

[Addressee]
RE: Evolv Technology - Sole Source Vendor

To whom it may concern:

This is to confirm that the Evolv Express® weapons detection system is a sole source product, developed, designed, and manufactured exclusively by the recommended supplier, Evolv Technology, in partnership with its U.S.-based contract manufacturer. Evolv Express uses a unique combination of AI software and advanced sensors to reliably detect dangerous weapons while significantly reducing nuisance alarms from harmless personal items. Evolv owns or co-owns six U.S patents around this technology and has sixteen additional pending or allowed patent applications. Since no other company makes a similar product utilizing our proven, proprietary technology, comparative performance and price competition data is not available.

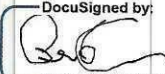
Unique performance characteristics of Evolv Express weapons detection system include:

- **10x Faster than metal detectors** Screens over 4,000 people per hour. Visitors walk side-by-side or in groups through multi-lane entrances up to eight feet wide.
- **Real-time Metallic Weapons Detection:** The Evolv machine learning Cortex AI Software Platform instantly distinguishes between threats such as a gun, and commonly carried items.
- **Frictionless Screening:** No stopping is required. No emptying pockets or removing bags. Groups of people screened simultaneously; personal items do not require removal. Visitors simply walk through naturally.
- **Targeted Searches, Reducing the Burden on Security Teams:** Security operators see a real-time image on software enabled wireless tablets showing where the potential threat is located on person being screened by system.
- **Smarter Over Time:** Stay ahead of the threat landscape. With the Evolv Cortex AI Software Platform, Express becomes more intelligent as new threat profiles are discovered.
- **Touchless Security Screening:** Due to the low nuisance alarm rate, targeted searches, and the ability to search bags the Evolv Express limits the need for guards to come in close contact with visitors and the handling of the visitor's personal items. The Evolv Express supports social distancing by limiting lines for security screening and that are typically caused by the divestiture process that is associated with traditional security screening.
- **Request for Assistance Feature:** With a simple touch from an icon on Evolv Express provided tablets, communications are sent discreetly to desired personnel via SMS text or email.

If additional information is required please contact your sales representative, Kyle Correll, at (770) 883-8044 or visit our website at www.evolvtechnology.com .

Sincerely,

Peter George
President & Chief Executive Officer

DocuSigned by:
 6/2/2022
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END USER AGREEMENT

This End User Agreement (this "**Agreement**") is a legal agreement hereby entered into by you, either an individual, Evolv or other legal entity, and its affiliates, hereafter "**Customer**" and governs Customers use of the Subscription and equipment (the "Product") currently provided or which will be provided by the original equipment manufacturer, Evolv through Reseller. By using the Products, Customer agrees to be bound by the terms, and become a party, of this Agreement.

This Agreement includes and incorporates herein all exhibits, attachments, amendments, documents, and Order Documents relating to or entered into in connection with this Agreement.

The following schedules, constitute a part of, and are incorporated into, this Agreement:

Exhibit A: Subscription Terms*
Exhibit B: Purchase and License Terms**

*If pursuant to this Agreement or an Order Document, Customer will be entering into the subscription (lease) model, the provisions of Exhibit A are incorporated into this Agreement.

**If pursuant to the Agreement or Order Document, Customer will be entering into the purchase-subscription, the provisions of Exhibit B are incorporated into this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- (a) **Documentation** means the published manuals, operating documents, instructions or other processes or directions provided to Customer regarding the use, operation, location, and maintenance of the Products.
- (b) **Reseller** means the partner of Reseller the Original Equipment Manufacturer that is delivering the Products to the Customer.
- (c) **Equipment** means the hardware or personal screening products purchased or leased by Customer, as identified in the applicable Order Document.
- (d) **Fee(s)** means the fees charged to Customer listed in the applicable Order Document.
- (e) **Order Document** means the Reseller or Reseller quote, quote document, invoice or other document evidencing the lease or sale and license of the Products to Customer.
- (f) **Original Equipment Manufacturer** means **Evolv Technology Holdings, Inc. D/B/A Evolv Technology Inc.**
- (g) **Term** has the meaning set forth in Section 8.1.
- (h) **Products** means the Equipment and Software, collectively.
- (i) **Software** means the proprietary software contained in, accompanying, or used in conjunction with the use and operation of the Equipment. For the avoidance of doubt, and as detailed in the applicable Exhibits below, the Software is never sold and cannot be licensed or accessed on a standalone basis.

2. CUSTOMER'S REPRESENTATIONS AND WARRANTIES

Customer represents and warrants as follows:

- (a) Customer has the full power, authority, and legal right to execute, deliver, and perform the terms of this Agreement.
- (b) This Agreement has been duly executed and delivered and constitutes a legal, valid, and binding obligation of Customer, enforceable in accordance with its terms.
- (c) The Products will be used in accordance with the Documentation and only in the ordinary course of Customers business by competent, qualified, trained, and authorized agents or employees.
- (d) The Products will be used only at the Customer location(s) that are controlled by Customer and that are agreed upon by the Parties in writing and Customer will not remove the Products from such locations without the prior written consent of Reseller.
- (e) Customer agrees to comply with all laws, rules, and regulations applicable to the use, operation, and maintenance of the Products.

