

MASTER AGREEMENT

This Master Agreement (“**Agreement**”), is entered into and effective as of August 1st, 2022 (“**Effective Date**”), by and between Greensboro Coliseum Complex with principal offices at 1921 W. Gate City Blvd., Greensboro, NC 27403 (“**Customer**”), and Security Detection, Inc, a Massachusetts corporation, with offices at 161 Kuniholm Drive, Holliston, MA 01746 (“**Security Detection**”). Security Detection, Inc. and Customer are hereinafter sometimes referred to individually as a “**Party**” and collectively as “**Parties**”.

This is a master agreement under which Customer may procure the Products and related Services from Security Detection, Inc. under one or more Order Documents, all as defined below.

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

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

Exhibit A:	Price list
Exhibit B:	Equipment Terms
Exhibit C:	Software Terms
Exhibit D:	Security Detection Services

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

1. DEFINITIONS

- (a) **Documentation** means the published manuals, operating documents, instructions and/or other processes or directions provided to Customer by Security Detection, Inc. regarding the use, operation, and maintenance of the Products.
- (b) **Equipment** means the hardware or personal screening products purchased or leased by Customer, as identified in the applicable Order Document, which may include Evolv Express®, and any related accessories.
- (c) **Fee(s)** means the fees for the purchase or lease of Equipment and subscription to the Software and Services, charged to Customer as listed in Exhibit A and identified in the applicable Order Document.
- (d) **Implementation Date** has the meaning set forth in Section 2(a).
- (e) **Order Document** means the Security Detection, Inc. quote, or other generated document, attached hereto as Exhibit A-1 or, for additional future orders, a subsequent Security Detection, Inc. quote or other originated document, signed by Customer, evidencing subsequent transactions of the Products to Customer.
- (f) **Order Term** has the meaning set forth in Section 8.1.
- (g) **Products** means the Equipment and Software, collectively.
- (h) **Software** means the proprietary software contained in, accompanying, or used in conjunction with the use and operation of the Equipment, which may include the Evolv physical platform, the Evolv Cortex AI™ Platform, the Evolv Insights™ Analytics platform, MyEvolv Portal, or any other generally available software applications identified in an Order Document, as applicable. For the avoidance of doubt, and as detailed in Exhibit C, the Software is never sold and cannot be licensed or accessed on a standalone basis.
- (i) **Services** means the support and maintenance, implementation, deployment and training services for the Products and performed by Security Detection or its authorized representatives, pursuant to Section 5 and Exhibit D of this Agreement.

2. FEES, PAYMENT TERMS, TAXES, SHIPPING

- (a) **Fees and Payments.** The Fees for the Products and related Services will be identified on Exhibit A or in the applicable Order Documents and are non-refundable. Fees will be invoiced annually in advance and Customer will pay such Fees within thirty (30) days of the applicable invoice date. The applicable Fees will begin accruing, and the first invoice will be sent, on the Implementation Date. The “Implementation Date” shall mean the earlier of (i) the date the Product(s) is implemented at Customer’s location, pursuant

to Security Detection's standard procedure detailed in Section 3(a) of Exhibit D, or (ii) thirty (30) days from the Effective Date. Customer will make all payments to Security Detection, Inc. for the Fees in the amounts and at the times specified in the applicable Order Documents and in this Section 2. All payments to Security Detection, Inc. will be at the address (physical and/or virtual) specified in the Order Documents or at such other place specified by Security Detection, Inc. in writing. Commencing upon the start of year two of the Order Term, and on an annual basis thereafter, the Fees will be adjusted annually by an amount equal to the Consumer Price Index based on the U.S. Consumer Price Index published by the U.S. Bureau of Labor Statistics for the applicable preceding twelve-month period. Late payments will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate allowed under applicable law. Customer must provide Security Detection, Inc. with written notice of any disputed charges within thirty (30) days after the invoice date or shall be deemed to have waived its right to dispute such charge.

(b) Taxes. Except for (i) any federal, state, or local taxes on or measured by the income of Security Detection, Inc., which will be the sole responsibility of Security Detection, and (ii) any transaction privilege, sales, or other similar excise taxes (which will be separately itemized on each applicable invoice submitted by Security Detection to Customer to be paid by Customer), all taxes and other charges that Security Detection is required to pay to a taxing authority shall be separately invoiced to Customer. All VAT, local duty, or other similar taxes are the responsibility of, and are to be paid to the relevant tax authority by, Customer. If any deduction or withholding is required by law, Customer will notify Security Detection and will pay Security Detection any additional amounts necessary to ensure that the net amount that Security Detection receives, after any deduction and withholding, equals the amount Security Detection would have received if no deduction or withholding had been required. Additionally, Customer will provide Security Detection with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

(c) **NO OFFSET. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL PAYMENTS AND FEES DUE UNDER THIS AGREEMENT AND ANY ORDER DOCUMENT SHALL BE PROMPTLY PAID BY CUSTOMER IRRESPECTIVE OF AND WITHOUT ANY WITHHOLDING, SET-OFF, COUNTERCLAIM, RECOUPMENT, DEFENSE OR OTHER RIGHT WHICH CUSTOMER MAY HAVE AGAINST SECURITY DETECTION, INC. UNDER THIS OR ANY OTHER AGREEMENT. CUSTOMER ACKNOWLEDGES THAT ITS OBLIGATION TO PAY ANY AND ALL FEES ARE ABSOLUTE AND UNCONDITIONAL.**

(d) Shipping. The Products will be delivered to a mutually agreed upon location. Shipping fees will be added to the first invoice paid by Customer. Unless specified in an Order Document, the Products will be delivered FCA Westborough, MA (Incoterms 2020).

3. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants as follows:

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

4. SECURITY DETECTION REPRESENTATIONS AND WARRANTIES

Security Detection represents and warrants as follows:

- (a) Security Detection has full power, authority, and legal right to execute, deliver, and perform the terms of this Agreement.
- (b) This Agreement has been duly executed and delivered and constitutes a legal, valid, and binding obligation of Security Detection, enforceable in accordance with its terms.
- (c) Security Detection will provide the Services in a competent and professional manner in accordance with generally accepted industry standards applicable to said Services.

(d) The Products (i) will be free from material defects in manufacture and (ii) provided they are deployed by Security Detection or its authorized representatives in accordance with the Documentation, will substantially conform to the current published Documentation for one (1) year from the applicable Products' initial Implementation Date (the "Product Warranty"). Customer's sole and exclusive remedy, and Security Detection's sole liability, for breach of any of the warranties in this Section 4(d) shall be for Security Detection to perform maintenance and repair services as set forth in Section 5(c). The Product Warranty will not apply to any Products which Customer, or Customer's agents, contractors or other Customer third-parties that interact with the Products, has (i) failed to use in accordance with the Documentation; (ii) altered, except in accordance with manufacturer's written instructions; (iii) used in conjunction with another vendor's products resulting in the need for maintenance (except for uses authorized by Security Detection in writing); (iv) damaged due to improper environment, which includes, but is not limited to, use of an improper power source or use of an indoor Product (as specified in the Order Document) in an outdoor environment; or (v) damaged by negligence, accident, abuse or misuse, which includes, but is not limited to, nonuse of a required accessory (e.g., use of an external wheel accessory for Product movement) as detailed in the Documentation.

(e) Third Party Elements will be free of defects in material and workmanship for a period of one (1) year from their Implementation Date.

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

5. SERVICES; CUSTOMER MAINTENANCE OBLIGATIONS; LIMITATIONS

(a) Services. The Services for the Products begin on the Implementation Date. A full description of the Services is set forth in Exhibit D.

(b) Customer Maintenance Obligations. Customer will comply with all Documentation provided to Customer by Security Detection. Customer shall keep the Products in good working order and will immediately notify Security Detection, pursuant to Exhibit D, in the event the Products require maintenance or repair. Customer is responsible for normal daily maintenance of the Products in connection with its ordinary course use (such as cleaning, proper location, proper environment, and causing the provision of proper electrical requirements) in accordance with the Documentation and will keep sufficient records to demonstrate that Customer has performed such maintenance. Customer shall not permit any third party, except Security Detection authorized agents, to maintain or repair the Products.

(c) Security Detection Maintenance Obligations. Except as set forth in Section 5(b) and 5(d), Security Detection shall be responsible for providing the Services during the Order Term, and Customer shall permit Security Detection to have access to the Products at the Customer's location to provide such Services, as needed. If the Products experience a breakdown due to breach of an express warranty in Section 4(d), and such breakdown cannot be addressed through the Services, Security Detection shall at its option and expense repair or replace the non-conforming Products.

(d) Notwithstanding the foregoing, Customer is solely responsible for all loss, theft, destruction of or damage to the Products, and any related repairs and maintenance except to the extent that it is due to a breach of an express warranty in Section 4 or Security

Detection's negligent acts or omissions. In such event, Customer shall promptly notify Security Detection and pay Security Detection for all costs, damages, and expenses arising therefrom, including without limitation, at Security Detection's sole option, either (i) reimbursing Security Detection for the repair costs to return the Products to pre-rental condition, or (ii) paying Security Detection for the value of the Products based on the remaining useful life of the Products, as calculated by Security Detection in accordance with its standard accounting practices. Loss, damage, or theft of the Products shall not under any circumstances relieve Customer of the obligation to pay the Fees to Security Detection or any other obligation under the Agreement.

(e) **Limitations.** Security Detection reserves the right to charge additional fees, or refuse to perform any Services contemplated under this Agreement, if: (i) Customer has failed to use the Products in accordance with the Documentation or other procedures that Security Detection has made available to Customer or generally makes available to purchasers; (ii) the Products have been altered or repaired, except by Security Detection or Evolv or in accordance with Security Detection written instructions; (iii) the Products have been used in conjunction with another Customer's or vendor's products resulting in the need for maintenance (except for such Security Detection authorized uses, evidenced in writing); (iv) the Products have been damaged by improper environment, improper location, an improper power source, lack of reasonable care, lack of use of needed accessories (e.g., external wheel attachment to move an outdoor unit), abuse, misuse, accident or negligence; (v) an indoor Product or specific indoor Product component, as specified in the Order Document or applicable Documentation, is used in an improper environment including, but not limited to, being used outdoors; (vi) Security Detection is not granted prompt reasonable access to the Product location upon arrival to perform any Services; or (vii) Customer has not promptly notified Security Detection of any maintenance or repair issues and the need for related Services and such maintenance or repair could have been avoided by Customer promptly notifying Security Detection.

