

INTERNATIONAL PREMIER PARTNER SCHEDULE

This International Premier Partner Schedule ("**International Premier Partner Schedule**") is governed by and is incorporated into the Partner General Terms and Conditions ("**Partner General Terms**") and is entered into by and between **Evolv Technologies, Inc.**, located at 500 Totten Pond Road, Waltham, MA 02451 ("**Evolv**") and the entity identified in the preamble and/or signature block of the executed *Partner* General Terms ("**Partner**"). This International Premier Partner Schedule shall govern Partner's resale of Products (as defined below) in countries outside of USA and UK, but only if the Evolv has approved Partner to sell in such countries ("**International Territory**"). The Partner General Terms together with this International Premier Partner Schedule form the "**Agreement**". In the event of any conflict between this International Premier Partner Schedule and the Partner General Terms, this International Premier Partner Schedule shall supersede and control. This Agreement shall be effective on the date that the Partner enters into Partner General Terms and registered as a reseller with Evolv, whichever is later ("**Schedule Effective Date**"). Evolv and Partner may be referred to individually as a "Party" and collectively as the "Parties."

BY EXECUTING THE PARTNER GENERAL TERMS, REGISTERING FOR EVOLV'S PARTNER PROGRAM, REGISTERING, ACCESSING, OR USING THE PARTNER PORTAL (AS DEFINED BELOW), SUBMITTING SALES OPPORTUNITIES FOR EVOLV'S PRODUCTS AND SERVICES TO EVOLV, OR OTHERWISE AFFIRMATIVELY MANIFESTING YOUR INTENT TO BE BOUND BY THIS INTERNATIONAL PREMIER PARTNER SCHEDULE, YOU REPRESENT AND WARRANT THAT YOU AGREE TO BE BOUND BY THIS INTERNATIONAL PREMIER PARTNER SCHEDULE ON PARTNER'S BEHALF, AS WELL AS ALL OTHER AGREEMENTS REFERENCED HEREIN AND ANY FUTURE MODIFICATIONS THERETO.

AGREEMENT

1. DEFINITIONS.

"Booked" means a committed Resale Opportunity or Renewal Opportunity that has met all the necessary requirements of Evolv's accounting practices allowing Evolv to recognize the revenue in that period for such transaction.

"Fiscal Year" means the period beginning on January 1st and ending on December 31st of the same year and is not affected by the start or end date of any Order Document and/or the Agreement.

"Certified Seller" means an individual that has sufficient experience and knowledge of selling technology in weapon detection market in the allocated Territory, has good understanding and knowledge of Products and has undergone and received Evolv's sales certification. The certification process may involve demonstrating expertise with Evolv Product, adherence to ethical guidelines, fulfilment of additional training and educational requirements required by Evolv, including maintaining knowledge of the industry regulations and compliance.

"Customer" means entity that purchased or is interested in purchasing Products from the Partner. Customer is collectively prospective and current Customer.

"Discount" means the discount that Evolv extends to the Partner for Resale Opportunity of the Products. The discount shall be calculated based on the Manufacturer's Suggested Retail Price ("**MSRP**"), that Evolv publishes in the Partner Program Guide and the discount percentage identified in the Partner Portal.

"Expansion" means Customer's purchase of Products in addition to the Products that the Customer already purchased during the effective subscription as further defined in Section 6(d). For avoidance of doubt, Expansion does not include Renewal.

"Evolv Customer Terms" mean collectively, the Service Terms and applicable Product Schedule.

"Hardware" means the hardware component of the Product.

"Product" mean eXpedite, Express, and any other Evolv's products, services and solutions that Evolv develops, markets, and makes available to the Partners for resale. For clarity purposes Product shall consist of Hardware, which is purchased by the Partner, and pass

through license to the corresponding Software, and entitlement to provide repair and maintenance services and training.

"Product Schedule" means Evolv's terms and conditions that in addition to the Service Terms, governing Customer's access to and use of the Products, available at <https://legal.evolvtechnology.com/customers>.

"Services" means collectively the following services: (a) identification of Products required to meet Customer requirements, including but not limited to site survey, analysis of Customer's use and wants; (b) set up, installation, deployment, and testing of the Products and go live readiness; (c) field services and preventative maintenance services; and/or (d) break-fix services.

"Net New Opportunity" means Opportunity where the Prospective Customer is purchasing its initial subscription to Products and Services, Expansion, and Upsell.

"Net New TCVs" means Booked TCV for each Resale Opportunity, except for Renewal Opportunity. For avoidance of doubt, Net New TCVs include Net New Opportunity, Expansion, Upsell, but excludes Renewal Opportunity.

"Opportunity" means a sale of Products to new or existing Customer.

"Order Document" means quote or ordering document pursuant to which Partner may order Products from Evolv for use by the Customer. The Order Document will: description or type of Products; quantity of each Product; subscription period; Services; name of Customer; "ship to" and "bill to" address of the Customer; accounting contact of the Partner and PO requirements.