3. RESELLER REPRESENTATIONS AND WARRANTIES

Reseller represents and warrants as follows:

- (a) Services will be provided in a competent and professional manner in accordance with generally accepted industry standards applicable to said Services.
- (b) The Products, unless otherwise specified in the applicable Order Documents, (i) will be of good workmanship and free from material defects in

manufacture; and (ii) as deployed by Reseller in accordance with the Documentation, will substantially conform to the then published Documentation for one (1) year from deployment (the "Product Warranty"). The Product Warranty will not apply to any Products which (i) Customer has failed to use in accordance with the Documentation (ii) the Products have been altered, except by Evolv or Reseller in accordance with its instructions evidenced in writing; (iii) the Products have been used in conjunction with another vendor's products resulting in the need for maintenance (except for such Reseller or Evolv authorized uses, evidenced in writing by Reseller or Evolv); (iv) the Products have been damaged by improper environment, abuse, misuses, accident or negligence.

(c) EXCEPT AS SET FORTH IN THIS SECTION 3, RESELLER AND EVOLV MAKE NO, AND DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY, AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF CUSTOM, DEALING, TRADE OR USAGE. NO STATEMENT BY EVOLV OR RESELLER'S EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE DEEMED TO BE A WARRANTY BY EVOLV OR RESELLER FOR ANY PURPOSE OR TO GIVE RISE TO ANY LIABILITY ON THE PART OF EVOLV OR RESELLER UNLESS SPECIFICALLY CONTAINED IN THIS AGREEMENT. EXCEPT AS STATED IN THIS SECTION 4, RESELLER OR EVOLV DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS WILL ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS OR THREATS THEY ARE INTENDED TO DETECT OR AVERT ((INCLUDING, BUT NOT LIMITED TO, MEDICAL DIAGNOSIS, TORTS, WEAPONS OR EXPLOSIVES DETECTION OR OTHER CRIMINAL OR TERRORIST ACTIVITIES (COLLECTIVELY, "INCIDENTS")), FUNCTION FOR THEIR INTENDED PURPOSE, MEET CUSTOMER'S NEEDS, PREVENT ANY ACTS OR INCIDENTS FROM OCCURRING OR CAUSING HARM OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S PREMISES, CUSTOMER'S EMPLOYEES OR CUSTOMER'S GUESTS, VISITORS OR OTHER THIRD PARTIES), OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE WILL BE FREE FROM ERRORS OR DEFECTS OR THAT ANY ERRORS WILL BE CORRECTED. RESELLER OR EVOLV MAKES NO GUARANTY OR WARRANTY THAT THE PRODUCTS WILL DETECT, MITIGATE, ELIMINATE, PREVENT OR AVERT INCIDENTS OR THEIR CONSEQUENCES.

4. CUSTOMER MAINTENANCE OBLIGATIONS

Customer Maintenance Obligations. Customer will comply with any Documentation provided to Customer by Evolv or Reseller regarding the use, operation, and maintenance of the Products. Customer is responsible for normal daily maintenance of the Products in connection with its ordinary course use (such as cleaning, proper location, proper environment, and causing the provision of proper electrical requirements) in accordance with the Documentation and will keep sufficient records to demonstrate that Customer has performed such maintenance. Customer is solely responsible for all loss, theft, destruction of or damage to the Products, and any repairs and maintenance except to the extent that it is due to a breach of an express warranty in Section 3 or Evolv's or Reseller's negligent acts or omissions. In such event, Customer shall promptly notify Reseller and pay for all costs, damages, and expenses arising therefrom, including without limitation, at Reseller's sole option, either (i) reimbursing Reseller for the repair costs to return the Products to pre-rental condition, or (ii) paying Reseller for the value of the Products based on the remaining useful life of the Products, as calculated by Reseller in accordance with its standard accounting practices. Loss, damage, or theft of the Products shall not under any circumstances relieve Customer of the obligation to pay the Fees to Reseller or any other obligation under the Agreement.

5. OWNERSHIP

- a) Customer acknowledges that the trademarks, service marks, trade names, and logos used by OEM in promoting its Products and services ("Evolv Marks") are the exclusive property of OEM or its affiliates and licensors.
- b) Software. Evolv owns and retains all rights, title, and interest in and to the Software, and any intellectual property rights therein including all enhancements, updates, modifications, corrections, derivatives, integrations related thereto. Customer shall not decompile, disassemble, reverse engineer, or attempt to identify or discover any source code of the Software or create a derivative work. The Software is protected by United States copyright, trade secret and other laws and international treaty provisions. The Software is licensed nonexclusively and solely for use with or as part of the Equipment during the term specified in the applicable Order. Reseller will take all reasonable measure to protect Evolv intellectual property rights in any Software. The grant of a license/sublicense or access to the Software is not a sale of Software and notwithstanding use of words such as "sale," "sell" or "purchase" herein, no rights to any software, services or

intellectual property rights are sold nor may be resold, and rights are solely licensed and sublicensed, as the case may be, and the Software cannot be licensed or accessed on a stand-alone basis.

c) **Equipment.** Customer acknowledges Evolv is the manufacturer and sole owner of the Equipment. Customer has no right, title, or ownership interest in the Equipment. The Equipment will be kept free and clear of any and all liens, charges, and encumbrances with respect to customer's possession, use, or operation of the Equipment and Customer will not sell, assign, transfer, grant a security interest in, or otherwise make any disposition of any interest in any Equipment.