6. CONFIDENTIALITY

(a) The Parties agree not to permit access to or disclose the other Party's Confidential Information to any person or entity, except to its authorized employees, agents and contractors who are bound by confidentiality agreements with terms no less restrictive than those of this Section 6 and who need to use or have access to the other Party's Confidential Information in order to perform this Agreement, and neither Party may use the other Party's Confidential Information for any purpose other than to perform this Agreement. A receiving Party shall use at least the same degree of care in protecting the other Party's Confidential Information as such Party generally exercises in protecting its own proprietary and confidential information and shall inform its employees and agents having access to the Confidential Information of its confidential nature. In no event shall a Party use less than a reasonable degree of care in protecting the other Party's Confidential Information. "**Confidential Information**" includes, without limitation, all information relating to the disclosing Party's business plans, technologies, research marketing plans, customers, technology, employee and organizational information, product designs, product plans and financial information, which, when provided by one Party to the other in connection with this Agreement: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are disclosed orally or visually, identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 30 days of disclosure; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure. Documentation, Order Documents, pricing, discounting, and the terms of this Agreement constitute Security Detection's Confidential Information. Notwithstanding the foregoing, the receiving Party shall have no obligation of confidentiality with respect to any information of the disclosing Party which the receiving Party can demonstrate by competent evidence: (a) is already known to the receiving Party at the time of disclosure; (b) is or subsequently becomes publicly available through no wrongful act of the receiving Party; (c) is rightfully disclosed or provided to the receiving Party by a third party without restriction; or (d) is developed independently by the receiving Party without use of or access to the disclosing Party's Confidential Information as shown by the receiving party's business records kept in the ordinary course. Confidentiality is subject to North Carolina Public information laws.

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

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

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 Indemnification

(a) Customer shall indemnify, defend and hold Security Detection harmless from and against all losses, damages, fines, penalties, liability, claims, demands, judgments and the costs and expenses incident thereto (including reasonable attorney fees) (“Losses”) any third party suit or claim (“Claim”) arising out of or in connection with (i) Customer’s (or its subcontractor’s, agent’s, officer’s, director’s, customer’s representative’s or employee’s) use, operation, possession, purported ownership, or control of the Products (including without limitation Losses relating to property damage, theft, personal injury, and death) or (ii) Customer’s violation of any applicable law, regulation, or standard.

(b) Security Detection shall indemnify, defend and hold Customer harmless from and against all Losses caused by a Claim alleging that Customer’s authorized use of the Products infringes any U.S. patent, or other proprietary right of such third party. Security Detection may, at its option and expense, (i) replace the Products with compatible non-infringing Products; (ii) modify the Products so that they are non-infringing; (iii) procure the right for Customer to continue using the Products; or (iv) if the foregoing options are not reasonably available, terminate the applicable Order Document and refund Customer the unused portion of the Fees paid in respect of the applicable Products, prorated to cover the period from the date Customer was unable to use the Products due to such Claim through the end of then-current applicable Order Term.

(c) Security Detection shall have no obligation to Customer with respect to any Claim if such Claim existed prior to the Effective Date or such Claim is based upon (i) Customer’s use of the Products in a manner not expressly authorized by this Agreement or Documentation, (ii) the combination, operation, or use of the Products with third party material, if Customer’s liability would have been avoided in the absence of such combination, use, or operation, or (iii) modifications to the Products other than as authorized in writing by Security Detection.

(d) The foregoing indemnification obligations of each indemnifying party will be dependent on the indemnified party: (i) providing the indemnifying party with prompt written notice of a Claim; (ii) permitting the indemnifying party to control the defense and settlement of the Claim; (iii) providing the indemnifying party with reasonable information and assistance for the defense or settlement of the action; and (iv) using all commercially reasonable efforts to mitigate any loss, damage or costs related to the Claim. The indemnifying party will not enter into any settlement or compromise of any Claim (unless such settlement or compromise: (i) is full and final with respect to the Claim; (ii) does not obligate the indemnified party to act or to refrain from acting in any way; (iii) does not contain an admission of liability on the part of the indemnified party; (iv) dismisses the Claim with prejudice; and (v) is subject to confidentiality, such that no party may disclose the terms of the settlement or compromise without the indemnified party’s prior written consent) without the indemnified party’s prior written approval.

(e) THIS SECTION 7.1 STATES THE ENTIRE LIABILITY OF SECURITY DETECTION WITH RESPECT TO THE INFRINGEMENT OF ANY COPYRIGHTS, PATENTS, OR OTHER INTELLECTUAL PROPERTY RIGHTS RELATED TO THE PRODUCTS OR ITS USE.

7.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT SECURITY DETECTION SHALL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OR FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR CAUSED BY THE LOSS OF USE OF THE PRODUCTS, LOSS OF PROFITS, LOSS OF DATA OR USE OF DATA, INTERRUPTION OF BUSINESS, INCIDENTS (AS DEFINED IN SECTION 4(F)), OR LOST REVENUES, EVEN IF SECURITY DETECTION IS AWARE OF THE POSSIBILITY OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SSECURITY DETECTION’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO SECURITY DETECTION UNDER THE ORDER FORM UNDER WHICH LIABILITY AROSE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER SECURITY DETECTION OR ITS PRODUCTS CAN ELIMINATE, PREVENT, OR MITIGATE, IN WHOLE OR IN PART, THE OCCURRENCES OF THE EVENTS OR THREATS THAT THE PRODUCTS ARE INTENDED TO DETECT (INCLUDING, BUT NOT LIMITED TO, INCIDENTS AS DEFINED IN SECTION 4(F)) AND THAT SECURITY DETECTION, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, SHALL NOT BE HELD LIABLE FOR ANY SUCH FAILURE (WHICH MAY INCLUDE WITHOUT LIMITATION, FAILURE TO DETECT THREATS, WHETHER DUE TO PRODUCT FAILURE, HUMAN ERROR, CUSTOMER’S OPERATING ENVIRONMENT, OR EXTERNAL FORCES OUTSIDE SECURITY DETECTION’S CONTROL) OR FOR NON-PRODUCTIVE TIME OR PRODUCT DOWN TIME FOR ANY REASON, OR FOR ACTS BY THIRD PARTIES THAT CAUSE HARM OR DAMAGE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ITS PERSONNEL, CONTRACTORS, AND AGENTS, INCLUDING THOSE RESPONSIBLE FOR OPERATING THE PRODUCTS AND FOR THE SECURITY OF CUSTOMER’S PREMISES, PERSONNEL, AND VISITORS.