"Product Schedule" means Evolv's terms and conditions that in addition to the Service Terms, govern Customer's access to and use of the Products.

"Renewal Opportunity" means a Booked renewal of original Resale Opportunity.

"Resale Opportunity" means a sale of Products and Services to a current or Prospective Customer by the Partner.

"Service Terms" means Evolv's current license agreement and any other terms and conditions governing the access to and use of the Products made available at <https://legal.evolvtechnology.com/customers#service-terms>.

"TCV" means the aggregate amount of fees payable to Evolv for Evolv Product(s), net discounts and rebates, except for Services, ordered by the Partner from Evolv for the full subscription term set forth in the applicable Order Document, excluding any taxes, duties, shipping costs, reimbursable expenses, or third-party fees.

"Software" means the software that is licensed with the Hardware.

"Territory" means the geographic area designated in the General Terms.

"Transactional Documents" means the transactional agreement(s) that the Partner and Customer executed for the purchase of the Products.

"Unit(s)" means the hardware component of the Product.

"Upsell" is defined in Section 6(f) of this Schedule.

2. PARTNER ENROLLMENT.

As a condition to be eligible to become Evolv's reseller for International Territory, the Partner must accept this International Premier Partner Schedule. This International Premier Partner Schedule together with applicable documentation located in the Evolv's partner portal (collectively **"Partner Program Guide"**), which may be updated by Evolv from time to time, stipulates the terms and conditions applicable to Partner's resale of the Products within countries .

3. PARTNER PROGRAM OVERVIEW.

- a. **General.** Partner has the right to market, promote, sell to and solicit orders for the Products from Customers, as an independent non-exclusive reseller of, and sales representative for, the Products within the Territory during the Term, and Partner hereby accepts such appointment. Partner must contract with Evolv directly for resale of the Products to

Customer. Partner shall not make representations, warranties, and commitments to the Customer about Products, except as provided by Evolv in the Evolv Customer Terms. Partner shall not have the authority to make any representations or commitments to Customers about Products, features, or functionalities. Partner will engage in a professional and businesslike manner, and in a manner that does not damage the reputation of Evolv or Products.

- b. **Partner Benefits and Commitments.** Partner's continued membership in the Partner Program and receipt of applicable benefits, set forth herein and in the Partner Program Guide ("**Reseller Benefits**"), is subject to the Partner's compliance with all terms and conditions, obligations, and commitments, set forth herein and Partner Program Guide ("**Reseller Commitments**").
- c. **Territorial Limitation.** Reseller shall not advertise, distribute, or solicit orders for the Products outside the Territory, as set forth in the Partner General Terms, without the prior written consent of Evolv. Evolv reserves the right to reject any order for Products from Resellers outside of the Territory.
- d. **Restriction on Resale.** Partner shall not advertise, distribute, solicit orders for, or sell to Customers, located in the Territory, including to Customer that: i) are located, incorporated, or organized in Cuba, Iran, North Korea, Sudan, Syria or the Crimea region of Ukraine claimed by Russia ("**Sanctioned Countries**"), (ii) is the government of any Sanctioned Country, (iii) is a person, entity or organization located in, resident in, formed under the laws of, or owned or controlled by the government of, any Sanctioned Country, or (iv) is a Person made subject of any sanctions administered or enforced by the United States Government, including, without limitation, the list of Specially Designated Nationals ("**SDN List**") of the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), or by the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "**Sanctions**"), (v) is engaged in any transfers of goods, technologies or services (including financial services) that may assist the governments of Sanctioned Countries or facilitate money laundering or other activities proscribed by United States Law, (vi) is a person currently the subject of any Sanctions or (vii) is located, organized or resident in any Sanctioned Country. Additionally, Partner may not resell in International Territory where: (x) the Partner does not have necessary licenses to resell Products, (y) the Product is not compliant with local laws and requirements; (z) the Partner and/or the Product has not received the necessary certificates or approvals from local agencies certifying that the Product may be marketed, sold, and used in such International Territory.
- e. **Reserved Rights.** For purposes of clarity, Evolv reserves the right to (i) sell and distribute to and solicit orders from any Customer, distributor, remarketer, dealer, resellers, sales representatives or other channels, and for any purposes, within or outside the International Territory, and (ii) appoint other distributors, resellers, and sales representatives to sell the Products within or outside the International Territory.
- f. **Licenses and Permits to Resell Products.** Partner, at its own expense, will obtain all necessary permits, licenses, certificates, and all other necessary regulatory approvals (including governmental and/or technical regulations) (collectively, "**Local Authorization**") and shall comply with local laws and rules regarding the marketing, importation, distribution, sale, resale, and use of the Products within the International Territory, including any technical, electrical or other Product specific requirements (collectively "**Local Requirements**"). Furthermore, Partner agrees that it will provide any Local Authorization, required in the International Territory or otherwise obtained by the Partner, as reasonably requested by Evolv. In the event that the Product must be modified to meet the Local Authorization and/or Local Requirements, the Partner must notify Evolv of the requirements or conditions, and Evolv, at its own discretion, may modify the Products accordingly. In no event may the Partner modify or alter the Products, disconnect functionalities or features in the Product to meet the Local Requirements and/or Local Authorization. If Evolv agrees to modify the Products, the Partner shall cooperate with Evolv, and provide Evolv with the specifications and requirements, including changes required by the local governing body or law or as otherwise communicated to the Partner by the governing body overseeing the Local Requirements or any other party that has effect on obtaining the required Local Authorization, and other parameters that the Product must meet to satisfy Local Requirements and/or obtain Local Authorization.

