

## PRODUCT SCHEDULE

### FOR

### EVOLV EXPRESS®

This Product Schedule for Evolv Express® (the “**Express Product Schedule**”) is a part of and incorporated into the Customer General Terms (“**General Terms**”) or the Service Terms for Evolv Products (the “**Service Terms**”), to the extent applicable, and apply to your (“**Customer**”) subscription to and use of Express Products (as defined below). Capitalized terms not defined in this Express Product Schedule are as defined in the General Terms or the Service Terms.

**1. Product Description.** The “Evolv Express Products” (“**Express Products**”) available to Customer are described on Exhibit A hereto. Subject to Customer’s compliance with the General Terms or the Service Terms, this Express Product Schedule, and all associated Documentation, during the Express Term (as defined below), the Express Products shall be provided to Customer pursuant to one or more Order Documents entered into by Customer and (i) Evolv, or (ii) an authorized reseller of Evolv Products (“**Reseller**”).

#### **2. Fees; Shipping.**

**2.1 Fees.** Fees for the Express Products purchased by Customer directly from Evolv will begin accruing on the date that the Express Products are delivered to Customer’s designated location(s) as verified by the shipper (the “**Delivery Date**”). Fees for the Express Products purchased by Customer from an Evolv Partner will begin accruing on the date that the Express Products are shipped to Customer’s designated location(s) as verified by the shipper (the “**Shipping Date**”).

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

**3.1 Term.** For Customers that purchase the Express Products directly from Evolv, and unless noted otherwise on the Order Document, the initial term for the Express Products will commence on the Delivery Date and end upon the four (4) year anniversary of the Delivery Date (the “**Express Initial Term**”), unless earlier terminated in accordance with the General Terms (to the extent applicable). For Customers that purchase the Express Products from a Reseller, and unless noted otherwise on the Order Document, the initial term for the Express Products will commence on the date that the Express Products are shipped to Customer’s designated location(s) as verified by the shipper (the “**Shipping Date**”) and end upon the four (4) year anniversary of the Shipping Date (also the “**Express Initial Term**”). Upon expiration of the Express Initial Term, this Express Product Schedule will automatically renew for additional one (1) year periods (each an “**Express Renewal Term**,” and together with the Express Initial Term, the “**Express 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 Express Initial Term or then-current Express Renewal Term, as the case may be. Notwithstanding the foregoing, this Express Product Schedule will remain in effect and applicable to any Express Products under an Order Document that has not yet expired or terminated as of the time of the expiration or termination of the Express Term in accordance with this Section.

**3.2 Effect of Termination.** Upon the termination of an Order Document, expiration of the Express Term or termination of the General Terms (to the extent applicable): (a) the rights granted to Customer for use of Express Software under the applicable Order Document(s) will end, and Customer will immediately lose access to and lose use of such Express Software, and (b) as applicable, Customer will return the Express Equipment, at its cost and expense, to Evolv in as good condition as when it was delivered to Customer, ordinary wear and tear excepted. Customer will securely pack and ship the Express Equipment to Evolv at its facility and provide Evolv with proof of shipment within thirty (30) business days after the expiration or termination of the Term. If the Customer has not provided Evolv with proof that the Express Equipment has been shipped, or if Evolv has not actually received the Express Equipment within such thirty (30) day period, Evolv will invoice Customer for the value of the retained Express Equipment based on the remaining useful life of the Express Equipment as determined in Evolv’s sole discretion. After receipt of the returned Express Equipment, Evolv will evaluate its condition and invoice Customer for all repairs Evolv deems necessary and attributable to Customer to return the Express Equipment to its original condition excluding normal wear and tear. This Section does not limit the provisions of Section 4(c) of this Express Product Schedule with respect to loss, theft, destruction or damage of or to Express Equipment.

#### **4. Express Equipment.**

(a) Customer shall keep the Express Equipment in good working order and will promptly notify Evolv and/or Reseller (to the extent applicable) in the event the Express Equipment requires maintenance or repair.

(b) Customer is responsible for normal daily maintenance of the Express 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) in accordance with the Documentation and will keep sufficient records to demonstrate that Customer has performed such maintenance. Customer shall not permit any third party, except Evolv authorized agents, to maintain or repair the Express Equipment.

(c) Customer is solely responsible for all loss, theft, destruction of or damage to the Express Products (“**Equipment Events**”) provided to Customer, except to the extent due to repairs and maintenance performed by Evolv. Customer shall promptly notify Evolv and/or Reseller (to the extent applicable) of any Equipment Events and shall at Evolv’s sole option, (i) reimburse for the repair costs to return the Express Equipment to its original condition, or (ii) pay for the value of the Express Equipment based on the remaining useful life of the Express Equipment as determined in Evolv’s sole discretion, as calculated by Evolv in accordance with its standard accounting practices. Loss, theft, destruction of or damage to the Express Products shall not under any circumstances relieve Customer of any other obligation under the Agreement, including but not limited to the obligation to pay Fees.