(d) **Equipment Purchase.** If applicable, for Customer Purchase, Evolv conveys and transfers to Reseller's Customer all title and ownership interest in the Equipment. Evolv hereby grants to Customer the non-exclusive right to use the Software sole for the purpose of operating the Equipment during the term specified in the applicable Oder.

6. CONFIDENTIALITY

(a) The Parties agree not to permit access to or to disclose the other Party's Confidential Information any person or entity, except to its authorized employees, agents and contractors who are bound by confidentiality agreements with terms no less restrictive than those of this Section 5 and who need to use or have access to the other Party's Confidential Information in order to perform this Agreement, and neither Party may use the other Party's Confidential Information for any purpose other than to perform this Agreement. A receiving Party shall use at least the same degree of care in protecting the other Party's Confidential Information as such Party generally exercises in protecting its own proprietary and confidential information and shall inform its employees and agents having access to the Confidential Information of its confidential nature. In no event shall a Party use less than a reasonable degree of care in protecting the other Party's Confidential Information. "**Confidential Information**" includes, without limitation, all information relating to the disclosing Party's business plans, technologies, research marketing plans, customers, technology, employee and organizational information, product designs, product plans and financial information, which, when provided by one Party to the other in connection with this Agreement: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are disclosed orally or visually, identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 10 days of disclosure; or c) a reasonable person would understand to be confidential

or proprietary at the time of disclosure. Documentation and the terms of this Agreement constitute Reseller's Confidential Information. Notwithstanding the foregoing, the receiving Party shall have no obligation of confidentiality with respect to any information of the disclosing Party which the receiving Party can demonstrate by competent evidence: (a) is already known to the receiving Party at the time of disclosure; (b) is or subsequently becomes publicly available through no wrongful act of the receiving Party; (c) is rightfully disclosed or provided to the receiving Party by a third party without restriction; or (d) is developed independently by the receiving Party without use of or access to the disclosing Party's Confidential Information as shown by the receiving party's business records kept in the ordinary course.

(b) In addition to the foregoing disclosure exceptions, the receiving Party may disclose the other Party's Confidential Information to the extent required by law or court order, provided that the receiving party provides the disclosing Party reasonable advance notice of its intended disclosure to the extent permissible under applicable law, and reasonably cooperates with the disclosing party, at its request to expense, to limit or oppose the disclosure.

(c) Data. Customer acknowledges and agrees that Reseller may collect technical, performance and operational data on Customer's use of the Product and is permitted to use such data solely for Reseller's internal business purposes. The internal business purposes may include, but are not limited to, (i) improving the performance, features, and capabilities of the Products; (ii) facilitating the provision of updates, support, and other services to the Products; and (iii) creating, developing, operating, delivering, and improving the Products. Reseller may also use such technical, performance and operational data in an aggregated and/or anonymized format.

(d) DCSD is subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq). The Open Records Act allows any requesting party the right to inspect and receive copies of DCSD records, including, documents, contracts, and communications related to the normal course of business. (O.C.G.A. § 50-5-64.1(a)(3))."

(e) **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT COMPLIANCE-** If applicable, Evolv and Reseller agree to keep all student records and information obtained in a secure location preventing access by unauthorized Individuals. Evolv and Reseller further agree that any personally identifiable student Information and educational records, as defined by O.C.G.A. Title 20 and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, as well as any other confidential information of Customer that Evolv and Reseller may come in contact with, will be deemed to

have been received in confidence and will be used only for purposes of this Agreement. Without the written permission of the parent, guardian or student, if 18 years old or older, Evolv and Reseller are not to disclose to any third parties any student information including the identity of the student or the fact that the student is receiving or is eligible for its offered services. Customer will not release any educational records or personally identifiable student information to Evolv or Reseller without an appropriate and completed authorization.

7. INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

7.1 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT RESELLER SHALL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OR FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR CAUSED BY THE LOSS OF USE OF THE PRODUCTS, LOSS OF PROFITS, LOSS OF DATA OR USE OF DATA, INTERUPPTION OF BUSINESS, INCIDENTS, OR LOST REVENUES, EVEN IF RESELLER IS AWARE OF THE POSSIBILITY OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RESELLER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR REALTED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED TWO (2) TIMESTHE TOTAL FEES PAID BY CUSTOMER UNDER THE ORDER FORM UNDER WHICH LIABILITY AROSE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER EVOLV, RESELLER OR ITS PRODUCTS CAN ELIMINATE, PREVENT, OR MITIGATE, IN WHOLE OR IN PART, THE OCCURENCES OF THE EVENTS OR THREATS THAT THE PRODUCTS ARE INTENDED TO DETECT AND THAT RESELLER, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, SHALL NOT BE HELD LIABLE FOR ANY SUCH FAILURE (WHICH MAY INCLUDE WITHOUT LIMITATION, FAILURE TO DETECT THREATS, WHETHER DUE TO PRODUCT FAILURE, HUMAN ERROR, CUSTOMER'S OPERATING ENVIRONMENT, OR EXTERNAL FORCES OUTSIDE EVOLV'S OR RESELLER'S CONTROL) OR FOR NON-PRODUCTIVE TIME OR

PRODUCT DOWN TIME FOR ANY REASON, OR FOR ACTS BY THIRD PARTIES THAT CAUSE HARM OR DAMAGE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ITS PERSONNEL, CONTRACTORS, AND AGENTS, INCLUDING THOSE RESPONSIBLE FOR OPERATING THE PRODUCTS AND FOR THE SECURITY OF CUSTOMER'S PREMISES, PERSONNEL AND VISITORS.