4. RESELLER COMMITMENTS.

To maintain Partner's membership in the Partner Program, to remain eligible to receive Partner Benefits and Discounts, Partner must meet the Reseller Commitments identified below and as further set forth in the Partner Program Guide:

- a. **Certified Seller.** Partner must designate employee(s) (or as otherwise set forth in the Partner Program Guide) that shall conduct sales activities for Partner and that has met Evolv's requirements and undergone and passed Evolv's training within the period from the Effective Date as set forth in the Partner Program Guide ("**Certified Sales Representative**"). Certified Sales Representative must also have necessary knowledge of the Products, expertise and experience in a weapon detection industry, and knowledge of and access to potential customers in the assigned International Territory. The Partner must maintain at least (1) Certified Sales Representative in the International Territory during the Term of this International Premier Partner Schedule.
- b. **Required Pre-Sales Services.** Partner must designate an individual that will undergo Evolv's training on pre-sales services, demo of a unit, site survey, and how to develop a concept of operations ("**CONOPS**") and Evolv must determine that the Partner's personnel is fully trained and has the necessary skills and knowledge ("**Pre-Sales Certification**") prior to Partner reaching out to Prospective Customers. Partner's individual must obtain such Pre-Sales Certification within the initial sixty (60) days the International Premier Partner Schedule Effective Date.
- c. **Installation Services.** Partner is responsible for performing installation and deployment of the Products ("**Installation Services**") for the Customer during the term that Customer is subscribed to the Software or as otherwise set forth in this Agreement. Before Partner may perform any Installation Services, Partner must: (i) designate personnel that will undergo Evolv's Installation Services training ("**Certified Installation Personnel**"); (ii) require the designates personnel to attend Evolv's training at designated location by Evolv; and (C) demonstrate to Evolv that it is fully trained and has the necessary skills, personnel, and knowledge to perform Installation Services on its own ("**Certified Installation Partner**"). Prior to becoming Certified Installation Partner or at any time after becoming Certified Installation Partner, but only from time to time when Partner's Certified Installation Personnel is not available, the Partner may request Evolv to perform the Installation Services for Customer as a subcontractor to the Partner. Upon execution of necessary agreements between the Parties and subject to payment of fees to Evolv by the Parter, Evolv shall perform the Installation Services for the Customer on behalf of the Partner. The Partner acknowledges and agrees that it is Partner's responsibility to perform the Installation Services for the Customer.
- d. **Certified Support and Field Services.** Partner is responsible for performing ongoing technical support and field services ("**Support Services**") of the Products. Before Partner may provide Customer with Support Services, Partner must: (i) designate at least one employee or representative that will undergo Evolv's technical training in connection with each Product ("**Certified Support Personnel**"); (ii) require the designates personnel to attend Evolv's training at designated location by Evolv and (iii) demonstrate to Evolv that the Certified Support Personnel is fully trained and has the necessary skills, experience, and knowledge to provide ongoing Support Services to Customers in connection with the Products.
- e. **Demonstration Unit.** The Partner must loan a Unit from Evolv within the timeframe as set forth in the Partner Portal Guide, to demonstrate the Products to Prospective Customers ("**Demo Unit**"). The Demo Unit may not be used for resale. In the event that Partner did not loan the Demo Unit or Partner's Demo Unit is not available, Partner may loan additional Unit from Evolv subject to payment of shipping costs and any other charges that Evolv may charge Partner, at its sole discretion.
- f. **Forecasts.** Partner shall, at least thirty (30) days prior to the beginning of each calendar quarter, provide Evolv with forecasts of prospective sales (including a funnel of sales leads by likelihood and deal size and lists of Prospective Customers) of the Products by the Partner for the next six (6) months. Such forecasts shall not be binding but shall be prepared by the Partner in good faith.

5. REBATE AND OTHER PROGRAMS

Evolv may, from time to time, make available certain discounts for Products, additional benefits for Partner's benefits, allocation of MSRP for Product, and any other benefits provided by Evolv, including rebate and other programs as set forth from time to time in the

Partner Portal ("**Other Programs**"). Evolv shall notify Partner of any such Other Programs and the eligibility criteria, requirement, and other terms and conditions for Other Programs will be made available in the Partner Portal and/or Partner Guide.

