

**RIDER FOR PURCHASE AND SUBSCRIPTION SERVICES FOR MOTOROLA CONCEALED WEAPONS DETECTION SYSTEM
(US AND CANADA OUTSIDE OF QUEBEC)**

1. **Scope.** These terms apply to for the **MOTOROLA CONCEALED WEAPONS DETECTION SYSTEM** and associated hardware and/or software (the "**System**"). If a conflict exists between the terms of the Agreement and this Rider, then the terms of this Rider will prevail with regard to the **System**.
2. **Availability in Canada.** In Canada, the **System** is not available for lease or sale to customers in the Province of Québec.
3. **Shipping, Installation and Training.** Subject to the terms and conditions of this Agreement, Johnson Controls agrees to sell to Customer the "Equipment" described in the Equipment Schedule in the Agreement and Customer agrees to purchase the Equipment from Johnson Controls. Shipping, installation and training responsibilities in relation to the Equipment are specified in the Equipment Schedule and shall be performed by Johnson Controls.
4. **Subscription Agreement.** Software provided with the **System** is sublicensed to Customer on a non-exclusive basis and is subject to the terms of End User License Agreement in Exhibit A and Purchase and License Terms in Exhibit B (herein after "Subscription Agreement"). Customer's use of the **System** confirms Customer's agreement with the terms of the Subscription Agreement.
5. **Fees, Taxes and Payment**
 - (a) Customer agrees to pay Johnson Controls the amounts specified in the Equipment Schedule in the Agreement to install the Equipment ("Installation Charge") at Customer's facility and the provide the System on a subscription basis ("Subscription Fee") for a term of sixty (60) months ("Initial Term") effective from the date the System is operative.
 - (b) All taxes and shipping fees shall be separately invoiced to Customer.
 - (c) Payment of all invoices are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days from the date of invoice. Invoice disputes must be identified in writing within twenty-one (21) days of the date of the invoice. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform under this Rider. Johnson Controls will have the right to increase the Subscription Fee after one (1) year.
6. **Customer Responsibilities/Locally Monitored System.**
 - (a) Customer agrees that the System is a customer/locally monitored system and that Johnson Controls does not and will not monitor, receive or respond to any signals from the System.
7. **Warranty Disclaimer.** JOHNSON CONTROLS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, JOHNSON CONTROLS MAKES NO WARRANTY THAT THE SYSTEM WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE, OR THAT MESSAGES, ALERTS OR TEXTS SENT BY THE SYSTEM WILL BE TIMELY OR SUCCESSFULLY SENT, DELIVERED OR RECEIVED.
8. **LIMITATION OF DAMAGES.** THE SYSTEM DOES NOT CAUSE AND CANNOT ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS THAT IT IS INTENDED TO DETECT OR AVERT. ALL LIABILITY RESULTING FROM SUCH EVENTS REMAINS WITH CUSTOMER. CUSTOMER AGREES TO LOOK SOLELY TO CUSTOMER'S INSURER TO RECOVER FOR INJURIES, LOSS OR DAMAGE AND RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST JOHNSON CONTROLS, INCLUDING BY WAY OF SUBROGATION. IN NO EVENT WILL JOHNSON CONTROLS BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR (I) PERSONAL INJURY, DEATH OR PROPERTY DAMAGES OR (II) LOST PROFITS, LOSS OF USE, DIMUNITION OF VALUE, LOST DATA, OR ANY OTHER INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE SYSTEM. NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS IS FOUND LIABLE UNDER ANY LEGAL THEORY, JOHNSON CONTROLS' TOTAL LIABILITY WILL BE LIMITED TO THE SUM EQUAL TO THE INSTALLATION CHARGE PAID BY CUSTOMER TO WHICH SUCH CLAIM IS MADE, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. CUSTOMER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS JOHNSON CONTROLS AGAINST ANY CLAIMS AND LAWSUITS MADE OR FILED BY ANY PERSON, INCLUDING CUSTOMER'S INSURER, THAT IS RELATED IN ANY WAY TO THE SYSTEM, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES RESULTING AS A RESULT AND FROM ANY DEFAULT, OR THE EXERCISE OF SUCH REMEDIES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST JOHNSON CONTROLS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION.
9. **Term and Termination.**
 - (a) **Term.** The Initial Term of this Agreement is set forth in section 5(a) and will renew only upon the written consent of the parties (the Initial Term and any renewal term is referred to as the "Subscription Term").
 - (b) **Termination.** Johnson Controls may terminate this Agreement with respect to all Equipment if (i) Customer fails to make payments by the due date; (ii) Customer fails to cure any default or breach of this Agreement within 10 days after Johnson Controls gives Customer a written notice of such default or breach specifying the default or breach; (iii) Customer attempts to move, sell, transfer, assign, lease, rent, encumber, or sublet the Equipment without consent of Johnson Controls and/or Motorola; (iv) Customer files or has filed against it a petition in bankruptcy or becomes insolvent or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver or either shall be appointed for Customer or for a substantial part of its property without its consent; or (v) Customer ceases its existence by merger, consolidation, sale of substantially all of its assets or otherwise. In the event of any of the foregoing, Johnson

