

**PRODUCT SCHEDULE  
FOR  
EVOLV VISUAL GUN DETECTION™**

This Product Schedule for Evolv Visual Gun Detection™ (the “**Visual Gun Detection Product Schedule**”) is a part of and incorporated into the Customer General Terms (“**General Terms**”) and/or the Terms of Use (the “**ToU**”), to the extent applicable, and apply to your (“**Customer**”) subscription to and use of Visual Gun Detection Software (as defined below). Capitalized terms not defined in this Visual Gun Detection Product Schedule are as defined in the General Terms and/or the ToU.

**1. Product Description.** The “Evolv Visual Gun Detection Products” (“**Visual Gun Detection Products**”) available to Customer are described on Exhibit A hereto. Subject to Customer’s compliance with the General Terms and/or the ToU, this Visual Gun Detection Product Schedule, and all associated Documentation, during the Visual Gun Detection Term (as defined below), the Visual Gun Detection Software shall be provided to Customer as identified in the applicable Order Document between Customer and Evolv or an authorized reseller of Evolv Products (“**Reseller**”).

**2. Fees; Shipping.**

**2.1 Fees.** Fees for the Visual Gun Detection Software purchased by Customer directly from Evolv will begin accruing on the date that Customer receives an email activation from the Visual Gun Detection Software licensor (“**Omnilert**”) for the Visual Gun Detection Software (the “**Commencement Date**”).

**3. Term and Effect of Termination.**

**3.1 Term.**

(a) Evolv Visual Gun Detection - Standard. Unless provided otherwise in an Order Document, in the event that Customer purchases the Visual Gun Detection Software for stand-alone use with Existing Equipment (as defined below), the initial term for the Visual Gun Detection Software will commence on the Commencement Date and end upon the two (2) year anniversary of the Commencement Date (the “**Visual Gun Detection Initial Term**”), unless earlier terminated in accordance with the General Terms (to the extent applicable). Upon expiration of the Visual Gun Detection Initial Term, this Visual Gun Detection Product Schedule will automatically renew for additional one (1) year periods (each a “**Visual Gun Detection Renewal Term**,” and together with the Visual Gun Detection Initial Term, the “**Visual Gun Detection Term**”), unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the end of the Visual Gun Detection Initial Term or then-current Visual Gun Detection Renewal Term, as the case may be. Notwithstanding the foregoing, this Visual Gun Detection Product Schedule will remain in effect and applicable to any Visual Gun Detection Software under an Order Document that has not yet expired or terminated as of the time of the expiration or termination of the Visual Gun Detection Term in accordance with this Section.

(b) Evolv Visual Gun Detection - Upgrade. Unless provided otherwise in an Order Document, in the event that Customer (i) purchases the Visual Gun Detection Software and Express Products simultaneously; or (ii) is already under an Express Term, the Visual Gun Detection Initial Term shall be concurrent with such Express Term applicable to the Express Products, as defined in the Express Product Terms located at <https://legal.evolvtechnology.com/customers>.

**3.2 Effect of Termination.** Upon the termination of an Order Document, expiration of the Visual Gun Detection Term or termination of the General Terms (to the extent applicable), the rights granted to Customer for use of Visual Gun Detection Software under the applicable Order Document(s) will end, and Customer will immediately lose access to and lose use of such Visual Gun Detection Software.

**4. Required Equipment.**

Customer shall utilize its existing stand-alone video camera and surveillance systems (“Existing Equipment”) or purchase designated equipment from third parties as set forth in Exhibit A, attached hereto, to be used in conjunction with the Visual Gun Detection Software (collectively, “**Required Equipment**”). Such Required Equipment must meet the specifications defined in the Documentation. Customer acknowledges and agrees that Required Equipment that fails to meet such specifications may result in the Visual Gun Detection Software not operating as intended.

Customer is responsible for the operation and normal daily maintenance of the Required Equipment in connection with its ordinary course use (such as cleaning, proper location, proper environment, and causing the provision of proper utility, electrical and networking requirements). Evolv is not responsible and/or liable for any loss, theft, destruction of or damage to the Required Equipment.

Evolv, its authorized representatives, and/or Reseller (to the extent applicable) shall work with Customer to ensure that the Visual Gun Detection Software is installed on the Required Equipment.