6. DISCOUNT ELIGIBILITY & TYPE OF OPPORTUNITIES

a. Registered Opportunity Process & Discount

(i) *Registration Process.* Partner must register potential Opportunity in the Partner Portal prior to execution of Transactional Documents ("**Registered Opportunity**"). In order to complete the registration, the Partner must provide information about the Opportunity, including, but not limited to name of the Customer, contact of the executive sponsor at the Customer, name of the Evolv Product, subscription term and any other information requested by Evolv. Evolv may approve or reject the Registered Opportunity, at Evolv's discretion, via the Partner Portal. Upon approval of the Registered Opportunity ("**Qualified Opportunity**"), Partner and Evolv will execute an Order Document. Partner represents and warrants that Partner will provide Evolv with any assistance, support or information necessary for Evolv to Book the Qualified Opportunity.

(ii) *Discount.* Partner shall (i) manage the sales cycle (i.e. conducting demonstrations/presentations, negotiating terms, etc.), and (ii) execute Transactional Agreement with the Customer. If the Partner does not execute Transactional Agreement with the Customer within six (6) months from registration of the Opportunity, the Partner must register the Opportunity via the Partner Portal again, provided that Partner receives Evolv's prior written approval. Once Customer enters into an Order Document with the Partner for Products, the Partner becomes eligible for the Registered Opportunity Discount as set forth in the Partner Program Guide or otherwise as agreed upon with Evolv in writing. However, if the Partner does not comply with its Partner Commitments as set forth in Section 4, the Partner is only eligible to receive Partner Passthrough Discount, as set forth in the Partner Program Guide, as set forth in the Partner Program Guide.

b. Non-Registered Opportunity Process and Discount.

(i) *Process.* In the event that Partner does not register an Opportunity as set forth in the Section 6(a), the Partner must contact Evolv's sales or channel representative ("**AE**") and provide Customer name and any other information required by the AE to allocate the Opportunity in Evolv's CRM to the Partner ("**Non-Registered Opportunity**"). The Partner must (i) manage the sales cycle (i.e., conducting demonstrations/presentations, negotiating terms, etc.), and (ii) execute Transactional Agreement with the Customer within six (6) months from the date that Partner notified the AE of the Opportunity to be eligible for Non-Registered Opportunity Discount. If the Partner does not execute Transactional Agreement with the Customer within six (6) months and provided that Partner receives Evolv's written approval, the Partner must request AE to allocate the Opportunity in Evolv's CRM to the Partner again.

(ii) *Non-Registered Opportunity Discount.* Once the Customer enters into an Order Document with the Partner for Products, the Partner becomes eligible for the Non-Registered Opportunity Discount, as set forth in the Partner Program Guide or otherwise as agreed upon with Evolv in writing, which is calculated as a percentage of the TCV of the Opportunity. However, if the Partner does not comply with its Partner Commitments as set forth in Section 4, the Partner is only eligible to receive Partner Passthrough Discount, as set forth in the Partner Program Guide.

c. Renewal Opportunity.

(i) *Process.* The Partner must contact AE and provide Customer name and any other information required by the AE to allocate the Opportunity in Evolv's CRM to the Partner. The Partner must (i) manage the sales cycle (i.e., conducting demonstrations/presentations, negotiating terms, etc.), and (ii) execute a renewal Transactional Agreement with the Customer.

(ii) *Discount for Renewal Opportunity.* Once Customer enters into a renewal Order Document with the Partner for Products, the Partner becomes eligible for the Renewal Discount as set forth in the Partner Program Guide or otherwise as agreed upon with Evolv in writing, which is calculated as a percentage of the TCV of the Renewal Opportunity. The Partner is eligible for the Renewal Discount regardless of if the original Resale Opportunity was registered Opportunity or Non-Registered Opportunity. However, if the Partner does not comply with its Partner Commitments as set forth in Section 4, the Partner is only eligible to receive Partner Passthrough Discount, as set forth in the Partner Program Guide.

(iii) *Legacy Discount*. In the event that Partner has been acting as Evolv's reseller partner prior to execution of this International Premier Partner Schedule, Evolv agrees to extend to the Partner the same Discount as the Discount that Evolv and Partner agreed to for the Booked Resale Opportunity ("**Legacy Discount**") prior to the International Premier Partner Schedule Effective Date ("**Legacy Resale Opportunity**"). Notwithstanding anything to the contrary herein, the Partner shall be eligible to receive Legacy Discount for: (i) Renewal Opportunity of the Legacy Resale Opportunity; and (ii) for any additional purchase of the same Products as originally purchased by the Customer pursuant to the original Resale Opportunity ("**Legacy Expansion**").

d. Expansion. If during Customer's subscription term, the Customer purchases Evolv Product in addition to the Net New Opportunity ("**Expansion**"), Partner shall be eligible for Registered Opportunity Discount, provided that the Partner complies with the process set out in Section 6(a) of this International Premier Partner Schedule. In the event that the Partner does not comply with Section 6(a) of this International Premier Partner Schedule and/or does not register, such additional purchase as Registered Opportunity, but complies with Section 6(b), the Partner shall be eligible to receive Non-Registered Opportunity Discount. However, if the Partner does not comply with its Partner Commitments as set forth in Section 4, the Partner is only eligible to receive Partner Passthrough Discount, as set forth in the Partner Program Guide.

e. Renewal and Expansion.