Controls may, at its option, take one or more of the following actions: (i) declare all sums due and to become due under the Agreement immediately due and payable; (ii) require Customer to return immediately all Equipment to Motorola; (iii) take immediate possession of and remove the Equipment from Customer's premises; or (v) exercise any right or remedy which may be available to Johnson Controls or Motorola under this Agreement, equity or law, including the right to recover damages for breach of the Agreement. No express or implied waiver of any default shall constitute a waiver of any of Johnson Controls' or Motorola's other rights.

- (c) **No Termination for Convenience.** Customer has no right to terminate or cancel this Agreement or any Equipment Schedule for convenience. In the event Customer prematurely terminates this Agreement or any Equipment Schedule prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the remaining Fees to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.
- (d) **Effect of Termination.** Upon the expiration or termination of this Agreement with respect to any Item(s) of Equipment, Customer will return such item(s) of Equipment to Motorola in as good condition as when delivered to Customer hereunder, ordinary wear and tear excepted. Unless otherwise set forth in the Agreement, Customer will properly pack and ship the Equipment to Motorola at its facility and provide Motorola with proof of shipment within five (5) business days of the expiration the Subscription Term. If the Customer does not return the Equipment within five (5) business days of the expiration of the Subscription Term, Johnson Controls 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, Motorola will evaluate the condition of the returned Equipment. Customer will be invoiced by Johnson Controls for all repairs Motorola deems necessary and attributable to Customer to return the Equipment to pre-rental condition excluding normal wear and tear.

EXHIBIT A
END USER LICENSE AGREEMENT

This Avigilon Control Center End User License Agreement (the “**EULA Agreement**”) between Avigilon Corporation (“**Avigilon**”), as licensor of the Software (as defined below), and you (being the person or other legal entity that is the end user and licensee of the Software) (“**You**” or “**Your**”) governs Your use of the Software. The

term “**Software**” means: (a) the Avigilon Control Center software accompanying, or being used in association with, this EULA Agreement, including computer software, and any modified versions and copies of, and upgrades, updates, and additions to, such software; and (b) any media, printed materials, and “on-line” or electronic documentation with respect to such software (the “**Documentation**”).

The following schedule, constitute a part of, and is incorporated into, this EULA Agreement:

Exhibit B: Purchase and License Terms

By breaking the seal on the package containing the Software, or downloading, installing, copying or otherwise using the Software, You agree to be bound by the terms of this EULA Agreement. If You do not agree to all of the terms and conditions of this EULA Agreement, do not open, download, install, copy, or otherwise use the Software.

1. Grant of License. Subject to the payment of applicable license fees, and as long as You comply with the terms of this EULA Agreement, Avigilon grants You a limited, non-exclusive license to use the Software in object code form only in the manner and for the purposes described in this EULA Agreement and the Documentation. Your use of the Software is subject to the following principal conditions:
 - a. Subject to the limitations on the use of the Software’s server application (the “**Server Application**”) set forth in Section 1(b), You may install the Software on any number of computers at Your premises.
 - b. If You have licensed an edition of the Software that only permits the Server Application to be installed on a single server, you may only install the Server Application on one server. If you have licensed an edition of the Software that permits the Server Application to be installed on more than one server (subject to a specified maximum number of servers), You may install the Software’s Server Application on up to that maximum number of servers, provided that all such servers are configured to work together in a cluster (a “**Site**”).
 - c. Components of the Software that are protected by a software or hardware key or other device may be used on any computer, or cluster of servers forming the Site, on which the key is installed and activated. If the key locks the Software to a particular computer, or cluster of servers forming the Site, the Software may only be used on that computer or cluster of servers, as applicable. You agree that You will not attempt to circumvent the mechanisms that bind software or hardware keys to a particular computer or cluster of servers forming a Site.
 - d. You acknowledge that You must activate the Software with Avigilon and that there may be instances where You are required to subsequently reactivate the Software when You make certain hardware changes or configuration changes to the Software.

