

PREMIER PARTNER SCHEDULE

This Premier Partner Schedule ("**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 Technology, 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**"). In the event of any conflict between this Premier Partner Schedule and the Partner General Terms, this Premier Partner Schedule shall supersede and control. The Partner General Terms together with this Premier Partner Schedule form the "**Agreement**". This Premier Partner Schedule 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 PREMIER PARTNER SCHEDULE, YOU REPRESENT AND WARRANT THAT YOU AGREE TO BE BOUND BY THIS 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 of time 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, fulfillment 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 Evolv's Products and/or Services from the Partner.

"**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.

"**Products**" 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 Products shall consist of hardware and corresponding software and repair and maintenance services and training.

"**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; and/or (c) field services and preventative maintenance services; (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 or any other terms and conditions governing the access to and use of the Products.

“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.

“Territory” means the geographic area designated in the General Terms.

“Transactional Documents” means the transactional agreements 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.

Pre-condition to any reseller relationship between Evolv and Partner is acceptance of this Premier Partner Schedule. This Premier Partner Schedule together with documentation located in the 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 Products. The Partner Program Guide intends to establish a framework for cooperation between the Partner and Evolv to drive market growth, enhance Customer satisfaction, and foster long-term success.

3. PARTNER PROGRAM OVERVIEW.

(a) **General.** Reseller has the right to market, promote, sell and solicit orders for the Products to the Customer, as an independent non-exclusive reseller of, and sales representative for, the Products within the Territory during the Term, and Reseller hereby accepts such appointment. Reseller may contract with Evolv directly or with any distributor for resale of the Products. Reseller may not make representations, warranties, and commitments to the Customer about Products, except as provided by Evolv in the Evolv Customer Terms. Reseller shall not have the authority to make any representations or commitments for any future Evolv’s products or features. Reseller will engage in a professional and businesslike manner, and in a manner that does not damage the reputation.

(b) **Partner Benefits and Commitments.** Participation in Evolv’s Partner Program. Reseller’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 Reseller’s compliance with all terms and conditions of the Agreement, including the compliance with the 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. Reseller may only resell Products to Customers located in countries in the Territory as identified in the Partner General Terms otherwise Evolv reserves the right to reject such order. If Reseller wishes to resell to Customers outside of the Territory, Reseller must contact Evolv and receive approval prior to issuing an Order Document to the Prospective Customer.

(d) **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 the Territory, and (ii) appoint other distributors, resellers, and sales representatives to sell the Products in the Territory.

(e) **Licenses and Permits to Resell Products.** Partner, at its own expense, will obtain all necessary permits, licenses, and all other necessary regulatory approvals (including governmental and/or technical regulations) and shall comply with local laws and rules regarding the marketing, importation, distribution, sale or use of the Products within the Territory. Furthermore, Partner agrees that it will provide any applicable certifications, as reasonably requested by Evolv. Notwithstanding the foregoing, Evolv will not be required to modify any of the Products for resale into the Territory.

4. RESELLER COMMITMENTS.

(a) **Eligibility Conditions For Tier 1 Discount.** To maintain Reseller's membership in the Partner Program, to remain eligible to receive Partner Benefits and Tier 1 Discounts, Reseller must meet the Reseller Commitments identified below (Partner Program Guide may identify additional Reseller Commitment, if any):

(i) *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 Territory. The Partner must maintain at least (1) Certified Sales Representative in the Territory during the Term of this Premier Partner Schedule.

(ii) *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 Premier Partner Schedule Effective Date.