(i) *Expansion*. If during or at Renewal Opportunity, Customer purchases additional Products, Partner must register such Expansion, in accordance with the process set forth in Section 6(a). If Evolv approves the Registered Opportunity for the Expansion and otherwise complies with Section 6(a), Partner shall be eligible for the Registered Opportunity Discount, but only for the Products purchased in addition to the Renewal Opportunity. However, if the Partner does not comply with Section 6(a) and/or does not register the Expansion as Registered Opportunity, but complies with Section 6(b), the Partner shall be eligible to receive Non-Registered Opportunity Discount for the Products purchased in addition to the Renewal Opportunity. However, if the Partner does not comply with its Partner Commitments as set forth in Section 4, the Partner is only eligible to receive Partner Passthrough Discount, as set forth in the Partner Program Guide.

(ii) *Renewal Discount*. In addition to the above, Partner shall also be eligible for Renewal Opportunity Discount for the Renewal Opportunity, provided that the Partner complies with the process set out in Section 6(c). However, if the Partner does not comply with its Partner Commitments as set forth in Section 4, the Partner is only eligible to receive Partner Passthrough Discount, as set forth in the Partner Program Guide.

f. Legacy Discount. In the event that prior Resale Opportunity is Legacy Resale Opportunity, and the Expansion is Legacy Expansion, then the Customer shall receive Legacy Discount. For avoidance of doubt, Legacy Discount shall not apply for Renewal Opportunity or Expansion where Customer upgraded its Products to newer generation of the same Evolv Product.

g. Upsell. If during Customer's subscription term, the Customer purchases the next generation of the same Products that the Customer purchased pursuant to prior Resale Opportunity ("**Upsell**") and the Partner complies with the process set out in Section 6(a) of this International Premier Partner Schedule, the Partner shall receive Upsell Discount. However, if the Partner does not comply with its Partner Commitments as set forth in Section 4, the Partner is only eligible to receive Partner Passthrough Tier, as set forth in the Partner Program Guide. Additionally, in the event that the Partner does not comply with the process set out in Section 6(a) of this International Premier Partner Schedule, the Partner is not eligible to receive any Discount for such Upsell.

h. Renewal of Renewal Opportunity. In the event that the Customer wishes to renew its subscription that was already renewed in the past, the Partner may be eligible for Renewal Discount, at Evolv's sole discretion, and provided that the Partner follows the process set out in Section 6(c) of this International Premier Partner Schedule. However, if the Partner does not comply with its Partner Commitments as set forth in Section 4, the Partner is only eligible to receive Partner Passthrough Discount, as set forth in the Partner Program Guide.

i. Preferred Vendor. In the event that the Reseller is a preferred vendor of Prospective Customer or if otherwise Evolv approached Partner with Resale Opportunity, the Partner shall be eligible to receive the Passthrough Discount for such Resale Opportunity.

j. Discount. Evolv agrees to sell the Products to the Partner at MSRP less applicable Discount, where both are set forth in the Partner Program Guide. However, Evolv, in good faith and upon mutual agreement with the Partner, reserves the right to increase or decrease the Discount for a specific Opportunity.