8. TERM AND TERMINATION

8.1 Term

The term of this Agreement shall be for the period commencing on the Effective Date and end upon the four (4) year anniversary of the Effective Date or expiry of the last remaining Order Term, whichever is later (the “**Initial Term**”), unless earlier terminated in accordance with Section 8.2. The “**Order Term**” shall mean, for any given Order Document, either (i) the Hardware-Lease Term (as defined in Section 1(b)(i) of Exhibit B) and the Software-Subscription Term (as defined in Section 2(a) of Exhibit C), if Customer is leasing the Equipment, or (ii) the Software-Subscription Term, if Customer is purchasing the Equipment. Upon expiration of the Term, this Agreement and any Order Document will automatically renew for additional one (1) year periods (each a “**Renewal Term**”) unless either Party provides written notice of non-renewal to the other Party at least ninety (90) days prior to the end of the then-current Term. Upon the start of the first Renewal Term, Security Detection reserves the right to increase the Fees on an annual basis by providing written notice to Customer at least thirty (30) days’ prior to the commencement of the then-applicable Renewal Term.

8.2 Termination

(a) Security Detection may terminate this Agreement and/or any Order Document upon notice to the Customer if (i) Customer fails to make payments within ten (10) days of the due date; (ii) Customer fails to cure any default or breach of this Agreement or Order Document within thirty (30) days after Security Detection gives Customer a written notice of such default or breach; (iii) Customer attempts to move, sell, transfer, assign, lease, rent, encumber, or sublet the Products without Security Detection’s prior written consent; (iv) Customer’s violation of any applicable laws or regulations; (v) Customer files or has filed against it a petition in bankruptcy or becomes insolvent or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver or either shall be appointed for Customer or for a substantial part of its property without its consent; or (vi) Customer ceases its existence by merger, consolidation, sale of substantially all of its assets or otherwise.

(b) Customer may terminate this Agreement and/or any Order Document upon delivery of written notice to Security Detection if Security Detection, through its Services, fails to cure any material breach of its Product-related obligations under this Agreement within thirty (30) days after receipt of written notice describing such breach.

(c) Neither party has the right to terminate this Agreement, or any applicable Order Document, for convenience.

9. MISCELLANEOUS

9.1 Notices and Invoices. Any notice required by this Agreement shall be sent (a) overnight mail or 3 days after being sent by certified mail, postage prepaid, to the Party’s address set forth in the first paragraph of this Agreement or (b) when sent by confirmed electronic mail if sent during normal business hours, and if not so confirmed, then on the next business day. All invoices may also be submitted to the appropriate Customer email contact at scott.johnson@greensboro-nc.gov. All invoices and notices will be deemed given when sent to Customer. Either Party may, from time to time, upon reasonable, confirmed written notice as set forth in this Section 9.1, specify a different address for receipt of notices or invoices.

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

North Carolina State law provisions:

a. E-Verify Compliance

The parties mutually certify they currently comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, they will continue to comply with these requirements. Security Detection also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

b. Israel Divestment Act Certification Required by N.C.G.S. 147-86.81

As of the date of this agreement, the parties certify they are not listed on the Final Divestment and Do-Not-Contract List - Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the parties will not utilize any subcontractor found on the State Treasurer’s Final Divestment and Do-Not-Contract List. All individuals signing this agreement certify that they are authorized to make this certification.

c. Iran Divestment Act Certification required by N.C.G.S. 147-86.58

As of the date of this agreement, Security Detection certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58 and that the parties will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this agreement certify that they are authorized to make this certification.

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

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

9.5 Binding Agreement; No Assignment. This Agreement will be binding upon and enforceable only by the Parties, their respective successors, and permitted assigns. Customer may not assign or transfer any interest in or obligation under this Agreement without the prior written consent of Security Detection and any attempt at assignment or transfer without such consent shall be void and of no force or effect. Such consent from Security Detection shall not be unreasonably withheld, but shall, at a minimum, be subject to any potential assignee's or transferee's written agreement to honor the terms of this Agreement.

9.6 Entire Agreement. This Agreement supersedes all previous agreements, whether oral or written, with respect to its subject matter. This Agreement may only be changed in a writing signed by authorized representatives of each Party. In the event of any inconsistencies or conflict between this Agreement and any other documents, the conflict shall be resolved in the following order of priority: (1) this Agreement, (2) an Order Document. Notwithstanding any language to the contrary therein, no terms and conditions stated in a Customer purchase order, Customer payment system, or other Customer originated instrument or document (excluding such document(s) signed by both Parties) shall be incorporated into or form any part of this Agreement, and all such terms and conditions shall be null and void.