7.2 Insurance

Customer will maintain the following minimum insurance coverages on it Order for the life of its subscription:

1. Commercial General Liability including Products Liability: \$3,000,000 each occurrence and annual aggregate
2. Worker's Compensation Statutory Employers Liability: \$1,000,000 each claim
3. Cyber Liability: \$2,000,000 each claim and annual aggregate

Customer shall maintain insurance coverage, effective as of shipment of the Products, and provide such documentation to Deployment Partner at the time of placement of the relevant Order. Such coverage will not be cancelled, changed, or modified without providing at least thirty (30) days written notice to Deployment. The insurance shall cover the Products against theft, loss, or damage to the Products for not less than the full lifetime replacement value and against personal injury and property damage related to use of the Products.

8. TERM AND TERMINATION

8.1 Term

The term of this Agreement shall be for the period commencing on the Effective Date and end upon the four (4) year anniversary of the Effective Date or expiry of the last remaining Order Term, whichever is later (the "Term"), unless earlier terminated in accordance with Section 8.2. The "Order Term" shall mean, for any given Order Document, either the Subscription Term (as defined in Section 2 of Exhibit A) or the License Term (as defined in Section 2 of Exhibit B) for the relevant Order Document between Reseller and Customer. This Agreement and any Order Document can renew upon the mutual written consent of the Parties.

8.2 Termination

Reseller may terminate this Agreement and/or any Order Document upon notice to the Customer if (i) Customer fails to cure any default or breach of this Agreement or Order Document within fifteen (15) days after Reseller gives Customer a written notice of such default or breach; (ii) Customer attempts to move, sell, transfer, assign, lease, rent, encumber, or sublet the Products without Reseller's prior written consent; (iii) Customer's violation of any applicable laws or regulations; (iv) Customer files or has filed against it a petition in bankruptcy or becomes insolvent or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver or either shall be appointed for Customer or for a substantial part of its property without its consent; or (v) Customer ceases its existence by merger, consolidation, sale of substantially all of its assets or otherwise. Neither party has the right to terminate this Agreement, or any applicable Order Document, for convenience. Notwithstanding anything to the contrary herein, this Agreement shall commence on the Effective Date. As required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of the School on December 31 of the term year but shall automatically renew on January 1 of the subsequent year.

Customer's obligation to pay for future Services is contingent upon funds for that purpose being appropriated by an authority not controlled by Customer and in accordance with applicable law. Customer represents and warrants that funds have been appropriated for the current fiscal year to cover the costs of the Services set forth in this Agreement through the end of Customer's current fiscal year. If funds are not appropriated in the future in accordance with law, then Customer may immediately terminate a portion or all of the Services. Customer shall employ all steps reasonably necessary to seek future appropriations for the Services, and Customer may not exercise its right to terminate for nonappropriation simply to substitute the Services with those of an alternative provider. Customer may not rely on nonappropriation to avoid payment for Services rendered.

9. REGULATORY COMPLIANCE

(a.) Compliance with Laws. Customer represents that it is aware of, and warrants that it shall comply with, the requirements of the U.S. Foreign Corrupt Practices Act and all applicable laws of the Territory relating to corruption, commercial bribery, and money laundering.

(b.) Compliance with Trade Controls. Customer shall comply with all applicable export control and economic sanctions laws and regulations (collectively, "Trade

Controls"), including those administered and enforced by the U.S. Department of Commerce, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and the U.S. Department of State, and including but not limited to the Export Administration Regulations ("EAR") and International Traffic in Arms Regulations ("ITAR"). Without limiting the foregoing, Reseller represents and warrants that no Product will be exported, re-exported, shipped, distributed, sold, resold, supplied, allowed access to, or otherwise transferred, directly or indirectly, without Evolv's prior written consent if (i) to a person operating, organized, or resident in a country or region subject to country-wide or territory-wide U.S. sanctions (currently, Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine) or to a person who is considered a part of the government of those countries; (ii) for any purposes prohibited by Trade Controls, including but not limited to nuclear, chemical, or biological weapons proliferation or terrorist activities; or (iii) to a person listed on any Trade Controls-related list of designated persons maintained by the U.S. government, including OFAC's List of Specially Designated Nationals and Blocked Persons and the U.S. Commerce Department's Denied Person's List or Entity List, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom, or any person 50% or more owned or controlled by any such person or persons or acting for or on behalf of such person or persons; or (iv) otherwise in violation of Trade Controls.

10. PRODUCT RECALL

In the event that any Product regulatory or governmental directive requires a Product's recall, destruction, withholding from the market, or other Product market withdrawal (each a "Product Recall"), Evolv shall bear all costs and expenses of such Product Recall unless such Product Recall provided however, that if Customer's actions or omissions caused the Product Recall, then Customer shall bear all costs and expenses of such Product Recall. If a Product Recall is the direct result of the joint acts or omissions to act of the Parties, or should it prove impossible to assign fault for such Product Recall, the Parties shall share the costs and expenses of such Product Recall equally. Notwithstanding which Party bears the cost of the Product Recall, the Parties agree to exchange all necessary documentation and information and shall reasonably assist each other in carrying out any such Product Recall. Customer shall notify and consult with Evolv, immediately upon becoming aware of the need for a Product Recall before initiating any Product Recall. Evolv shall file with the appropriate regulatory agency any Notice of Corrections and Removals or other applicable regulatory documentation with respect to any Product Recall as required by applicable law or regulation. Under this Agreement, "costs and expenses" shall include without limitation Customer notifications and destruction or return of recalled Products; but shall not include any

labor expenses of the parties' employees which shall be borne directly by the employer.