2. Backup Copy. You may make one copy of the Software to be used solely for archival, back-up, or disaster recovery purposes; provided that You may not operate that copy of the Software at the same time as the original Software is being operated.
3. Intellectual Property Rights. The Software is licensed, not sold, to You. The Software and any authorized copies that You make are the intellectual property of, and are owned by, Avigilon and, as applicable, its suppliers and licensors. The structure, organization and code of the Software are valuable trade secrets and confidential information of Avigilon and, as applicable, its suppliers and licensors. The Software is protected by law, including but not limited to the copyright laws of the United States, Canada, and other countries, and by international treaty provisions. Except as expressly stated in this EULA Agreement, this EULA Agreement does not grant You any intellectual property rights in the Software, and all rights not expressly granted in this EULA Agreement are reserved by Avigilon and, as applicable, its suppliers and licensors. This EULA Agreement does not grant You any rights in connection with any trademarks of Avigilon.
4. Limitations and Restrictions.
 - a. Copy Protections. You may not copy the Software except as set forth in this EULA Agreement. Any permitted copy of the Software that You make must contain the same copyright and other proprietary notices and legends that appear on or in the Software.
 - b. Restrictions. You may not: (i) rent, lease, sell, sublicense, assign, lend, resell for profit, or distribute the Software or Your rights in the Software; or (ii) authorize any portion of the Software to be copied onto another person's or legal entity's computer or other electronic device, except as set forth in this EULA Agreement. You will take reasonable steps to prevent any unauthorized copying or distribution of the Software.
 - c. Locally Stored Components. The Software may include a software code component that may be stored and operated locally on one or more devices. Once You have paid the required license fees for these devices (as determined by Avigilon in its sole discretion), You may install, use, or install and use, one copy of such component of the Software on each of the devices as licensed by Avigilon. You may then use such component of the Software in connection with operating the device on which it is installed solely in the manner set forth in any accompanying Documentation or, in the absence of such, solely in the manner contemplated by the nature of the Software.
 - d. Embedded Software/Firmware. The Software may also include a software code component that is resident in a device as provided by Avigilon for operating that device. You may use such component of the Software solely in connection with the use of that device, but may not retrieve, copy or otherwise transfer that software component to any other media or device without Avigilon's express prior written authorization.
 - e. Modifications and Derivative Works. You may not make any changes, translations, enhancements, or modifications to, or create any derivative works from, the Software or any portion of the Software without the prior written permission of Avigilon (except as provided in Section 20 of this EULA Agreement with respect to 'open source' software). Any attempt to create any derivative works from the Software or any portion of the Software without the prior written permission of Avigilon (except as provided in Section 20 of this EULA Agreement with respect to 'open source' software) shall result in the immediate termination of this EULA Agreement.

