

**PRODUCT SCHEDULE  
FOR  
EVOLV EXPEDITE™**

This Product Schedule for Evolv eXpedite™ (the “**eXpedite 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 eXpedite Products (as defined below). Capitalized terms not defined in this eXpedite Product Schedule are as defined in the General Terms or the Service Terms.

- 1. Product Description.** The “Evolv eXpedite Products” (“**eXpedite Products**”) available to Customer are described on Exhibit A hereto and may include new or reconditioned eXpedite Equipment. Subject to Customer’s compliance with the General Terms or the Service Terms, this eXpedite Product Schedule, and all associated Documentation, during the subscription period specified in the applicable Order Document, including any renewal period(s) reflected in a subsequent Order Document (the “**Subscription Term**”), the eXpedite 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 (“**Evolv Partner**”).
- 2. Effect of Termination.** Upon the termination or expiration of an Order Document or the General Terms (to the extent applicable): (a) the rights granted to Customer for use of eXpedite Software under the applicable Order Document(s) will end, and Customer will immediately lose access to and lose use of such eXpedite Software, and (b) unless purchased by Customer or otherwise noted in an Order Document, Customer will return the eXpedite Equipment, at Customer’s 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 eXpedite 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 Subscription Term. If the Customer has not provided proof that the eXpedite Equipment has been shipped, or if Evolv has not actually received the eXpedite Equipment within such thirty (30) day period, Customer will be invoiced for the value of the retained eXpedite Equipment based on the remaining useful life of the eXpedite Equipment as determined in Evolv’s sole discretion. After receipt of the returned eXpedite Equipment, Evolv will evaluate its condition and Customer will be invoiced for all repairs Evolv deems necessary and attributable to Customer to return the eXpedite Equipment to its original condition excluding normal wear and tear. This Section does not limit the provisions of Section 4(c) of this eXpedite Product Schedule with respect to loss, theft, destruction or damage of or to eXpedite Equipment.
- 3. eXpedite Equipment.**
  - a.** Customer shall keep the eXpedite Equipment in good working order and will promptly notify Evolv and/or Evolv Partner (to the extent applicable) in the event the eXpedite Equipment requires maintenance or repair.
  - b.** Customer is responsible for normal daily maintenance of the eXpedite Equipment in connection with its ordinary course use (such as proper location, proper power source, proper environment, cleaning, and inspection of curtains and belt) 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 repair the eXpedite Equipment.
  - c.** Customer is solely responsible for all loss, theft, destruction of or damage to the eXpedite 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 Evolv Partner (to the extent applicable) of any Equipment Events and shall at Evolv’s sole option, (i) reimburse for the repair costs to return the eXpedite Equipment to its original condition, or (ii) pay for the value of the eXpedite Equipment based on the remaining useful life of the eXpedite 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 eXpedite 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.

#### **4. Ownership.**

**a. Ownership of eXpedite Software.** As between Customer and Evolv, Evolv is the sole owner of the eXpedite 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 eXpedite Software or associated Documentation to Customer except for the limited right to use the eXpedite Software and associated Documentation. The eXpedite Software is protected by copyright, trade secret and other laws and international treaty provisions, and Evolv reserves all rights. The eXpedite Software and related Documentation are to be accessed and used solely with or as part of the eXpedite Products in accordance with this eXpedite Product Schedule. Customer shall not: (i) 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 eXpedite Software, in whole or in part 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 use the eXpedite Software except as expressly provided herein; (iii) copy, modify, adapt, translate, incorporate into or with other software or service, or create a derivative work of any part of the eXpedite Software; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the eXpedite Software.

**b. Ownership of eXpedite Equipment.**

i. Subscription to eXpedite Equipment. In the event that Customer is subscribing to the eXpedite Equipment, as between Customer and Evolv, Evolv is the sole owner of the eXpedite 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 eXpedite Equipment or associated Documentation to Customer except for the limited right to use the eXpedite Equipment and associated Documentation. Customer will keep the eXpedite Equipment free and clear of any and all liens, charges, and encumbrances with respect to Customer's leasing, possession, use, or operation of the eXpedite Equipment and will not sell, assign, sublease, transfer, grant a security interest in, or otherwise make any disposition of any interest in any eXpedite Equipment. Evolv may display notice of its ownership of the eXpedite 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. eXpedite Equipment is protected by patents, copyright, trade secret and other laws and international treaty provisions, and Evolv reserves all rights.

ii. Purchase of eXpedite Equipment. In the event that Customer is purchasing the eXpedite Equipment and subject to the terms and conditions of the Agreement, including the timely payment of all Fees, all rights, title, and interest in and unto the eXpedite Equipment shall be conveyed and transferred to Customer. Notwithstanding the foregoing, all intellectual property rights relating thereto or embodied therein, shall be retained by Evolv. Additionally, Evolv retains the right to display its name, logo or trademarks on the eXpedite Equipment 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.