Agreement will be binding upon and enforceable only by the parties, their respective successors, and permitted assigns. Customer may not assign or transfer any interest in or obligation under this Agreement without the prior written consent of Evolv or Reseller and any attempt at assignment or transfer without such consent shall be void and of no force or effect.

11. MISCELLANEOUS

11.1 Governing Law. This Agreement is governed by and shall be interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of laws principles. The Parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of the State of Georgia and to the jurisdiction of the Superior Courts of Fulton County for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

11.2 Integration. This Agreement, together with the Exhibits and any applicable Order Documents(s), constitutes the entire agreement between the Parties relating to its subject matter, and there are no agreements or understandings between the Parties, express or implied, except as may be explicitly set forth in this Agreement.

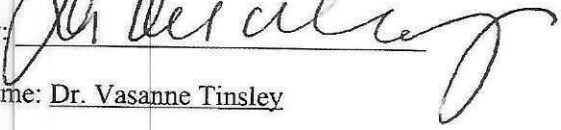
11.3 Waiver. If one Party fails to enforce a provision of this Agreement, it shall not be precluded from enforcing the same provision at another time. All rights and remedies, whether conferred hereunder, or by any other instrument or law, unless otherwise expressly stated herein, are cumulative.

11.4 Binding Agreement; No Assignment. This

11.5 Entire Agreement; Invalidity; Unenforceability. This Agreement supersedes all previous agreements, whether oral or written, with respect to its subject matter. This Agreement may only be changed in a writing signed by authorized representatives of each party. If any provision of this Agreement shall be declared invalid or unenforceable under applicable law or by a court decision, such invalidity or unenforceability shall not invalidate or render this Agreement unenforceable, but rather this Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of this Agreement, the Parties shall promptly attempt to negotiate a substitute therefor that preserves, to the fullest extent possible, the respective rights and obligations imposed on each Party under this Agreement as originally executed.

11.6 Survival. In addition to those provisions which by their nature are intended to survive any termination or expiration of this Agreement, Exhibits or any license granted hereunder, 6 (Confidentiality), 7 (Indemnification and Limitation of Liability) of this Agreement, Sections 1 (Subscription), and 3 (Ownership) of Exhibit A, and Sections 1 (License) and 3 (Ownership) of Exhibit B shall specifically survive such termination or expiration.

CUSTOMER

By: 
Name: Dr. Vasanne Tinsley

Title: Interim Superintendent

Date: 4/17/2023

Exhibit A
Subscription Terms

The terms in this Exhibit A apply to the subscription transaction model, as identified in the applicable Order Document. The subscription transaction model applies to the leasing of the Products and the provision of any Product related Services.

1. Subscription

- a. Subject to the terms and conditions of this Agreement (including the payment of all Fees by Customer to Reseller) and Documentation, during the Order Term Reseller agrees to lease to Customer the Products, as detailed in the applicable Order Documents, and Customer agrees to lease the Products from Reseller. Customer may only use the Products solely for its own internal business purposes, and solely in accordance with the Documentation.
- b. As part of the above lease, Customer is granted the non-exclusive and non-transferable right and license to access and use the Software (including the Evolv or Reseller proprietary Cortex platform, as applicable) solely for the purpose of operating the Products. This license includes ongoing upgrades and updates to the Software, delivered via secure cloud infrastructure as applicable, screening analytics and a user interface for operator interaction.

2. Subscription Term

- a. Unless otherwise specified in an Order Document, the subscription term for the Products, excluding the thermal imaging package, will begin on deployment of the Products and continue for a period of forty-eight (48) months. Unless otherwise specified in an Order Document, the subscription term for the thermal imaging package will begin on deployment of the Products and continue for a period of twenty-four (24) months.

3. Ownership

- a. As between Customer and Reseller, Evolv or Reseller is the sole owner of the Products and any associated Documentation, including all enhancements, updates, modifications, corrections, derivatives, integrations related thereto and all intellectual property rights relating therein. This Agreement imparts no right, title, or ownership interest in the Products to Customer except for the limited right to use the Products for the Order Term as expressly set forth in this Agreement. Customer will keep the Products free and clear of any and all liens, charges, and encumbrances with respect to Customer's leasing, possession, use, or operation of the Products and will not sell, assign, sublease, transfer, grant a security interest in, or otherwise make any disposition of any interest in any Products. Evolv or Reseller may display notice of its ownership of the Products by affixing an identifying stencil, legend, plate or any other indicia of ownership, and Customer will not alter, obscure, or remove such identification. If Evolv or Reseller shall so request, Customer shall execute and deliver to Evolv or Reseller such documents that Evolv or Reseller deems necessary or desirable for purposes of recording or filing to

protect the interest of Evolv or Reseller in the Products. The Products are protected by U.S. copyright, trade secret and other laws and international treaty provisions, and Evolv or Reseller reserves all rights. Upon Evolv or Reseller's request from time to time, Customer shall execute and deliver to Reseller such instruments and assurances as Reseller deems reasonably necessary for the confirmation or perfection of this Agreement and its rights hereunder.