9.7 Independence of Security Detection. The status of Security Detection and its personnel is and will be that of independent contractors and will not, at any time or for any purpose, be deemed employees or agents of Customer.

9.8 Invalidity; Unenforceability. If any provision of this Agreement shall be declared invalid or unenforceable under applicable law or by a court decision, such invalidity or unenforceability shall not invalidate or render this Agreement unenforceable, but rather this Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of this Agreement, the Parties shall promptly attempt to negotiate a substitute therefor that preserves, to the fullest extent possible, the respective rights and obligations imposed on each Party under this Agreement as originally executed.

9.9 Survival. In addition to those provisions which by their nature are intended to survive any termination or expiration of this Agreement, Exhibits or any license granted hereunder, Sections 2(a) (Payment), 6 (Confidentiality), 7 (Indemnification and Limitation of Liability) of this Agreement, Sections 1(a) (Equipment Lease), 1(c) (Ownership) and 2(b)(Ownership) of Exhibit B, and Sections 1 (License) and 3 (Ownership) of Exhibit C shall specifically survive such termination or expiration.

9.10 Force Majeure. Neither Party shall be liable to the other, following notice thereof, for any failure or delay in performance of its obligations (except for required payments pursuant to Section 2, Confidentiality obligations pursuant to Section 6 and Ownership obligations pursuant to the applicable Exhibits below) for any cause that is beyond the reasonable control of such Party for the duration of such force majeure event.

9.11 Marketing Support. Customer agrees that it will provide Security Detection with mutually agreed marketing support. Such support includes, without limitation, (i) allowing Security Detection to use Customer's name and logo in a list of Security Detection customers in presentations, on Security Detection's website, and in other public forums., (ii) in Customer approved press releases, (iii) Customer serving as a reference account to other current or potential Security Detection customers, (iv) Customer participating in awareness activities, such as an event or case study or (v), subject to Customer's consent, allowing Security detection to issue a press release regarding the transaction. Customer shall not use any Security Detection / Evolv trademarks, names, logos, or other related intellectual property in any Customer advertisement without Security Detection's prior written consent.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement as of the Effective Date.

Security Detection, Inc.

Greensboro Coliseum Complex

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
PRICE LIST

Evolv Express single lane indoor detection system / 4-year subscription with 2 wireless tablets P/N: 101-00308-01-SUB48

Total cost of 4 systems for 4 year term = \$292,698.00

Annual invoicing as follows:

*Year 1: \$19,714.50 per system

Year 2: \$17,820.0 per system

Year 3: \$17,820.00 per system

Year 4: \$17,820.00 per system

*(includes: installation, shipping charges, test kit, and end of lease removal)

EXHIBIT A-1
ORDER DOCUMENT

[Order Document Page Follows]

Exhibit B
Equipment Terms

The terms in this Exhibit B only apply to the lease or purchase of the Equipment, as identified in the applicable Order Document.

1. **Equipment Lease.** If, pursuant to the applicable Order Document, Customer is leasing the Equipment, then the terms and conditions of this Section 1 will be incorporated into this Agreement. For clarity, the terms of this Section 1 shall not apply to any purchase of the Equipment.
 - a. **Lease**
 - i. Subject to the terms and conditions of this Agreement (including the payment of all Fees by Customer to Security Detection, Inc.) and Documentation, during the Order Term Security Detection, Inc. agrees to lease the Equipment to Customer and Customer agrees to lease the Equipment from Security Detection, Inc. Customer may only use the Equipment solely for its own internal business purposes and in accordance with the Documentation. Customer will have the option to finance the lease of the Equipment at the Fees listed in Exhibit A. The Fees Customer will owe to Security Detection, Inc. are listed in Exhibit A-1.
 - b. **Term.**
 - i. The term for the Equipment will begin on the Implementation Date and continue for a period of forty-eight (48) months (“Equipment-Lease Term”). The Equipment-Lease Term will automatically renew for additional twelve (12) month periods pursuant to Section 8.1 of the Agreement.
 - c. **Ownership**
 - i. As between Customer and Security Detection, Inc., Security Detection, Inc. is the sole owner of the Equipment and any associated Documentation, including all enhancements, updates, modifications, corrections, derivatives, integrations related thereto and all intellectual property rights relating therein. This Agreement imparts no right, title, or ownership interest in the Equipment to Customer except for the limited right to use the Equipment for the Order Term as expressly set forth in this Agreement. Customer will keep the Equipment free and clear of any and all liens, charges, and encumbrances with respect to Customer’s leasing, possession, use, or operation of the Equipment and will not sell, assign, sublease, transfer, grant a security interest in, or otherwise make any disposition of any interest in any Equipment. Security Detection, Inc. may display notice of its ownership of the Equipment by affixing an identifying stencil, legend, plate, sticker, or any other indicia of ownership, which may be updated by Security Detection, Inc. from time to time, and Customer will not alter, obscure, or remove such identification. The Equipment is protected by U.S. copyright, trade secret and other laws and international treaty provisions, and Security Detection, Inc. reserves all rights.
 - ii. Prior to a Renewal Term, Customer shall have the option to either (i) continue making annual lease payments for the applicable Renewal Term, in which case the above Ownership provision shall continue to apply, or (ii) purchase the Equipment at an additional fee, which shall be detailed in an applicable invoice (the “Buy-Out Option”). If Customer wishes to exercise the Buy-Out Option, Customer shall send written notice to Security Detection and Security Detection shall generate and send an appropriate invoice to Customer detailing the additional fee required to buy-out the Equipment (the “Buy-Out Fee”). Within thirty (30) days of Security Detection receiving the Buy-Out Fee from Customer, Security Detection will convey and transfer to Customer all rights, title, and interest in and unto the Equipment (excluding all intellectual property rights relating thereto or embodied therein, which shall be retained by Security Detection) as shall be evidenced by appropriate documentation.
 - d. **Termination Rights and Effect of Termination**
 - i. In the event of termination pursuant to Section 8.2 of the Agreement, Security Detection may take one or more of the following actions: (i) declare all unpaid Fees under the Agreement immediately due and payable; (ii) require Customer to