(b) **Eligibility Conditions For Partner Benefits and Remain in Partner Program.** To maintain Reseller's membership in the Partner Program and continue to be eligible to receive Partner Benefits, Reseller must meet the requirements set forth in Section 4(a) and identified below (Partner Program Guide may require additional Reseller Commitments):

(i) *Installation Services.* Before Partner may provide Customer with services that install and deploy the Products ("**Installation Services**"), Partner must: (A) designate personnel that will undergo Evolv's installation training ("**Certified Installation Personnel**"); and (B) demonstrate to Evolv that it is fully trained and has the necessary skills, personnel, and knowledge to install and deploy the Products on its own ("**Certified Installation Partner**"). Partner acknowledges and agrees that its personnel must undergo training provided by Evolv in connection with the installation and deployment of the Products sold to Partner's first Customer. 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 must request Evolv to perform the Installation Services for Customer. Upon execution of necessary agreements between the Parties, Evolv shall perform the Installation Services for the Customer and Partner agrees to pay Evolv for the Installation Services. For avoidance of doubt, after becoming Certified Installation Partner, the Partner acknowledges and agrees that it is Partner's responsibility to perform the Installation Services for the Customer unless Partner engages Evolv to perform the Installation Services.

(ii) *Certified Support and Field Services.* Before Partner may provide Customer with ongoing technical support and field

services ("**Support Services**"), Partner must: (A) designate at least one employee that will undergo Evolv's technical training ("**Certified Support Personnel**"); and (B) demonstrate to Evolv that the employee is fully trained and has the necessary skills, experience, and knowledge to provide ongoing Support Services to Customers in connection with the Products ("**Certified Support Partner**"). Partner acknowledges and agrees that its personnel must undergo training provided by Evolv in connection with the Support Services for the Products.

(iii) *Demonstration Unit*. The Partner must procure Unit from Evolv within the timeframe as set forth in the Partner Portal Guide, to demonstrate the Product to Prospective Customers ("**Demo Unit**"). The Demo Unit may not be used for resale. In the event that Partner did not purchase Demo Unit or Partner's Demo Unit is not available, Partner may loan Unit from Evolv subject to payment of shipping costs and any other charges that Evolv may charge Partner, at its sole discretion.

(iv) *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 rebate and other programs available to Partners ("**Other Programs**") by providing a notice in the Partner Portal. The eligibility criteria, requirement, and other terms and conditions for Other Programs will be made available in the Partner Portal

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(a), the Partner is only eligible to receive Partner Passthrough Discount or Tier 2 Discount, as set forth in the Partner Program Guide or Tier 2 Discount, 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(a), the Partner is only eligible to receive Partner Passthrough Discount or Tier 2 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(a), the Partner is only eligible to receive Partner Passthrough Discount or Tier 2 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 Premier Partner Schedule, Evolv agrees to extend to the Partner the same Discount as the Discount that Evolv and Partner agreed to ("**Legacy Discount**") for the Booked Resale Opportunity prior to the 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 Premier Partner Schedule. In the event that the Partner does not comply with Section 6(a) of this 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(a), the Partner is only eligible to receive Partner Passthrough Discount or Tier 2 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(a), the Partner is only eligible to receive Partner Passthrough Discount or Tier 2 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(a), the Partner is only eligible to receive Partner Passthrough Discount or Tier 2 Discount, as set forth in the Partner Program Guide.

(iii) *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.

(f) **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 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(a), the Partner is only eligible to receive Partner Passthrough Tier or Tier 2 Discount, 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 Premier Partner Schedule, the Partner is not eligible to receive any Discount for such Upsell.

(g) **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 Premier Partner Schedule. However, if the Partner does not comply with its Partner Commitments as set forth in Section 4(a), the Partner is only eligible to receive Partner Passthrough Discount or Tier 2 Discount, as set forth in the Partner Program Guide.

(h) **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 or Tier 2 Discount for such Resale Opportunity.