**5. Regulatory Requirements.** eXpedite Equipment includes x-ray capabilities. Every state has regulations that govern requirements for operating x-ray machinery and certain regulatory requirements cannot be assumed by Evolv. Customer shall be responsible for compliance with all such regulatory requirements not expressly assumed by Evolv in writing. This may include, without limitation, compliance with any local, state, or federal laws, regulations, and/or standards applicable to the Customer's use, operation, movement,

or maintenance of the eXpedite Equipment. While Evolv may provide assistance and/or guidance to Customer regarding any regulatory requirements, such guidance is provided "as is" with no warranty regarding accuracy or ongoing obligation to supplement.

## 6. eXpedite Professional Services.

- a. If Customer, pursuant to one or more Order Documents entered into by the Parties, subscribes to Professional Services relating to the eXpedite Products (the "**eXpedite Professional Services**"), the eXpedite Professional Services Schedule shall apply, and are published at <https://legal.evolvtechnology.com/customers>, as updated from time to time.
- b. **Limitations.** Evolv reserves the right to suspend Customer's access to the eXpedite Software, refuse to perform eXpedite Professional Services and/or require the immediate return of the eXpedite Equipment, if: (i) Customer has failed to use the eXpedite Products in accordance with Documentation, this eXpedite Product Schedule and/or other procedures that Evolv has made available to Customer or generally makes available; (ii) the eXpedite Products have been altered or repaired, except by Evolv or in accordance with Evolv's written instructions; (iii) the eXpedite 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 eXpedite 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 eXpedite Product or specific eXpedite Product component, as specified in the Order Document or Documentation, is used in an improper environment; (vi) Evolv or its authorized agents are not granted prompt reasonable access to the eXpedite Product location upon arrival to perform any eXpedite Professional Services; or (vii) Customer has not promptly notified Evolv and/or Evolv Partner (to the extent applicable) of any maintenance or repair issues and the need for related eXpedite Professional Services and such maintenance or repair could have been avoided by Customer promptly notifying Evolv and/or Evolv Partner (to the extent applicable).

## 7. Representations and Warranties; Disclaimers.

- a. **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 eXpedite 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 eXpedite Products from such locations without the prior written consent of Evolv and/or Evolv Partner (to the extent applicable).
- b. **Evolv Representations and Warranties.** Evolv represents and warrants that during the Subscription Term, the eXpedite Equipment will (i) be free from material defects in manufacture, and (ii) 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 (the "**eXpedite Warranty**").
- c. Customer's sole and exclusive remedy, and Evolv's sole liability, for breach of the eXpedite Warranty shall be for Evolv and/or Evolv Partner (to the extent applicable) to perform maintenance and repair services as set forth in this eXpedite Product Schedule. The eXpedite Warranty shall not apply to any eXpedite Products which Customer, or Customer's agents, contractors or other Customer third- parties that interact with the eXpedite 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 (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 eXpedite Product movement) as detailed in the Documentation.

### Exhibit A

#### eXpedite Products

Evolv eXpedite™ is an autonomous and high throughput threat detection system for bags. eXpedite is designed to help detect a variety of potential threats in a cluttered bag environment.

**A. eXpedite Equipment:**

- i. System
  - i. X-ray Scanner
  - ii. Power Cord
  - iii. Infeed Table (as applicable)
  - iv. Outfeed Table (as applicable)
- ii. Available Add-Ons
  - i. Storage Covers
  - ii. Light Item Bin
  - iii. Operational Test Kit
  - iv. Tunnel Guard Kit
  - v. Tablets
  - vi. Stands
  - vii. Batteries
  - viii. Battery Chargers

**B. eXpedite Software:**

- i. Control and processing software