immediately return all Equipment to Security Detection; (iii) take immediate possession of and remove the Equipment from Customer's premises; or (iv) exercise any right or remedy which may be available to Security Detection under this Agreement, Order Document(s), equity or law, including the right to recover damages for breach of the Agreement. In addition, Customer shall be liable for reasonable attorney's fees, other costs and expenses resulting from any default, or the exercise of such remedies. Each remedy shall be cumulative and in addition to any other remedy otherwise available to Security Detection at law or in equity. No express or implied waiver of any default shall constitute a waiver of any of Security Detection's other rights.

- ii. Upon the expiration or termination of this Agreement or the applicable Order Document and Order Term, Customer will return the Equipment, at its cost and expense, to Security Detection in as good condition as when delivered to Customer hereunder, ordinary wear and tear excepted. Customer will properly pack and ship the Equipment to Security Detection at its facility and provide Security Detection with proof of shipment within ten (10) business days after the expiration of the Order Term. If the Customer has not provided Security Detection with proof that the Equipment has been shipped, or Security Detection has not actually received the Equipment, within such ten (10) day period, Security Detection will invoice Customer for the value of the retained Equipment based on the remaining useful life of the Equipment. After receipt of the returned Equipment, Security Detection will evaluate the condition of the returned Products and invoice Customer for all repairs Security Detection deems necessary and attributable to Customer to return the Equipment to pre-lease condition excluding normal wear and tear. This Section does not limit the provisions of Section 5(d) of the Agreement with respect to loss, theft, destruction or damage of or to Products.

e. **Insurance**

- i. Effective upon shipment of the Equipment to Customer and until the Equipment is returned to Security Detection by Customer, Customer shall procure and maintain, at its expense, insurance against theft, loss or damage to the Equipment for not less than full lifetime replacement value and against personal injury and property damage related to use of the Equipment.
- ii. Upon execution of this Agreement, Customer shall provide Security Detection with a certificate of insurance evidencing that such coverage is in effect and will not be cancelled, changed, or modified without providing at least thirty (30) days advance written notice to Security Detection. Customer shall name Security Detection as loss payee and additional insureds under the policies as indicated in the certificate. In the event the insurance policies lapse or are cancelled, Security Detection may purchase applicable insurance and invoice Customer for the same, which Customer will pay within ten (10) days of receipt of invoice. Customer's insurance policies shall provide primary coverage without regard to any other coverage carried by either party or their affiliates. Customer shall make changes to the insurance coverage and certificate as reasonably requested by Security Detection.

2. **Equipment Purchase:** If, pursuant to the applicable Order Document, Customer is purchasing the Equipment, then the terms and conditions of this Section 2 will be incorporated into this Agreement. For clarity, the terms of this Section 2 shall not apply to any lease of the Equipment.

a. **Purchase**

- i. Subject to the terms and conditions of this Agreement, including payment of all Fees by Customer to Security Detection, and the Documentation, Security Detection agrees to sell the Equipment to Customer and Customer agrees to purchase the Equipment from Security Detection. The purchase price of the Equipment is listed in Exhibit A and the Fees Customer will owe to Security Detection is listed in Exhibit A-1.

b. **Ownership**

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

trademark on the Products by affixing an identifying stencil, legend, plate, sticker, or any other indicia, which may be updated from time to time, and Customer will not alter, obscure, or remove such identification.

c. Termination Rights and Effect of Termination

- i.** In the event of termination pursuant to Section 8.2 of the Agreement, Security Detection may take one or more of the following actions: (i) declare all unpaid fees under the Agreement immediately due and payable; (ii) require Customer to immediately return all Equipment to Security Detection if the Equipment purchase fee has not been paid in full, or (iii) exercise any right or remedy which may be available to Security Detection under this Agreement, Order Document(s), equity or law, including the right to recover damages for breach of the Agreement. In addition, Customer shall be liable for reasonable attorney's fees, other costs and expenses resulting from any default, or the exercise of such remedies. Each remedy shall be cumulative and in addition to any other remedy otherwise available to Security Detection at law or in equity. No express or implied waiver of any default shall constitute a waiver of any of Security Detection's other rights.

Exhibit C
Software Terms

The terms in this Exhibit C apply to the Software contained in, accompanying, or used in conjunction with the use and operation of the Equipment, as defined in Section 1(h) of the Agreement.