7. REQUIREMENTS FOR RESALE OF PRODUCTS & SERVICES

- a. **Placing an Orders.** In the event a Customer in the International Territory desires to purchase Products from the Partner, Partner shall provide an Order Document to Evolv that details the Customer's name and shipping location for the Products, the Customer contact, and any other information as reasonably requested by Evolv. Furthermore, all Order Documents shall be governed by the Agreement and this International Premier Partner Schedule and once submitted by Partner and accepted by Evolv, such orders are considered binding and cannot be cancelled or modified without the mutual written consent of both Parties.
- b. **Acceptance of Evolv Customer Terms By Customer.** Prior to or on the same date as Partner and Customer agree to Transactional Documents, Partner must, at its sole cost and expense, ensure that Customers agrees to the Evolv Customer Terms in writing ("**Customer Consent**") which will govern Customer's access and use of the Products. The Partner may fulfill the foregoing obligation by: (i) including a hyperlink to Evolv Customer Terms in the Transactional Documents; (ii) cause the Customer to separately execute Evolv Customer Terms; or (iii) attach Evolv Customer Terms to Partner's Transactional Documents. In order for the Customer Consent to be valid, the Customer must execute the Transactional Documents. Except for fees and payment terms, all other terms and conditions governing Customer's access and use of the Products will be governed by Evolv Customer Terms. The Partner shall provide a copy of each such Evolv Customer Terms and show evidence of Customer Consent to Evolv upon provision of Customer Consent thereof. The agreed upon fees and payment terms for Customer's purchase of the Products and Services from the Partner will be agreed between Partner and Customer in Transactional Document. Upon obtaining Customer Consent or at Evolv's request, the Partner shall provide a copy evidencing Customer's consent to or agreement with the Evolv Customer Terms. Evolv specifically objects to any term, condition, or other provision which is different from or in addition to the provisions of the Agreement and Evolv Customer Terms, which are in any Transactional Agreement, correspondence, PO, or otherwise. For purposes of clarity, the Software will be licensed and the Hardware will be sold to each Customer pursuant to Evolv Customer Terms.
- c. **Account Registration.** After execution of the Transactional Documents between the Partner and the Customer and the Order Documents between the Partner and Evolv, Partner shall notify Evolv. Unless otherwise set forth in the Partner Program Guide or communicated to Partner by Evolv, Evolv shall create workspace for the Customer and Partner shall direct and cause the Customer to complete the applicable sign-up process and account registration prior to commencing the use of the Products. If Partner has reason to believe that any Customer is making use of the Products in violation of the Agreement, Evolv Customer Terms or the intellectual property rights owned, leased, or licensed by Evolv, then Partner will promptly notify Evolv in writing of such violation or suspected violation, and cooperate with Evolv as may be reasonably required to address any such violation.
- d. **Start of Customer's Subscription Term.** Unless otherwise mutually agreed between Partner and Evolv, the Customer's subscription term to the Software shall begin thirty (30) days after the date the Hardware is shipped to the Customer's location. Unless otherwise agreed by Evolv in writing, Partner may not resell to the Customer any Products for shorter term than four (4) year subscription term. In the event that the Partner or Customer delays the shipment of the Hardware by ninety days or more, Evolv may, at its sole discretion, elect to increase the MSRP for the Products and/or Services, and unless otherwise set forth in the terms of a Rebate Program, such purchase shall be excluded from a Rebate Program.
- e. **Purchase Orders and Shipment.** Upon execution of Order Document by Evolv and Partner, Partner must immediately provide Evolv with Partner's correct PO (if applicable). Thereafter, Evolv will ship the Hardware to the location as set forth in the Order Document. The date of the shipment of the Hardware is the date of fulfillment of the Order Document by Evolv. Upon execution of Order Document, the Order Document is considered binding and cannot be cancelled or modified without the mutual written consent of both Parties.

- f. **Provision of Services by Partner.** After delivery of the Hardware, the Partner acknowledges and agrees that the Partner shall provide Installations Services and Support Services (collectively "**Partner Technical Services**") directly to the Customer and must comply with the Professional Services Schedule applicable to the purchased Product, which is made available at <https://legal.evolvtechnology.com/customers>.
- g. **Credit Approval.** Before Evolv approves the sale of Products to Prospective Customer, Evolv reserves the right to run credit report on the Prospective Customer to ensure their financial viability.
- h. **Sales Records.** Partner shall maintain adequate records regarding sales of Products, Transactional Documents, and Customer Consent with the Customer Terms. In addition, with respect to each sale by Partner, Partner will, at the end of each calendar month, provide to Evolv a report regarding all sales made in the prior month and include the information set forth in Exhibit A and supplement it with additional information that Evolv may reasonably request allowing Evolv to continue to make the Software available to the Customer or as otherwise required for the Customer to use the Products.
- i. **Breach of Evolv Customer Terms by Customer.** If a breach of any Evolv Customer Terms occurs, then Partner shall take prompt, corrective action to remedy the breach and shall, in addition, notify Evolv in writing of the breach and the corrective action taken. In the event any Customer ceases to be entitled to access and use of the Products for any reason, Partner shall take immediate action to ensure that the Customer no longer has access to and/or may not use the Products. In the event that Partner fails to take action against a Customer, Partner shall assign to Evolv, at Evolv's sole option, any rights that Partner has against such Customer for breach of the Evolv Customer Terms. Partner agrees to cooperate with Evolv in any proceeding against any third-party and/or Customer alleging breach of the Evolv Customer Terms. Partner acknowledges that a breach of the obligations set forth in this Section 7(i) shall be a material breach of the Agreement.

8. FEES, PAYMENT TERMS, & PRICING

- a. **Fees.** The fees payable by Partner to Evolv will be identified in the applicable Order Document(s). The Fees are exclusive of shipping and all applicable taxes and duties and are non-refundable. Fees will begin accruing at the commencement of subscription term, which shall start thirty (30) days after Evolv ships the Products, unless otherwise agreed by the Parties in the Order Document. All payments to Evolv are to be sent to the address specified on the Order Document. In the event that the Partner disputed any Fees, Partner must provide Evolv with written notice of any disputed charges within thirty (30) days after the invoice date or shall otherwise be deemed to have waived its right to dispute such charge.
- b. **Payment Terms.**
 - i. **Invoice.** Upon shipment of the Products, Evolv shall invoice Partner for the Fees set forth in the applicable Order Document. The invoice shall state the Fees, and any taxes or duties paid by Evolv which shall be reimbursed by Partner in accordance with the Agreement. Partner shall pay the invoice within thirty (30) days from the date of the invoice. All payments shall be in U.S. Dollars, unless otherwise agreed in writing. For the avoidance of doubt, non-payment of fees or charges by Customer to Partner will not relieve Partner of its obligation to pay Fees to Evolv.
 - ii. **Late Payments.** In the event that any payment due hereunder is overdue, then it shall be subject to interest of one and one-half percent (1.5%) per month (or, if less, the maximum allowed by applicable law), provided that Evolv notifies Partner in writing of default and provides five (5) days to cure. Evolv reserves the right to suspend access to and use of the Products and Services, including the right to continue to charge fees the until such delinquency is corrected.
- c. **Taxes.** Except for (i) any federal, state, or local taxes on or measured by the income of Evolv, which will be the sole responsibility of Evolv, and (ii) any transaction privilege, sales, or other similar excise taxes, all taxes and other charges that Evolv is required to pay to a taxing authority in connection with a purchase of and/or subscription to Products by Partner, including but not limited to property taxes assessed on the Equipment based on its location at Customer's