(i) **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 desires to purchase Products, Partner shall be responsible for providing 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 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 (<https://legal.evolvtechnology.com/customers>, which may be modified by Evolv from time to time) to Evolv Customer Terms in the Transactional Documents with Customers; (ii) cause the Customer to separately execute Evolv Customer Terms; or (iii) include Evolv Customer Terms into Partner's Transactional Documents. In order for the Customer Consent to be valid, the Customer must execute the Transactional Documents, issue a PO against it, or accept the delivery of the Products and/or performance of the Services. 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. 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 submitted by Partner in any Transactional Agreement, correspondence, purchase order ("***PO***") or otherwise. For purposes of clarity, unless otherwise expressly set forth in the Order Document, the Products will be licensed, and not 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 direct and cause the Customers to complete the applicable account registration and sign-up process prior to commencing 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 Products and Services shall begin thirty (30) days after the date the Products are shipped to the location, identified in the Order Document or as otherwise agreed by the Parties in writing. 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. For avoidance of doubt, the terms of this Section 7(d) shall only apply to Resale Opportunities for which the Parties executed or mutually agreed upon an Order Document after the Schedule Effective Date. In the event that the Partner or Customer delays the shipment 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 Products to the location as set forth in the Order Document. The date of the shipment of the Products 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.** In the event that the Partner elects to provide Installations Services or Support Services (collectively "**Partner Technical Services**") to the Customer, Partner shall provide the Partner Technical Services, as set forth in the Transaction Documents 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 Evolv Customer Terms and sales thereunder. 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 as to which fees are payable and supplement it with additional information that Evolv might reasonably request in order to properly operate the Product for the Customer and verify the amounts due to Evolv, including without limitation the information set forth on Exhibit A.

(i) **Permits and Licenses.** Partner, at its own expense, will obtain all necessary permits and licenses to import the Products into the Territory and obtain all necessary regulatory approvals (including governmental and/or technical regulations) and comply with local laws and rules regarding the distribution, sale or use of the Products within the Territory. Furthermore, Partner agrees that it will provide any applicable certifications, as reasonably requested by Evolv. Notwithstanding the foregoing, Evolv will not be required to modify any of the Products for resale into the Territory.

(j) **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 and/or Services 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 and/or Services. In the event that Partner fails to take action against a Customer in breach of a Evolv Customer Terms, 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 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 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 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 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 48 months from the Effective Date, unless earlier terminated as set forth below (the "**Initial Term**").

(b) **Renewal.** Unless written notice of non-renewal is given at least thirty (30) days in advance of an anniversary of the 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 from Partner 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 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 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 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, rights to accrued payments and Sections 1, 7, 8, 9, 10, and 11 shall survive. In the event of termination, Evolv may take one or more of the following actions: (i) declare all unpaid Fees under this Premier Partner Schedule immediately due and payable; (ii) immediately terminate Partner's access to the Products; (iii) immediately terminate Partner's license to resell Products; (iv) require Partner to transition the Customer's account to Evolv; (vi) Partner shall immediately cease any marketing of the Evolv Solution; (vii) each Party will return or destroy the Confidential Information

of the other Party; and/or (viii) 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. Partner will be unconditionally obligated to pay for all Products and Services ordered prior to termination date. In the event that Partner has ongoing contractual obligations with the Customer for services that are not Installation Services or Support Services ("**Partner Services**"), the Partner shall continue to provide any such Partner 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 Installation Services and Support Services to the Customer; communication with the Customer; and any other support that the Customer shall require, including purchase of additional Products and Services.

10. PRODUCT MODIFICATION AND IMPROVEMENTS.

Evolv reserves all rights with respect to the Products that are not otherwise expressly granted in the Agreement. Evolv shall have the right to make changes in the Documentation or branding of the Products or discontinue the manufacture of any of the Products; provided, that, Evolv will not make material changes to Product specifications for Products delivered pursuant to outstanding Order Documents that have been placed by Partner and accepted by Evolv. Partner may not customize, modify, or have customized or modified any Product unless it obtains the 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 still include the Evolv logo and venting holes as outlined in such 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, Evolv may (i) refuse to provide Professional Services to such Customer, to the extent applicable, or (ii) charge Partner for any fees Evolv must spend to return the Products to a pre-customization or pre-modification status.

11. MISCELLANEOUS.

(a) **Insurance for Demo Unit.** 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.

(b) **Modifications.** This Premier Partner Schedule explicitly references the Partner General Terms, which collectively govern all aspects not specifically addressed in this Premier Partner Schedule. Evolv has the right to modify this 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:
6. Payment Terms:

7. Copy of Evolv Customer Terms: [Attached].

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