (ii) Customer attempts to move, sell, transfer, assign, lease, rent, encumber, or sublet the Products without Evolv's prior written consent; (iii) violation of any applicable laws or regulations; (iv) Customer files or has filed against it a petition in bankruptcy or becomes insolvent or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver or either shall be appointed for Customer or for a substantial part of its property without its consent; or (v) Customer ceases its existence by merger, consolidation, sale of substantially all of its assets or otherwise. Neither party has the right to terminate this Agreement, or any applicable Order Document, for convenience.

### **8. MISCELLANEOUS**

**8.1 Governing Law.** This Agreement is governed by and shall be interpreted and construed in accordance with the laws of the state of New York without regard to conflict of laws principles. The Parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of New York and to the jurisdiction of the United States District Court for the District of New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

**8.2 Integration.** This Agreement, together with the Exhibits and any applicable Order Documents(s), constitutes the entire agreement between the Parties relating to its subject matter, and there are no agreements or understandings between the Parties, express or implied, except as may be explicitly set forth in this Agreement.

**8.3 Waiver.** If one Party fails to enforce a provision of this Agreement, it shall not be precluded from enforcing the same provision at another time. All rights and remedies, whether conferred hereunder, or by any other instrument or law, unless otherwise expressly stated herein, are cumulative.



**8.4 Binding Agreement; No Assignment.** This Agreement will be binding upon and enforceable only by the Parties, their respective successors, and permitted assigns. Neither Party may assign or transfer any interest in or obligation under this Agreement without the prior written consent of the other Party and any attempt at assignment or transfer without such consent shall be void and of no force or effect.

**8.5 Entire Agreement; Invalidity; Unenforceability.** This Agreement supersedes all previous agreements, whether oral or written, with respect to its subject matter. This Agreement may only be changed in a writing signed by authorized representatives of each Party. If any provision of this Agreement shall be declared invalid or unenforceable under applicable law or by a court decision, such invalidity or unenforceability shall not invalidate or render this Agreement unenforceable, but rather this Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of this Agreement,

the Parties shall promptly attempt to negotiate a substitute therefor that preserves, to the fullest extent possible, the respective rights and obligations imposed on each Party under this Agreement as originally executed.

**8.6 Survival.** In addition to those provisions which by their nature are intended to survive any termination or expiration of this Agreement, Exhibits or any license granted hereunder, 5 (Confidentiality), 6 (Indemnification and Limitation of Liability) of this Agreement, Sections 1 (Subscription), and 3 (Ownership) of Exhibit B, shall specifically survive such termination or expiration.

**8.7 Force Majeure.** Neither Party shall be liable to the other, following written notice thereof, for any failure or delay in performance of its obligations (except for Confidentiality obligations pursuant to Section 5 and Ownership obligations pursuant to the applicable Exhibits below) for any cause that is beyond the reasonable control of such Party.

**EXHIBIT B**  
**Subscription Terms**

The terms in this Exhibit B apply to the subscription transaction model, as identified in the applicable Order Document. The subscription transaction model applies to the leasing of the Products and the provision of any Product related Services.

**1. Subscription**

- a. Subject to the terms and conditions of this Agreement (including the payment of all Fees by Customer to Evolv) and Documentation, during the Order Term, Evolv agrees to lease to Customer the Products, as detailed in the applicable Order Documents, and Customer agrees to lease the Products from Evolv. Customer may only use the Products solely for its own internal business purposes, and solely in accordance with the Documentation.
- b. As part of the above lease, Customer is granted the non-exclusive and non-transferable right and license to access and use the Software (including the Evolv proprietary Cortex platform, as applicable) solely for the purpose of operating the Products. This license includes ongoing upgrades and updates to the Software, delivered via secure cloud infrastructure as applicable, screening analytics and a user interface for operator interaction.

**2. Subscription Term**

- a. Unless otherwise specified in an Order Document, the subscription term for the Products, excluding the thermal imaging package, will begin on deployment of the Products and continue for a period of sixty (60) months. Unless otherwise specified in an Order Document, the subscription term for the thermal imaging package, will begin on deployment of the Products and continue for a period of twenty-four (24) months.

**3. Ownership**

- a. As between Customer and Evolv, Evolv is the sole owner of the Products and any associated Documentation, including all enhancements, updates, modifications, corrections, derivatives, integrations related thereto and all intellectual property rights relating therein. This Agreement imparts no right, title, or ownership interest in the Products to Customer except for the limited right to use the Products for the Order Term as expressly set forth in this Agreement. Customer will keep the Products free and clear of any and all liens, charges, and encumbrances with respect to Customer's leasing, possession, use, or operation of the Products and will not sell, assign, sublease, transfer, grant a security interest in, or otherwise make any disposition of any interest in any Products. Evolv may display notice of its ownership of the Products by affixing (in a reasonable size and manner) an identifying stencil, legend, plate or any other indicia of ownership, and Customer will not alter, obscure or remove such identification. If Evolv shall so request, Customer shall execute and deliver to Evolv such documents that Evolv deems reasonably necessary or desirable for purposes of recording or filing to

protect the interest of Evolv in the Products. The Products are protected by U.S. copyright, trade secret and other proprietary laws and international treaty provisions, and Evolv reserves all rights. Upon Evolv's reasonable request from time to time, Customer shall execute and deliver to Evolv such instruments and assurances as Evolv deems reasonably necessary for the confirmation or perfection of this Agreement and its rights hereunder.

With respect to any Software, Evolv retains all right, title and ownership interest therein and Customer shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Software or disclose any of the foregoing; (ii) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use (except as expressly provided herein) the Software; (iii) copy, modify, adapt, translate, incorporate into or with other software or service, or create a derivative work of any part of the Software; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Software.

- b. Customer shall have no option to purchase or otherwise acquire title or ownership of any Products unless Evolv grants such option pursuant to a purchase agreement in writing. For clarity, all Software is licensed solely for use with or as part of the Products and is not to be included in the aforementioned purchase agreement. Continued access and use of the Software is pursuant to an additional subscription or support agreement.

**4. Termination Rights and Effect of Termination**

- a. In the event of termination pursuant to Section 7 of the Agreement, Evolv may take one or more of the following actions: (i) require Customer to immediately return all Products to Evolv; or (ii) exercise any right or remedy which may be available to Evolv under this Agreement, an Order Documents, equity or law, including the right to recover damages for breach of the Agreement. In addition, Customer shall be liable for reasonable attorney's fees, other costs and expenses resulting from any default, or the exercise of such remedies. Each remedy shall be cumulative and in addition to any other remedy otherwise available to Evolv at law or in equity. No express or implied waiver of any default shall constitute a waiver of any of Evolv's other rights. Upon the expiration or termination of this Agreement or the applicable Order Document and Term, Customer will lose access to the Software and return the Products, at its cost and expense.