With respect to any Software, Evolv or Reseller retains all right, title and ownership interest therein and Customer shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Software 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 otherwise use (except as expressly provided herein) the Software; (iii) copy, modify, adapt, translate, incorporate into or with other software or service, or create a derivative work of any part of the Software; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Software.

- b. Customer shall have no option to purchase or otherwise acquire title or ownership of any Products unless Evolv or Reseller grants such option pursuant to a purchase agreement in writing. For clarity, all Software is licensed solely for use with or as part of the Products and is not to be included in the aforementioned purchase agreement. Continued access and use of the Software is pursuant to an additional subscription or support agreement.

4. Termination Rights and Effect of Termination

- a. In the event of termination pursuant to Section 8.2 of the Agreement, Evolv or Reseller may take one or more of the following actions: (i) require Customer to immediately return all Products to Evolv or Reseller; or (iv) exercise any right or remedy which may be available to Evolv or Reseller under this Agreement, an Order Documents, 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 or Reseller at law or in equity. No express or implied waiver of any default shall constitute a waiver of any of Evolv or Reseller's other rights. Upon the expiration or termination of this Agreement or the applicable Order Document and Order Term, Customer will lose access to the Software and return the Products, at its cost and expense.

Purchase and License Terms

The terms in this Exhibit B apply to the purchase and purchase-subscription transaction model, as identified in the applicable Order Document. These transaction models apply to the purchase of the Equipment and licensing of the Software and the provision of any related Services.

1. Software License

a. During the Order Term, Customer is granted the non-exclusive and non-transferable right and license to access and use the Software (including the Evolv or Reseller proprietary Cortex platform, as applicable) solely for the purpose of operating the Products. This license includes the provision of ongoing upgrades and updates to the Software, delivered via secure cloud infrastructure as applicable, screening analytics and a user interface for operator interaction. The Parties agree that (i) this license grant of access and use is not a sale of Software and notwithstanding use of words such as "sale," "sell" or "purchase" in this Agreement or applicable Order Document, no rights to any software, services or intellectual property rights are sold and rights are solely licensed, as the case may be, and (ii) the Software cannot be licensed, accessed or used on a standalone basis.

2. License Term

a. Unless otherwise specified in an Order Document, the license term will begin on deployment of the Products and continue for a period of forty-eight (48) months.

3. Ownership

a. Equipment. Subject to the terms and conditions of the Agreement, including the payment of all Fees by Customer to Reseller, Customer hereby purchases the Equipment from Reseller. Reseller conveys and transfers to Customer all rights, title, and interest in and unto the Equipment, excluding all intellectual property rights relating thereto or embodied therein, which shall be retained by Evolv or Reseller. Such rights, title and liability for loss or damages shall transfer to Customer in accordance with the shipping terms stated in Section 2(d) of the Agreement. Customer shall promptly notify Reseller of any accident, harm or injury allegedly resulting from the use or operation of a Product, or any claim relating thereto.

b. Software. The Software is not sold and is licensed solely for use with or as part of the Products as per the license detailed in Section 1 of this Exhibit. With respect to such Software, Evolv or Reseller retains all right, title and ownership interest therein (including all enhancements, updates, modifications, corrections, derivatives, integrations related thereto and all intellectual property rights relating therein) and Customer shall not: (i) decompile, disassemble, reverse

engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Software or disclose any of the foregoing; (i) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use (except as expressly provided herein) the Software; (iii) copy, modify, adapt, translate, incorporate into or with other software or service, or create a derivative work of any part of the Software; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Software.

4. Termination rights and Effect of Termination

a. In the event of termination pursuant to section 8.2 of the Agreement, Evolv or Reseller may take one or more of the following actions: (i) exercise any right or remedy which may be available to Evolv or Reseller under this Agreement, 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 or Reseller at law or in equity. No express or implied waiver of any default shall constitute a waiver of any of Evolv or Reseller's other rights.

b. Upon the expiration or termination of this Agreement or the applicable Order Document and Order Term, the Software license and Services will end, and Customer will lose access to and lose use of the Software and Services. The Software license and/or Services may continue upon mutual written agreement of the Parties pursuant to a new Order Document.



Date: 10/11/2022

Client: DeKalb County Public Schools

Sales Representative: Brooks Gearhart

Engagement Manager: **Bob King**

Period of Performance: 10/11/2022 – 10/12/2026

This agreement is made effective 10/11/2022, by and between DeKalb County Public Schools of 3770 N Decatur Rd, Decatur, GA 30032 ("Client") and Alliance Technology Group, LLC of 7010 Hi Tech Drive, Hanover, Maryland 21076 ("Alliance").

DESCRIPTION OF SERVICES: As part of ongoing Client support, Alliance will provide post-installation on-site support services to DeKalb County Public Schools for Evolv weapon detection systems. If a Client ticket is created remotely by Evolv and remote troubleshooting determines an on-site visit is required (i.e. for part replacement), Alliance Technology Group will provide on-site technical and engineering personnel as necessary to ensure that the services provided are performed promptly in accordance with the terms and conditions set forth herein.