#### **5. Ownership**

**5.1 Ownership of Express Software.** As between Customer and Evolv, Evolv is the sole owner of the Express 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 Express Software or associated Documentation to Customer except for the limited right to use the Express Software and associated Documentation. The Express Software is protected by copyright, trade secret and other laws and international treaty provisions, and Evolv reserves all rights. The Express Software and related Documentation are to be accessed and used solely with or as part of the Express Products in accordance with this Express 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 Express 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 Express 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 Express Software; or (D) attempt to circumvent any user limits, timing or use restrictions that are built into the Express Software.

**5.2 Ownership of Express Equipment.** Unless otherwise stated in an Order Document, as between Customer and Evolv, Evolv is the sole owner of the Express Equipment and any associated Documentation and Evolv retains all right, title and ownership interest and intellectual property rights therein. The Agreement imparts no right, title, or ownership interest in the Express Equipment or associated Documentation to Customer except for the limited right to use the Express Equipment and associated Documentation. Customer will keep the Express Equipment free and clear of any and all liens, charges, and encumbrances with respect to Customer's leasing, possession, use, or operation of the Express Equipment and will not sell, assign, sublease, transfer, grant a security interest in, or otherwise make any disposition of any interest in any Express Equipment. Evolv may display notice of its ownership of the Express Equipment by affixing an identifying stencil, legend, plate, sticker, or any other indicia of ownership, which may be updated by Evolv from time to time, and Customer will not alter, obscure, or remove such identification. Express Equipment is protected by patents, copyright, trade secret and other laws and international treaty provisions, and Evolv reserves all rights.

## 6. Express 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 Express Products (the "**Express Professional Services**"), the Express 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 Express Software, refuse to perform Express Professional Services and/or require the immediate return of the Express Equipment, if: (i) Customer has failed to use the Express Products in accordance with Documentation, this Express Product Schedule and/or other procedures that Evolv has made available to Customer or generally makes available; (ii) the Express Products have been altered or repaired, except by Evolv or in accordance with Evolv's written instructions; (iii) the Express Products have 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); (iv) the Express Products have been damaged by improper environment, improper location, an improper power source, lack of reasonable care, lack of use of needed accessories (e.g., external wheel attachment to move an outdoor unit), abuse, misuse, accident or negligence; (v) an indoor Express Product or specific indoor Express Product component, as specified in the Order Document or Documentation, is used in an improper environment including, but not limited to, being used outdoors; (vi) Evolv or its authorized agents are not granted prompt reasonable access to the Express Product location upon arrival to perform any Express Professional Services; or (vii) Customer has not promptly notified Evolv and/or Reseller (to the extent applicable) of any maintenance or repair issues and the need for related Express 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 or the Service Terms, Customer represents and warrants (i) it will use the Express Products only at the Customer's location(s) that are controlled by Customer and are agreed upon by the Parties in writing, and (ii) Customer will not remove Express Products from such locations without the prior written consent of Evolv and/or Reseller (to the extent applicable).

**7.2 Evolv Representations and Warranties.** Evolv represents and warrants that the Express Equipment (the "**Express Equipment Warranty**"): (a) will be free from material defects in manufacture, and (b) provided they are deployed by Evolv or its authorized representatives in accordance with the associated Documentation, will substantially conform to the current published version of such Documentation for one (1) year from the applicable Express Equipment's initial Delivery Date (for Customers that purchase Express Products directly from Evolv) or one (1) year from the applicable Express Equipment's initial Shipping Date (for Customers that purchase Express Products from a Reseller). Customer's sole and exclusive remedy, and Evolv's sole liability, for breach of the Express Equipment Warranty shall be for Evolv and/or Reseller (to the extent applicable) to perform maintenance and repair services as set forth in this Express Product Schedule. The Express Equipment Warranty will not apply to any Express Products which Customer, or Customer's agents, contractors or other Customer third-parties that interact with the Express Products, 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); (iv) damaged due to improper environment, which includes, but is not limited to, use of an improper power source or use of an indoor Express Product (as specified in the Order Document) in an outdoor environment; or (v) damaged by negligence, accident, abuse or misuse, which includes, but is not limited to, nonuse of a required accessory (e.g., use of an external wheel accessory for Express Product movement) as detailed in the Documentation.

### Exhibit A Express Products

(a) Express Equipment: The Evolv Express® is designed as a high traffic automated weapons detection system. It can be broadly deployed for

screening purposes as a tool to reduce the threat of gun-related violence.

i. Indoor System or Outdoor System

a. Includes a Transmit Tower and a Receive Tower

i. Includes two (2) alert resolution cameras

b. Single-Lane System or Dual-Lane System

c. Standard Mat or Wide Mat

ii. Wireless Tablets – two (2) per lane

a. Includes one (1) Floor Stand

b. Includes one (1) Desktop Stand

iii. Available Accessories and Add-Ons

a. Additional wired or wireless tablet with floor or desktop stand

b. Extra 90W batteries

c. 6-day battery charger

d. 1-day battery charger

e. Customized graphic panels

f. Operational Test Kit

g. Situational Awareness Cameras – two (2)

(b) Express Software:

i. Evolv Cortex AI® software platform

ii. Evolv Insights® analytics dashboard