- f. Reverse Engineering, Decompilation, Disassembly. You may not reverse engineer, peel components, decompile, disassemble or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code of the Software, and any attempt to do so shall result in the immediate termination of this EULA Agreement, except and only to the extent that such activity is expressly permitted by applicable law.
 - g. Competitive Products. You will not use any information concerning the Software or any of its components or features to design, build, train, or improve (directly or indirectly) a product or service that competes with the Software or any of its components or features.
5. Termination. Without prejudice to any other rights, Avigilon may terminate this EULA Agreement without notice if You fail to comply with the terms and conditions of this EULA Agreement. In the event of termination of this EULA Agreement for any reason, You must immediately destroy all copies of the Software (including backup copies) and all of its component parts. To the extent the Software is embedded in hardware or firmware, You will provide prompt access to Avigilon or its representatives to remove or lock Software features or functionality as Avigilon determines. The provisions of this EULA Agreement which, by their terms, require performance after termination of this EULA Agreement, including but not limited to those contained in Sections 3 (Intellectual Property Rights), 5 (Termination), 13 (Exclusive Remedy), 14 (Limitation of Liability), 16 (Indemnity by You) and 19 (Jurisdiction), will survive the termination of this EULA Agreement.
6. Export Restrictions. You acknowledge and agree that the Software is subject to restrictions and controls imposed by the Export and Import Permits Act (Canada) and regulations thereunder, the United States Export Administration Act and regulations thereunder, and other applicable national and international laws and regulations relating to the export of the Software (collectively, the “Export Laws”). You agree and certify that You will not use the Software or any part or direct product thereof for any purpose in contravention of the Export Laws.
7. Applicable Laws. Some jurisdictions prohibit the recording of audio, video, personal information, or any combination of audio, video and personal information, under certain circumstances. You agree that You will at all times use the Software in conformity with all applicable laws, statutes, ordinances, and rules of each of: (a) the jurisdiction(s) in which You use the Software; and (b) the jurisdiction(s) in which each camera, microphone, or other recording or surveillance device which provides data to You through the Software is located. Any breach of the foregoing is a material breach of this EULA Agreement that operates to terminate the license for the Software immediately without notice, rendering any further use of the Software unlawful.
8. Support Services. Avigilon may provide You with support services related to the Software (“**Support Services**”). Any supplemental software files (either Avigilon or third party) and other computer information and related explanatory written materials and files provided to You as part of the Support Services are considered part of the Software and subject to the terms and conditions of this EULA Agreement.
9. Upgrades and Updates. To the extent Avigilon makes them available, Software upgrades and updates may only be used to replace all or part of the original Software that You are licensed to use. Software upgrades and updates do not increase the number of copies of the Software licensed to You. If the Software licensed under this EULA Agreement is an upgrade or update of a component of a package of software programs

that You previously licensed as a single product, the Software may be used and transferred only as part of that single product package and may not be separated for use on more than one computer unless and to the extent that You are licensed to use the previously licensed software on more than one computer. Software upgrades and updates downloaded free of charge via an Avigilon authorized World Wide Web or FTP site may be used to upgrade multiple computers provided that You are licensed to use the original software being upgraded or updated on those computers. Upgrades and updates may be licensed to You by Avigilon with additional or different terms.

10. U.S. Government License Rights. This Section 10 only applies to U.S. Government end users. The Software and Documentation are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of “commercial computer software” and “computer software documentation” as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software and Documentation are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.
11. Transfer. You may only transfer Your rights under this EULA Agreement: (a) as part of a permanent sale or transfer of all of the devices for which the Software is licensed; (b) if You transfer all of the Software (including all component parts, the media and printed materials, and any upgrades), and this EULA Agreement;
(c) if You do not retain any copies of any portion of the Software; (d) if the recipient agrees to the terms of this EULA Agreement; and (e) if the Software is an upgrade, such transfer also includes all prior versions of the Software. Satisfaction of all these conditions is required; failure to meet any of these conditions renders such transfer null and void.
12. Warranty. Avigilon warrants that the medium on which the Software is recorded, and any software or hardware key associated with the Software, will be free of defects in materials and workmanship under normal use for a period of sixty (60) days from the date of Your receipt of the original Software licensed under this EULA Agreement.

EXCEPT AS PROVIDED ABOVE, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE AND SUPPORT SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND ACCURACY IS WITH YOU AND AVIGILON AND ITS SUPPLIERS AND LICENSORS PROVIDE THE SOFTWARE AND SUPPORT SERVICES “AS- IS” AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF: (A) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, OR INFORMATIONAL CONTENT; (C) WORKMANLIKE EFFORT; (D) CORRESPONDENCE TO DESCRIPTION; (E) TITLE OR NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; (F) CUSTOM OR TRADE; (G) QUIET ENJOYMENT; OR (H) SYSTEM INTEGRATION. AVIGILON MAKES NO WARRANTY THAT ANY PORTION OF THE SOFTWARE WILL OPERATE ERROR-FREE, FREE OF ANY SECURITY DEFECTS, OR IN AN UNINTERRUPTED MANNER. AVIGILON SHALL NOT BE RESPONSIBLE FOR PROBLEMS CAUSED BY CHANGES IN THE