Evolv provides 24x7x365 access to its support service organization by phone or e-mail:

- E-mail: support@evolvtechnology.com
- Telephone Support: +1 (833) 673-8658

Client shall promptly notify Evolv following the discovery of an Issue. Client shall assist Evolv in troubleshooting the reported Issue by (a) appointing and training the Named Contact(s), (b) unless an Issue prevents otherwise, have the system on and operational, and (c) providing all information reasonably requested by Evolv that may be necessary to deliver remote Services. Evolv will acknowledge a call by logging a case, communicating the case ID to the Customer, and assigning a Severity Level commencement of remedial action.

Evolv will assign each Issue a severity level, based on the following criteria:

- Severity 1 (Critical) – An Equipment or Software error causing a complete breakdown of the Product, resulting in serious disruption/halt to Customer's security screening process for which no reasonable and satisfactory work-around can promptly be put in place.
- Severity 2 (Medium) – Equipment or Software error causing disruption to Customer's security screening process for which a reasonable and satisfactory work-around can be put in place.
- Severity 3 (Low) – General usage questions or cosmetic issues (e.g., programming or configuration related questions, questions relating to functionality, operability, or cosmetic problems).

Once Evolv has acknowledged the receipt of a service call and assigned a Severity Level, Evolv will work to isolate, remotely troubleshoot, remedy, and work to resolve the Issue. If Evolv is unable to perform remote diagnostics within the remote response times below, an Alliance Technology Group representative, or Authorized Representative, may be deployed to perform onsite technical support.

Evolv and Alliance will ensure that each of its employees, volunteers, or contractors entering Client grounds has undergone the same criminal background check required of Client's employees, in addition to any mandatory background check performed by Evolv. Such background checks will be done by Client at the expense of Evolv or individual employee or volunteer. Additionally, Evolv agrees that any individual charges against such persons may be deemed unacceptable in Client's discretion regardless of whether dismissed, expunged, sealed, removed from a record, treated as a "first offender" action or if the matter has not been prosecuted (nolle prosequi or dead docketed).

Included in the proposal for this project is annual onsite service and maintenance as required. Alliance will be notified by Evolv if Remote Services and Troubleshooting do not resolve the issue and will provide on-site services and support as necessary. This includes coordinating and transporting necessary OEM parts to restore functionality of the system.

Certified technicians will perform necessary on-site service in conjunction with Evolv engineers until operation of the system is restored.

This work will include the time for the service engineer to travel to/from the site. Travel, labor, and other expenses associated with on-site service and support is included.

If replacement parts are provided under warranty by the OEM, Alliance will coordinate receipt of the part(s) with the technician's visit. If the repair of the system requires additional components not covered by the OEM warranty, Alliance will invoice the Client for those parts to provide required support.

PAYMENT FOR SERVICES: Alliance Technology Group has included the services and support outlined in this agreement with the initial acquisition costs outlined in the quoted proposal. Only parts not covered by OEM under warranty and travel/time associated due to client negligence will be invoiced separately as follows.

- \$1,280.00/day or \$160.00/hour during standard business hours (0800 – 1700 Mon - Fri)
- Minimum invoice is for 4 hours
- Necessary and reasonable travel and living costs will be billed as incurred however Alliance will make every effort to use GSA per diem rates as when applicable
- Parts not covered under OEM warranty

Work is considered to be standard and routine IT modifications between the hours of 8:00 AM to 5:00 PM Monday through Friday Eastern Time excluding Alliance (federal) holidays. Any work that must be done outside of standard business hours will also be quoted/ordered/invoiced separately. Design and installation of new systems is outside the scope of this agreement and will be quoted/ordered/invoiced separately.

Payment is due within 30 days of completion of services.

EXCUSED PERFORMANCE – Alliance shall not be deemed to be in default of any provision hereof nor be liable for any damages incurred due to any delay, failure in performance, or interruption of service resulting from: acts of God, civil or military catastrophes, transportation delays, inability to obtain materials or parts from suppliers, force majeure, acts of any third parties, or for any occurrence beyond its reasonable control.

LIMITATIONS OF LIABILITY – Alliance shall not be liable to Client for special, incidental, or consequential damages in connection with services rendered, including, but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down time costs. In addition, liability with respect to property damages or personal injury (including death) to persons arising out of, or connected with, services performed under this agreement, is limited strictly to that imposed by law or twice the value of total fees paid by Client under this Agreement, whichever is greater, and there is no contract imposing any greater degree of liability on Alliance Technology Group.

Alliance shall not be liable in any event for damages sustained by Client resulting from the loss of any data stored on any equipment. Client hereby assumes complete and full responsibility for properly backing up all data from all equipment prior to any technical labor service call by Alliance Technology Group, as requested under the terms of this agreement. Client hereby waives any and all claim for, losses or damages arising from the loss of any data or software stored in/on any equipment subject to this agreement.

TERM / TERMINATION

Agreement Term. The term of this Agreement begins on the date executed by the last Party to execute below (hereinafter the "Effective Date"). The performance period for this Agreement is one (1) year from the Effective Date.