1. Software License

- a. Subject to the terms and conditions of this Agreement, including the payment of all Fees by Customer to Security Detection as and when they become due, during the Order Term, Customer is granted the non-exclusive and non-transferable right and license to access and use the Software (including the proprietary Evolv Cortex AI platform, as applicable) solely for the purpose of operating the Products. If Customer is in breach of any material term and condition of this Agreement, including but not limited to the timely payment of applicable Fees or compliance with the Documentation, Security Detection reserves the right to disable access to and/or use of the Software. This license includes the provision of the Services, as detailed in Exhibit D, ongoing upgrades and updates to the Software, delivered via secure cloud infrastructure as applicable, screening analytics, and a user interface for operator interaction.
- b. Any additional Services to be provided by Security Detection for shipping, implementation, support, and training in relation to the Products, not included in Exhibit D, will be specified in the applicable Order Document or by mutual written agreement of the Parties, subject to any additional fees. The Parties agree that (i) this license grant of access and use is not a sale of Software and (notwithstanding use of words such as “sale,” “sell” or “purchase” in this Agreement or applicable Order Document), no rights to any software, services or intellectual property rights are sold and rights are solely licensed, as the case may be, and (ii) the Software cannot be licensed, accessed or used on a standalone basis.

2. Software License Term

- a. The license term will begin on the Implementation Date and continue for a period of forty-eight (48) months (“Software-Subscription Term”). The Software-Subscription Term will automatically renew for additional twelve (12) month periods pursuant to Section 8.1 of the Agreement.

3. Ownership

- a. As between Customer and Security Detection is the sole owner of the Software and any associated Documentation. This Agreement imparts no right, title, or ownership interest in the Software to Customer except for the limited right to use the Products for the Order Term as expressly set forth in this Agreement. The Software is protected by U.S. copyright, trade secret and other laws and international treaty provisions, and Security Detection reserves all rights.
- b. The Software is not sold and is licensed solely for use with or as part of the Products as per the license detailed in Section 1 of this Exhibit. With respect to such Software, Evolv retains all right, title and ownership interest therein (including all enhancements, updates, modifications, corrections, derivatives, integrations related thereto and all intellectual property rights relating therein) and Customer shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Software or disclose any of the foregoing; (ii) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use (except as expressly provided herein) the Software; (iii) copy, modify, adapt, translate, incorporate into or with other software or service, or create a derivative work of any part of the Software; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Software.

4. Termination Rights and Effect of Termination

- a. In the event of termination pursuant to Section 8.2 of the Agreement, Security Detection may take one or more of the following actions: (i) declare all unpaid fees under the Agreement immediately due and payable; (ii) immediately terminate Customer’s access to and use of the Software, or (iii) exercise any right or remedy which may be available to Security Detection under this Agreement, equity or law, including the right to recover damages for breach of the Agreement. In addition, Customer shall be liable for reasonable attorney’s fees, other costs and expenses resulting from any default, or the exercise of such remedies. Each remedy shall be cumulative and in addition to any other remedy otherwise available to Security Detection at

law or in equity. No express or implied waiver of any default shall constitute a waiver of any of Security Detection's other rights.

- b. Upon the expiration or termination of this Agreement or the applicable Order Document and Order Term, the Software license and Services will end, and Customer will lose access to and lose use of the Software and Services.

Exhibit D
Security Detection Services

During the Order Term, Security Detection will provide the Services described in this Exhibit D to Customer.

1. Definitions

- (a) **Authorized Representative** means the third-party representative that Security Detection has contracted to perform the Services subject to the terms of this Agreement.
- (b) **Issue(s)** means any confirmed failure of the Product(s) which results in the Product not performing in accordance with the applicable Documentation.
- (c) **Named Contact** means the administrator and backup administrator that serves as Security Detection's primary contact for Services. Customer is required to appoint at least one main administrator.
- (d) **Response Time** means the maximum period which may elapse between the time Security Detection is notified of an Issue and the time at which Security Detection starts to address the Issue.
- (e) **Severity Level** means the classification system for all Issues as defined in Section 5 below.
- (f) **Updates** means all subsequent general public releases of the Software, excluding any value-added Product features, functionalities, or capabilities that Security Detection develops or creates and offers to existing and potential customers as additional subscription or purchasable add-ons to the Products or Services.

2. Services. During the Order Term, as part of the Fees, Security Detection will provide the following Services:

- Implementation of the Product(s).
- Beginning on the Implementation Date, access to a progressive tiered customer support model on a 24x7x365 basis (including holidays).
- On-site dispatch of an Security Detection employee or Authorized Representative and/or delivery of replacements parts to Customer as necessary to address an Issue.
- A periodic health check to assess the status of the Product(s), perform recalibration, preventative maintenance services, and implement equipment or software Updates.
- Updates to the Software.
- Documentation and Documentation updates.
- Training.

3. Implementation.

- (a) Implementation includes Security Detection employee or Authorized Representative (i) installing the Product(s) in the pre-agreed area, (ii) powering on and testing the Product(s) for documented functionality, and (iii) training of the Product operators. The representative shall conduct a thorough test, pursuant to Evolv's established implementation procedures, of the Product(s) using an operational test kit (OTK) to determine that the Product(s) is operating in accordance with the Documentation.
- (b) Unless the Parties mutually agree otherwise, implementation services will be available Monday through Friday 8:00 a.m. – 6:00 p.m. local time, excluding regularly observed holidays. Security Detection will provide Customer with advance notice of any items needed for implementation.
- (c) Excluding Force Majeure events as defined in Section 9.10 of the Agreement or a government mandated COVID-19 shutdown, if Customer cancels or requests a change to the Implementation Date within 72 hours of previously agreed date, Customer will be assessed a one-time fee of \$2,500.
- (d) At least two-weeks prior to the Implementation Date, Customer will identify to Security Detection, or its Authorized Representative, any special access or security requirements for performance of on-site Services.