location(s), as applicable, shall be invoiced to Partner and Partner shall ensure that Customers agree in writing to the reimbursement of such taxes to Partner, as applicable. All VAT, local duty, or other similar taxes are the responsibility of, and are to be paid to the relevant tax authority by Partner. If any deduction or withholding is required by law, Partner will notify Evolv and will pay Evolv any additional amounts necessary to ensure that the net amount that Evolv receives, after any deduction and withholding, equals the amount Evolv would have received if no deduction or withholding had been required. Partner will provide Evolv with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority. In the event that Customer is a tax-exempt organization, Partner shall provide Evolv with the applicable tax exemption certificate.

d. **Shipping.** To the extent applicable, Products will be delivered to a mutually agreed upon location, FCA Westborough, MA (Incoterms 2020). All shipping fees will be invoiced to and paid by Partner.

e. **Price Changes.** Evolv reserves the right to amend the Pricing at any time by giving Partner a notice. In addition, upon fifteen (15) days' prior written notice to Partner, Evolv may increase Pricing at any time to account for (i) a significant increase in the cost of any raw material or component for the Product, or (ii) to account for any other significant increase in the cost to manufacture or supply the Product under the Agreement, including but not limited to the establishment or modification of a statute or regulation which increases the cost of producing the Product. Evolv may not increase Pricing of outstanding or pending Order Documents that have been executed by the Parties.

f. **Pricing of Products And Services**

i. *Maximum Retail Price Provision.* Partner acknowledges that setting prices above MSRP may adversely affect the reputation and market positioning of Products.

ii. *Customer Information.* Partner acknowledges that providing Customer contact information to Evolv is essential for maintaining effective communication channels, facilitating support, and enhancing Customer satisfaction. Therefore, Partner shall provide Evolv with accurate and up-to-date contact information for all Customers. This information shall include, but is not limited to, name, email address and phone number of a Customer contact. Evolv shall handle all Customer contact information in compliance with the General Terms.

g. **No Offset.** All payments and fees due under this International Premier Partner Schedule and any Order Document shall be promptly paid by partner irrespective of and without any withholding, set-off, counterclaim, recoupment, defense or other right which Partner may have against Evolv under the Agreement or this International Premier Partner Schedule.

h. **Records.** Each Party shall keep and maintain for three (3) years from the date of each payment hereunder complete and accurate records related to such transactions in sufficient detail to allow the payments to be confirmed and determined accurately.

i. **Audit Rights.** Evolv shall have the right, at its sole cost and expense, to have an independent third party auditor conduct during normal business hours and not more frequently than once every calendar quarter, an audit of the appropriate records of the Partner to verify the payments made under this Section 8. If the amounts owed pursuant to Section 8 are different than those reported, Partner will be invoiced for the difference. Any additional amounts owed, shall be payable within ten (10) days of such invoice. If the deficiency in such fees paid by Partner is greater than five percent (5%), then Partner shall pay Evolv's reasonable costs of conducting the audit.

9. TERM & TERMINATION

a. **Term.** The initial term of this Partner Schedule shall be forty-eight (48) months from the Schedule Effective Date, unless earlier terminated as set forth below ("**Initial Term**").

b. **Renewal.** Unless written notice of non-renewal is given at least thirty (30) days in advance of an anniversary of the Schedule Effective Date by either Party, this Agreement shall automatically renew for successive additional twelve (12)

month terms thereafter (each, a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”), subject to earlier termination as set forth below.