Agreement Renewal. In addition to the base period of one (1) year, there are three (3) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of Client. Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of Client at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless Client terminates this Service Agreement, by providing Alliance with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the Client, funding, and Alliance's performance subject to the other termination methods available to the Client herein. Any respective obligations of Alliance or Client hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

Additional Notes and Assumptions:

- Work will be performed under the direction and supervision of designated Client personnel.
- Assignment of a particular engineer is based upon information currently available but is subject to change based on availability.
- Client will provide access to all hardware, software, licenses, and personnel necessary to the engagement.
- Client has valid licenses for all software covered by this Service.
- Client has not voided OEM warranty
- Manufacturer provides warranted parts
- Alliance shall comply with the security requirements in effect at the time of the order, or changes that may be made through the period of performance.
- The rates and services offered within this agreement are valid for one year from the date of signature providing the date of signature is within 30 days of document date. Rates are subject to increase annually with 30 days written notice prior to the termination of the Agreement Term or subsequent Renewal Term but will not be increased by more than 10% per annum.

TERMS AND CONDITIONS

Acceptance and Use: Client will be considered to have accepted Alliance's services, including anything Alliance provides Client as part of the services when they are provided. The services are for Client's businesses' benefit only and cannot be sold or transferred to any other person without Alliance's permission in writing.

Intellectual Property: Alliance agrees that Client owns any of Client's preexisting intellectual property (and modifications or improvements) that Client supplies to Alliance for the services. Client agrees that Alliance owns Alliance's own preexisting intellectual property (and modifications or improvements) that Alliance supplies for the services, and also new intellectual property created in connection with Alliance providing services to Client. Client agrees to work with Alliance, following Alliance's instructions and at Alliance's expense, to make sure that the newly created intellectual property is owned by Alliance. If Alliance supplies intellectual property to Client when providing services, Alliance grants Client a license to use that intellectual property internally for Client's business. Client's license is fully-paid and lasts forever, provided Client complies with these terms. Client cannot transfer Client's license, and Alliance can grant the same license to others.

Confidential Information: Both parties agree not to disclose the other's confidential business information, which is: (i) any discount or price that Alliance offers Client; (ii) the contract terms between Client and Alliance; (iii) information given in writing and marked "confidential"; and (iv) information given over the phone or in person and confirmed in writing as "confidential". This obligation does not apply to: (a) information Client or Alliance receives from a third party, as long as Client or Alliance do not know that the third party is breaching confidentiality; (b) information that becomes known to the general public through no fault of the person the information was given to; (c) information that Client or Alliance has to provide by law, as long as the person providing the information gives the other person notice of this and allows them to challenge this at the other's expense; or (d) information that Client or Alliance independently develops without use of the other's confidential information. Client is subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq). The Open Records Act allows any requesting party the right to inspect and receive copies of Client records, including, documents, contracts, and communications related to the normal course of business. (O.C.G.A. § 50-5-64.1(a)(3)).

Alliance and Evolv agrees to keep all student records and information obtained in a secure location preventing access by unauthorized Individuals. Independent Contractor further agrees that any personally identifiable student Information and educational records, as defined by O.C.G.A. Title 20 and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, as well as any other confidential information of Client that Independent Contractor may come in contact with, will be deemed to have been received in confidence and will be used only for purposes of this Agreement.

Warranty: Alliance warrants that Alliance will perform the services in a good and competent way. Client must make any claim for a fault in our services in writing within 90 days of the date Alliance provided the service. Alliance may choose to put the matter right by either performing the service again to correct the fault or giving a credit or refund. This is the only warranty Alliance provides on the services. ALLIANCE DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Transferring Rights or Duties: Alliance may supply services directly to Client or utilize a trained and certified proxy. However, if Alliance does subcontract the work, this it will not change Alliance's responsibilities to Client. Client may not transfer Client's rights or duties under this Agreement to anyone else without our permission in writing. However, Alliance will not unreasonably withhold Alliance's permission.

Events Beyond Our Control: Client excuses us from breaching any term of this Agreement, other than failing to pay an amount to Client, as a result of events beyond our reasonable control. Alliance excuses Client in the same way.

Hiring of Personnel: Client agrees not to hire or solicit for employment, directly or indirectly, any of Alliance employees who have directly participated in the performance of work under the Agreement, until at least twelve (12) months after the Agreement terminates. If Client breaches this provision, Client shall promptly pay Alliance a sum equal to 100% of the employee's annual salary at the time of hiring.

Governing Law and Disputes: This Agreement will be governed by the laws of the State of Georgia, excluding, its' conflict of law rules. Any litigation arising out of or relating to this Agreement will be in the state or federal courts located in Georgia, and Client agrees to the jurisdiction and venue of those courts.

Scope of Agreement: This Agreement makes up the entire agreement between us relating to this service. This Agreement takes the place of all prior spoken or written communications and anything that places an extra obligation on us about this service. Any changes to this Agreement must be in writing and signed by Client and us.

THE PRECEEDING TERMS AND CONDITIONS GOVERN THE PERFORMANCE OF ALL ALLIANCE PROFESSIONAL SERVICES ("SERVICES") DESCRIBED ABOVE AND IN ANY STATEMENT OF WORK WHICH MAY BE ATTACHED, AND DO NOT APPLY TO ANY OTHER TRANSACTIONS, INCLUDING SALES OF EQUIPMENT OR SOFTWARE, BETWEEN YOU AND ALLIANCE.

DeKalb County School District

ALLIANCE TECHNOLOGY GROUP LLC

Dr Vasanne Tinsley
Printed Name

Dawn Mascoll
Printed Name

Interim Superintendent
Title

In-House Counsel
Title

4/17/2023

March 31, 2023

Vasanne Tinsley
Signature

Dawn Mascoll
Signature