- (e) Customer will (a) provide a safe and adequate work environment, including sufficient space for the delivery of Services, (b) ensure that the Product(s) and all items necessary for implementation are available and located in the immediate area where implementation is planned, (c) ensure the Product(s) are easily accessible without the need to move furniture and supplying hand carts, if needed, and (d) be responsible for removal of any trash and packing material associated with the Product(s).

4. Support Administration.

- (a) Security Detection provides 24x7x365 access to Evolv support service organization by phone or e-mail:
 - E-mail: support@evolvtechnology.com
 - Telephone Support: +1 (833) 673-8658
- (b) Customer shall promptly notify Security Detection following the discovery of an Issue. Customer shall assist Security Detection in troubleshooting the reported Issue by (a) appointing and training the Named Contact(s), (b) unless an Issue prevents otherwise, have the system on and operational, and (c) providing all information reasonably requested by Security Detection that may be necessary to deliver remote Services.
- (c) The Named Contact(s) will be trained by Evolv to provide first-line support to its internal users. Such training will include how to gather relevant system information including serial number and data logs to enable troubleshooting to commence; review of administrator features on the tablet; how to access the MyEvolv Portal; how to outreach to Evolv for technical support; and any other items to enable the Named Contact to run an initial troubleshooting of the Issue prior to reaching out to Evolv per section 4(a), if they have not already done so.
- (d) Security Detection will acknowledge a call by logging a case, communicating the case ID to the Customer, and assigning a Severity Level commencement of remedial action.

5. Service Levels

- (a) Security Detection will assign each Issue a severity level, based on the following criteria:
 - Severity 1 (Critical) – An Equipment or Software error causing a complete breakdown of the Product, resulting in serious disruption/halt to Customer’s security screening process for which no reasonable and satisfactory work-around can promptly be put in place.
 - Severity 2 (Medium) – Equipment or Software error causing disruption to Customer’s security screening process for which a reasonable and satisfactory work-around can be put in place.
 - Severity 3 (Low) – General usage questions or cosmetic issues (e.g., programming or configuration related questions, questions relating to functionality, operability, or cosmetic problems).
- (b) Once Security Detection has acknowledged the receipt of a service call and assigned a Severity Level, Evolv will work to isolate, remotely troubleshoot, remedy, and work to resolve the Issue. If Evolv is unable to perform remote diagnostics within the remote response times below, an Evolv representative, or Authorized Representative, may be deployed to perform onsite technical support per the on-site response times below.
- (c) Security Detection will respond to the reported Issue(s) within the following response periods:

Severity Level	Remote Response Times	On-Site Response Times
Severity 1	< 30 Minutes	< 24 Hours
Severity 2	< 1 Hour	< 48 Hours
Severity 3	< 4 Business Hours	< 5 Business Days

- (d) Services included with the Product(s) covers troubleshooting, labor, travel replacement of components and/or defective parts, and repair. Services shall not include software maintenance, training, preventive maintenance or any hardware maintenance, servicing, repair, or replacement of parts that are required as a result of (a) the limitations set forth in Section 5(e) of the Agreement or (b) which Security Detection, acting reasonably, determines was caused by damage, misuse, or theft of the

Products by Customer or third parties, and may be billed to Customer at standard Security Detection time and material rates. Security Detection may, in its sole discretion, elect to replace such Product(s) in lieu of repairing them.

- (e) The above support is not applicable to any purchased accessories or Third-Party Elements (defined in Section 6(a) of Exhibit B), which are covered by a one (1) year limited warranty where Security Detection will replace any defective parts.

6. Preventative Maintenance

- (a) A Security Detection representative, or Authorized Representative, will visit the Customer site at regularly scheduled intervals on mutually agreed upon dates and times. During the visit the representative will verify proper operation of the Product(s) and perform diagnostics, collect system logs, address mechanical complaints, and/or clean or replace worn or defective parts or components. Preventative maintenance will occur annually for indoor Equipment and bi-annually for Equipment that was sold for partial or primary outdoor usage. Preventative maintenance services will be delivered between 8:00 a.m. – 6:00 p.m. local time, Monday through Friday excluding regularly observed holidays.

7. Software Updates

- (a) During the Order Term, Updates to the Software may be provided, if and when available, and such Updates are included as part of the subscription. In order to be eligible for the Services, Customer is required to be on a currently supported version of the Software. Security Detection will provide Customer with reasonable prior notice of an Update, communicate any changes caused by the Update at the time of availability, and mutually coordinate with Customer to schedule delivery of the Update and share installation instructions, if any, for Customer to install the Update and verify functionality.

8. Training

- (a) Security Detection will provide the following training services to Customer as part of the Fees:
- Training of Product operators on the Implementation Date. This initial training must be scheduled in parallel with the Implementation Date or will be considered a billable activity.
 - Upon request, a mutually agreed upon date for one refresher operator training. Such request can be made after the one-year anniversary of the Implementation Date and each year thereafter.
 - Documentation and remote (live or on-demand) training on new Product features, as part of a Software Update.
- (b) If Customer desires further training in addition to what is provided in subsection (a), such training will be subject to additional Fees that can be quoted and provided upon Customer's request.

9. General

- (a) Customer agrees to receive communications from Security Detection & Evolv via email, telephone, or other similar technical means regarding the Product and Services (e.g., communications concerning support coverage, availability of new releases of the Product and/or Service offering or components, release notes, or training options) and keep the Product(s) connected to the cloud and MyEvolv Portal during any operational use of the Products for all features to be fully utilized and for remote diagnostics and access to the Products to occur.