- c. **Suspension.** After the occurrence of a Suspension Event (as defined below), Evolv may upon not less than forty eight (48) hours prior written notice to Partner and twenty four (24) hours prior written notice to the applicable Customer, temporarily suspend or discontinue, a Customer’s use of the Product, until resolution of the issue or issues involved; provided however, that prior written notice to Partner or the applicable Customer shall not be required in the event of a Suspension Event described in (a) or (b) below. A “**Suspension Event**” means (a) Evolv’s reasonable belief that tortious or criminal or otherwise improper or prohibited activity may be associated with a Customer’s use of the Product, (b) if Partner fails to pay any amount due to Evolv within sixty (60) days of the invoice date from Evolv to Partner, (c) a Customer commits a material breach of those provisions of the Evolv Customer Terms involving the Product, and fails to cure such breach within thirty (30) days written notice to Customer by Partner of the issue or issues involved. As part of the notice required by this Section 9(c) prior to a Suspension Event, Evolv shall notify a Partner regarding the underlying facts surrounding the alleged Suspension Event and explain the rationale for providing the suspension notice.

d. **Termination.**

- i. Either Party shall have the right to terminate this International Premier Partner Schedule by providing notice upon the occurrence of the dissolution, termination of existence, cessation of its present business, insolvency, appointment of a receiver of any property of substantial value of the other Party, a common law assignment or trust mortgage for the benefit of creditors, or the filing of a petition in bankruptcy or the commencement of any proceedings under any bankruptcy or insolvency laws or any law relating to the relief of debtors, readjustment or indebtedness, reorganization, composition or extension, by or against the other Party.
 - ii. Either Party shall have the right to terminate this International Premier Partner Schedule upon the other Party’s failure to cure any material breach of any provision hereof within thirty (30) days after written notice by the non-breaching Party specifying the breach in reasonable detail and stating the non-breaching Party’s intent to terminate this Agreement if such breach is not timely cured.
 - iii. Either Party may terminate this International Premier Partner Schedule for convenience at any time by providing at least ninety (90) days prior written notice to the other Party.
 - iv. Evolv may terminate this Agreement for convenience immediately upon notice to Partner if, at any time after six (6) months from the Effective date, Partner has not entered into any Evolv Customer Terms with a Customer or there are no longer any active Customers on the Evolv Solution.
- e. **Effect of Termination.** Remedies for breach and Sections 1, 7, 8, 9, 10, and 12 shall survive. In the event of termination, Evolv may take one or more of the following actions: (i) declare all Partner’s unpaid Fees under this International Premier Partner Schedule immediately due and payable; (ii) terminate Partner’s access to and use of the Software; (iii) immediately terminate Partner’s license to resell Products, including the right to use any Evolv trademarks and logos; (iv) require Partner to transition Customer’s account to Evolv or other entity that Evolv designates; (v) require Partner to immediately cease any marketing of the Evolv Solution; (vi) each Party will return or destroy the Confidential Information of the other Party; and/or (vii) exercise any right or remedy which may be available to Evolv under the Agreement, equity or law, including the right to recover damages for breach of the Agreement. In addition, Partner 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 at law or in equity. No express or implied waiver of any default shall constitute a waiver of any of Evolv’s other rights.
- f. **Outstanding Orders, Claims, and Transition Services.** The rights of the Parties with respect to any claims against one another or payments which accrued prior to the termination date shall not be affected. In the event that Partner has ongoing contractual obligations with the Customer for services that are not Support Services, the Partner shall continue

to provide any such Support Services to the Customer in accordance with the Transactional Agreements. Prior to the termination date the Parties shall agree on a transition plan ("**Transition Plan**") which shall address provision of the following after the termination date: provision of Support Services to the Customer; communication with the Customer; and any other support that the Customer shall require, including purchase of additional Products.

10. PRODUCT MODIFICATION AND IMPROVEMENTS.

Evolv reserves all rights with respect to the Products that are not otherwise expressly granted in the Agreement. Evolv has the right to make changes to the Product, the Documentation, branding of the Products or discontinue the manufacture of any Product. Partner may not customize, modify, or have customized or modified any Product unless it obtains prior written consent of Evolv, which consent may be withheld in Evolv's sole discretion, except that, in accordance with the Documentation, Partner may create or provide instructions to Customer(s) for the design applied to the center panels of Products, which may include Evolv logo and venting holes as outlined in Documentation. Any unauthorized customization or modification of the Products will be considered a breach of the Agreement and, without limiting Evolv's termination rights described herein (i) void any warranty (if applicable); (ii) refuse to provide Professional Services to such Customer, to the extent applicable, and (ii) Evolv may charge Partner the costs and expenses to return the Products to original status.

11. INSURANCE FOR DEMO UNITS.

Every time and for the entire period that Partner has a Demo Unit on a loan, the Partner will acquire and maintain adequate full-replacement-value insurance to protect the Demo Unit against theft, loss or damage. Partner agrees to furnish applicable certificates to Evolv as proof of such insurance upon written request.

12. SCHEDULE AMENDMENTS.

This International Premier Partner Schedule explicitly references the Partner General Terms, which collectively govern all aspects not specifically addressed in this International Premier Partner Schedule. Evolv has the right to modify this International Premier Partner Schedule from time to time and may provide notice to the Partner of any material changes.

Exhibit A

Sales Report

1.Customer Name:

2.Customer Address:

3.Main Customer Contact Information:

4.Start Date of license to the Product:

5.End Date of license to the Product:

8.Payment Terms:

9.Copy of Evolv Customer Terms: *Please Attach.*

Partner will submit the above information to Evolv for each Customer by sending it to Partner's AE or Evolv's Channel Executive.