OPERATING CHARACTERISTICS OF THE DEVICE(S) UPON WHICH THE SOFTWARE IS OPERATING, OR FOR PROBLEMS IN THE INTERACTION OF THE SOFTWARE WITH NON-AVIGILON SOFTWARE OR HARDWARE PRODUCTS. AVIGILON NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR TO CHANGE THIS WARRANTY, NOR TO ASSUME FOR AVIGILON ANY OTHER WARRANTY OR LIABILITY CONCERNING THE SOFTWARE. THE WARRANTY MADE BY AVIGILON MAY BE VOIDED BY ABUSE OR MISUSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS UNDER MANDATORY LAW THAT VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

13. Exclusive Remedy. The entire liability of Avigilon, its affiliates, and their respective directors, officers and employees (collectively, the “**Avigilon Parties**”) and Your exclusive remedy under the warranty set forth above will be, at Avigilon’s option, to: (a) attempt to correct Software errors with efforts Avigilon believes suitable to the problem; (b) replace at no cost the recording medium, Software or Documentation with functional equivalents as applicable, provided that You send Avigilon a replacement request, the defective medium and the documentation evidencing the date and amount You paid for the Software prior to the expiration of the sixty (60) day warranty period; or (c) refund a pro-rated portion of the license fee paid for such Software (less depreciation based on a two-year life expectancy) and terminate this EULA Agreement, provided, in each case, that Avigilon is notified in writing of all warranty problems during the applicable warranty period. Any replacement item will be warranted for the remainder of the original warranty period. No remedy is provided for failure of the Software if such failure is the result of accident, abuse, alteration or misapplication with respect to the Software or any hardware on which it is loaded. Warranty service or assistance may be provided remotely.
14. Limitation of Liability. Except for personal injury or death, Avigilon's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Software. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT AVIGILON WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS EULA AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF ANY SERVICES BY AVIGILON PURSUANT TO THIS EULA AGREEMENT. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SOFTWARE, AND FOR ANY RELIANCE THEREON. This limitation of liability provision survives the expiration or termination of the EULA Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this EULA Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.
15. Indemnity by Avigilon. Avigilon will defend at its expense any suit brought against You to the extent it is based on a third-party claim alleging that the Software directly infringes a United States patent or copyright (“**Infringement Claim**”). Avigilon’s duties to defend and indemnify are conditioned upon: You promptly notifying Avigilon in writing of the Infringement Claim; Avigilon having sole control of the defense of the suit and all negotiations for its settlement or compromise; and You providing to Avigilon cooperation and, if requested by Avigilon, reasonable assistance in the defense of the Infringement Claim. In addition to Avigilon’s obligation to defend, and subject to the same conditions, Avigilon will pay all

damages finally awarded against You by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Avigilon in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Avigilon's opinion is likely to occur, Avigilon may at its option and expense: (a) procure for You the right to continue using the Software; (b) replace or modify the Software so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Software and grant You a credit for the Software, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Avigilon will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Software with any software, apparatus or device not furnished by Avigilon; (b) the use of ancillary equipment or software not furnished by Avigilon and that is attached to or used in connection with the Software; (c) Software designed or manufactured in accordance with Your designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Software by a party other than Avigilon; (e) use of the Software in a manner for which the Software was not designed or that is inconsistent with the terms of this EULA Agreement; or (f) the failure by You to install an enhancement release to the Software that is intended to correct the claimed infringement. In no event will Avigilon's liability resulting from its indemnity obligation to You extend in any way to royalties payable on a per use basis or Your revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Avigilon from You from sales or license of the infringing Software.

This Section 15 provides Your sole and exclusive remedies and Avigilon's entire liability in the event of an Infringement Claim. You have no right to recover and Avigilon has no obligation to provide any other or further remedies, whether under another provision of this EULA Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 15 are subject to and limited by the restrictions set forth in Section

16. Indemnity by You. You will defend, indemnify and save harmless each of the Avigilon Parties from and against all actions, proceedings, demands, claims, liabilities, losses, damages, judgments, costs and expenses including, without limiting the generality of the foregoing, legal fees and disbursements actually incurred, together with all applicable taxes, which any such indemnified person under this Section 16 may be liable to pay or may incur by reason of, or directly or indirectly arising out of, any breach of this EULA Agreement by You or any of Your directors, officers, employees, agents, or contractors, or on Your instructions.
17. Entire EULA Agreement. This EULA Agreement constitutes the entire EULA agreement between the parties, and supersedes any previous agreements between the parties, with respect to the subject matter of this EULA Agreement. Any terms of any purchase order or other instrument issued by either party in connection with this EULA Agreement that is in addition to or inconsistent with the terms of this EULA Agreement shall have no force or effect unless signed by both parties.
18. Amendment. Any amendment to this EULA Agreement shall be put in writing and signed by both parties prior to being in effect. Notwithstanding the foregoing:
 - a. Avigilon reserves the right to unilaterally amend this EULA Agreement at any time without advance notice to You where the amendments involve (i) correcting typographical errors; (ii) correcting

inconsistent, incorrect, or ambiguous wording for the purpose of clarifying the intended purposes and intent of the

