

PRODUCT SCHEDULE

FOR

Evolv EVA™

This Product Schedule for Evolv Eva™ (the “**Eva 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**”) for Evolv Products, to the extent applicable, and apply to your (“**Customer**”) subscription to and use of Eva Application (as defined below). Capitalized terms not defined in this Eva Product Schedule are as defined in the General Terms or the Service Terms.

1. Product Description. The Evolv Eva Application (“**Eva Application**”) available to Customer are described on Exhibit A hereto. Subject to Customer’s compliance with the General Terms or the Service Terms, this Eva Product Schedule, and all associated Documentation, during the Eva Term (as defined below) the Eva Application 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; True-Up.

2.1 Fees. Fees for the Eva Application purchased by Customer directly from Evolv will begin accruing on the date that Customer is sent an email notification it can access the Eva Application (the “**Activation Date**”).

2.2 True-Up. During the Eva Term, Evolv shall be entitled to perform a “true-up” reconciliation of usage. Customer may request and Evolv shall provide a written report of such reconciliation and, to the extent applicable, Customer shall, within thirty (30) days of Evolv advising Customer of the “true-up” reconciliation, either remove any overages or execute an additional Order Document. The additional Order Document will be prorated to the end of the Eva Term and based on annual prices net any applicable discounts.

3. License Grant, Restrictions and Suspension.

3.1 License Grant. Subject to and conditioned upon Customer’s payment of Fees and Customer’s compliance with the Agreement, Evolv hereby grants Customer a limited, non-exclusive, non-sublicensable (except to End Users, as defined below), non-transferable license during the Eva Term and solely by and through its employees, staff and constituents (“**End Users**”), the quantity of which shall not exceed the number of licenses identified in the applicable Order Document(s), to download, install, access, stream, and use the Eva Application on Customer’s and End Users’ Mobile Device(s) (as defined in Section 5), strictly in accordance with the Agreement and Documentation.

3.2 License Restrictions. Customer shall not: (A) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or use the Eva Application, except as expressly provided herein or otherwise make available the Eva Application, or any features or functionality of the Eva Application, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service, *provided that* notwithstanding the foregoing, Customer may sublicense its allotment of licenses pursuant to Order Documents to its End Users; (B) copy, modify, adapt, translate, incorporate into or with another Application or service in whole or in part, or create a derivative work of any part of the Eva Application, provided that Customer may incorporate the Eva Application into or with another Application or service with Evolv’s prior written consent; (C) attempt to circumvent any user limits, timing or use restrictions that are built into the Eva Application; (D) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Eva Application, including any copy thereof; (E) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise; (F) publicly display, publicly perform, republish, download, store, or transmit any of the material on the Eva Application; (G) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Eva Application; and (H) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

3.3 License Suspension. Evolv reserves the right to suspend Customer’s access to the Eva Application if: (a) Customer fails to make payments when due and has failed to cure such non-payment within ten (10) days of Evolv giving Customer a written notice of non-payment; (b) Customer and/or any of its End Users has failed to use the Eva Application in accordance with this Agreement; or (c) the Eva Application has been used in conjunction with another customer’s or vendor’s products resulting in the need for maintenance, integration or customization (except for such Evolv authorized uses, as approved in writing by Evolv).

4. Term; Termination; Effect of Termination.

4.1 Term. Unless provided otherwise in an Order Document, the initial term for the Eva Application will commence on the Activation Date and end upon the one (1) year anniversary of the Activation Date (the “**Eva Initial Term**”), unless earlier terminated in accordance with the General Terms (to the extent applicable). Upon expiration of the Eva Initial Term, this Eva Product Schedule will automatically renew for additional one (1) year periods (each a “**Eva Renewal Term**” and together with the Eva Initial Term, the “**Eva 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 Eva Initial Term or then-current Eva Renewal Term, as the case may be. Notwithstanding the foregoing, this Eva Product Schedule will remain in effect and applicable to any Eva Application under an Order Document that has not yet expired or terminated as of the time of the expiration or termination of the Eva Term in accordance with this Section.

4.2 Termination. In addition to the termination remedies provided in the General Terms and/or Service Terms, Evolv may terminate applicable Order Document(s) at any time by giving thirty (30) days prior written notice to Customer, if Evolv ceases to support the Eva Application, which Evolv may do in its sole discretion. In the event of termination pursuant to this Section 4.2, Evolv shall issue a pro-rata refund to Customer, to the extent applicable.

4.3 Effect of Termination Upon the termination of an applicable Order Document, expiration of the Eva Term, or termination of the Agreement, the rights granted to Customer and its End Users for use of Eva Application under the applicable Order Document(s) will end, and Customer and its End Users will immediately lose access to and use of such Eva Application.

5. Mobile Device. Customer shall, and cause End Users to, provide a mobile phone device owned or otherwise controlled by Customer and/or End Users and connected to a functioning cellular service, with active and adequate Wi-Fi, cellular data, voice, video, photograph and location data capabilities enabled (collectively, a “**Mobile Device**”), to be used in conjunction with the Eva Application and in compliance with the Documentation. Customer acknowledges and agrees that any Mobile Device that fails to comply with the Documentation may result in the Eva Application not operating as intended. Evolv is not responsible or liable for any loss, theft, destruction of, or damage to a Mobile Device.

6. Ownership. As between Customer and Evolv, Evolv is the sole owner of the Eva Application 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 Eva Application or associated Documentation to Customer except for the limited right to use the Eva Application and associated Documentation in accordance with the Agreement. The Eva Application is protected by copyright, trade secret and other laws and international treaty provisions, and Evolv reserves all rights. The Eva Application and related Documentation are to be accessed and used solely in accordance with this Eva Product Schedule.

7. Representations and Warranties. In addition to and cumulative of the representations and warranties in the General Terms or the Service Terms (as the case may be), Customer represents and warrants it will only grant sublicenses to its End Users.

8. Export Regulation. The Eva Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Eva Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Eva Application available outside the US.

9. Updates. Evolv may from time to time in its sole discretion develop and provide the Eva Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. Customer agrees that Evolv has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on the Mobile Device settings, when Customer’s and its End Users Mobile Device is connected to the internet either: (a) the Eva Application will automatically download and install all available Updates; or (b) Customer and its End Users may receive notice of or be prompted to download and install available Updates. Customer and its End Users shall promptly download and install all Updates and acknowledge and agree that the Eva Application or portions thereof may not properly operate should you fail to do so. Customer and its End Users further agree that all Updates will be deemed part of the Eva Application and be subject to all terms and conditions of the Agreement.

Exhibit A

Eva Application

Eva Application: The Evolv Eva™ Application is designed to provide on-the-go security tools to improve personal safety before an incident occurs through live agent assistance, check-in functionality and other safety services. The Eva Application consists of:

- The downloadable Evolv Eva application;
- Evolv training videos for Eva Application.

