

**EQUIPMENT PURCHASE EXHIBIT
FOR
EVOLV EXPRESS®**

This Equipment Purchase Exhibit for Evolv Express® (“**Express Purchase Exhibit**”) is a part of and incorporated into the Customer General Terms (“**General Terms**”) and apply to your (“**Customer**”) purchase of the Express Equipment pursuant to one or more Order Documents entered into by the Parties. Capitalized terms not defined in this Express Purchase Exhibit are as defined in the General Terms.

Subject to the terms and conditions of this Express Purchase Exhibit, Evolv agrees to provide the Express Equipment to Customer and Customer agrees to purchase the Express Equipment from Evolv. The Fees Customer will owe to Evolv are set forth in the applicable Order Document. For clarity, the terms of this Exhibit shall not apply to any Express Equipment provided to Customer on a subscription basis.

1. Ownership

Subject to the terms and conditions of the General Terms, the Express Product Schedule and this Express Purchase Exhibit, including the payment of all Fees by Customer to Evolv as and when they become due, Evolv conveys and transfers to Customer all rights, title, and interest in and unto the Express Equipment, excluding all intellectual property rights relating thereto or embodied therein, which shall be retained by Evolv. Such rights, title and interest as well as liability for loss or damages shall transfer to Customer upon the Delivery Date. Evolv retains the right to display its name, logo or trademarks on the Products by affixing an identifying stencil, legend, plate, sticker, or any other indicia, which may be updated from time to time, and Customer will not alter, obscure, or remove such identification.

2. Termination

In the event of termination pursuant to the General Terms and/or Express Product Schedule, Evolv may take one or more of the following actions: (i) declare all unpaid Fees under the Order Document immediately due and payable; (ii) require Customer to immediately return all Express Equipment to Evolv if the Express Equipment purchase fee has not been paid in full, and (iii) exercise any right or remedy which may be available to Evolv under the General Terms, Express Product Schedule, Order Document(s), 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.