**5. Ownership**

**5.1 Ownership of Visual Gun Detection Software.** As between Customer and Evolv, Evolv is the sole owner of the Visual Gun Detection Software and any associated Documentation and Evolv retains all right, title and ownership interest therein, including to all enhancements, upgrades, updates, modifications, corrections, derivatives, integrations related thereto and all intellectual property rights in the foregoing. The Agreement imparts no right, title, or ownership interest in the Visual Gun Detection Software or associated Documentation to Customer except for the limited right to use the Visual Gun Detection Software and associated Documentation. The Visual Gun Detection Software is protected by copyright, trade secret and other laws and international treaty provisions, and Evolv reserves all rights. The Visual Gun Detection Software and related Documentation are to be accessed and used solely with or as part of the Visual Gun Detection Products in accordance with this Visual Gun Detection Product Schedule. Customer shall not: (A) decompile, disassemble, reverse engineer, decode, adapt or attempt to reconstruct, identify, gain access or discover any source code, underlying ideas, user interface techniques or algorithms of the Visual Gun Detection Software, in whole or in part, or disclose any of

the foregoing; (B) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or use the Visual Gun Detection Software except as expressly provided herein; (C) copy, modify, adapt, translate, incorporate into or with other software or service, or create a derivative work of any part of the Visual Gun Detection Software; or (D) attempt to circumvent any user limits, timing or use restrictions that are built into the Visual Gun Detection Software.

**5.2 Ownership of Required Equipment.** Unless otherwise stated in an Order Document, as between Customer and Evolv, Customer is the sole owner of the Required Equipment and Customer retains all right, title and ownership interest and intellectual property rights therein. The Agreement imparts no right, title, or ownership interest in the Required Equipment to Evolv except for the limited right to access the Required Equipment as set forth herein.

## **6. Visual Gun Detection Professional Services.**

**6.1** If Customer, pursuant to one or more Order Documents entered into by the Parties, subscribes to Professional Services relating to the Visual Gun Detection Software (the “**Visual Gun Detection Professional Services**”), the Visual Gun Detection Professional Services Schedule shall apply, and are published at <https://legal.evolvtechnology.com/customers>, as updated from time to time.

**6.2 Limitations.** Evolv reserves the right to suspend Customer’s access to the Visual Gun Detection Software and/or refuse to perform Visual Gun Detection Professional Services, if: (i) Customer has failed to use the Visual Gun Detection Software in accordance with Documentation, this Visual Gun Detection Product Schedule and/or other procedures that Evolv has made available to Customer or generally makes available; (ii) the Visual Gun Detection Software has been used in conjunction with another customer’s or vendor’s products resulting in the need for maintenance (except for such Evolv authorized uses, evidenced in writing); (iii) Evolv or its authorized agents are not granted prompt reasonable access to the Visual Gun Detection Product location upon arrival to perform any Visual Gun Detection Professional Services; or (iv) Customer has not promptly notified Evolv and/or Reseller (to the extent applicable) of any maintenance or repair issues and the need for related Visual Gun Detection Professional Services and such maintenance or repair could have been avoided by Customer promptly notifying Evolv and/or Reseller (to the extent applicable).

## **7. Representations and Warranties; Disclaimers.**

**7.1 Customer Representations and Warranties.** In addition to and cumulative of the representations and warranties in the General Terms and/or ToU, Customer represents and warrants (i) it will use the Visual Gun Detection Software only at the Customer’s location(s) that are controlled by Customer and are agreed upon by the Parties in writing.

**7.2 Evolv Representations and Warranties.** Evolv represents and warrants that the Visual Gun Detection Software, provided it is deployed by Evolv, its authorized representatives or Omnilert, in accordance with the associated Documentation, will substantially conform to the current published version of such Documentation for one (1) year from the applicable Commencement Date (the “**Visual Gun Detection Warranty**”).

Customer’s sole and exclusive remedy, and Evolv’s sole liability, for breach of the Visual Gun Detection Warranty shall be for Evolv and/or Reseller (to the extent applicable) to perform maintenance and repair services as set forth in this Visual Gun Detection Product Schedule. The Visual Gun Detection Warranty will not apply to any Visual Gun Detection Software which Customer, or Customer’s agents, contractors or other Customer third-parties that interact with the Visual Gun Detection Software, has (i) failed to use in accordance with the Documentation; (ii) altered, except in accordance with Evolv’s written instructions; (iii) used in conjunction with another vendor’s products (except for uses authorized by Evolv in writing); or (iv) damaged by negligence, accident, abuse or misuse, which includes, but is not limited to, nonuse of a required accessory as detailed in the Documentation. Evolv shall not be responsible or liable in connection with the Visual Gun Detection Warranty or for any non-performance of maintenance and repair services by Omnilert.

### **Exhibit A** **Visual Gun Detection Products**

(a) Required Equipment: Purchased separately by Customer.

- i. Analytics processing server(s)
- ii. High-Resolution Network Security Cameras
- iii. Recommended Android Tablet(s) (for Evolv Visual Gun Detection – Upgrade only)
- iv. Available Accessories and Add-Ons

(b) Visual Gun Detection Software: The Evolv Visual Gun Detection™ Software is designed to give advanced warning when a gun is detected within view of the high-resolution network security cameras. It can be broadly deployed as a tool to reduce the threat of gun-related violence.

- i. Omnilert’s Gun Detect video analytics software platform
- ii. Evolv’s proprietary user interface and plugins