- b. This EULA Agreement may be superseded by a subsequent End User License Agreement that You agree to in connection with Avigilon's providing to You any future component, release, upgrade or other modification or addition to the Software.

19. Jurisdiction. This EULA Agreement and performance under this EULA Agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein without reference to principles of conflicts of laws, and the courts in Vancouver, British Columbia and the courts of appeal therefrom will have exclusive jurisdiction to hear any proceedings relating to this EULA Agreement. You hereby irrevocably attorn to the jurisdiction of those courts. You expressly exclude the application of the United Nations convention on Contracts for the International Sale of Goods (the Vienna Convention, 1980).
20. Incorporation of 'Open Source' and other Third Party Software. Portions of the Software may be subject to certain third party license agreements governing the use, copying, modification, redistribution and warranty of those portions of the Software, including what is commonly known as 'open source' software, for example portions of the Software use libraries from the FFmpeg project under the LGPLv2.1. No warranty is provided by Avigilon for any such open source software. By using the Software You agree to be bound to the terms of any such third party licenses. If provided for in the applicable third party license, You may have a right to receive source code for such software for use and distribution in any program that You create, so long as You in turn agree to be bound to the terms of the applicable third party license and Your programs are distributed under the terms of that license. If applicable, a copy of such source code may be obtained free of charge by contacting Your Avigilon representative.
21. Collection of Data. By Your acceptance of the terms of this EULA Agreement, You agree that Avigilon may:
 - a. collect, from time to time, information about the computer(s) on which You have installed or will be using the Software. This information represents a configuration of Your computer(s) but includes no personal information, information about other software or data on Your computer, or information about the specific make or model of Your computer(s). A hash of this information may be disclosed to a third party vendor, Flexera Software LLC ("Flexera"), to assist with management and enforcement of Your hardware and software keys. Avigilon may also disclose to Flexera Your business name, the business name from whom You purchased the Software, the name of the site on which the Software is installed, and the other hardware and software keys installed at that site (if any). The information will be used solely to associate Your computer(s) with the hardware and software keys and to identify Your computer(s). The Flexera Privacy Policy can be found at: <https://www.flexerasoftware.com/legal/privacy-policy.html>.
 - b. collect, or use a third party to collect (on Avigilon's behalf), from time to time, Your system configuration and system usage data. This information will be used only to further develop and improve the Software and Avigilon's associated products and services. Avigilon shall not utilize or disclose this data in a form that personally identifies You.

Any personal information collected by Avigilon is subject to the Avigilon's Privacy Statement, available at [avigilon.com/privacy](https://www.avigilon.com/privacy), as may be amended from time to time.

22. Demonstration and Evaluation Copies. A demonstration or evaluation copy of the Software is covered by this EULA Agreement, provided that the licenses contained in this EULA Agreement expire at the end of the demonstration or evaluation period.
23. Enurement. All covenants, representations, warranties and agreements of the parties contained in this EULA Agreement will be binding upon and will enure to the benefit of the parties and their respective successors and assigns.
24. Severability. If any provision of this EULA Agreement is held to be invalid, illegal or unenforceable, it shall be severed and the remaining provisions shall continue in full force and effect.
25. Non-Waiver. The waiver or failure of Avigilon to exercise in any respect any right provided in this EULA Agreement will not be deemed a waiver of any further right under this EULA Agreement.
26. Compliance with Licenses. You agree that upon request from Avigilon or its authorized representative, You will, within thirty (30) days of such request, fully document and certify that Your use of any and all Software at the time of the request is in conformity with Your valid license(s) from Avigilon. You agree to use Your best efforts and to take all reasonable steps to safeguard the Software to ensure that no unauthorized person shall have access thereto and that no unauthorized copy or distribution, in any form, of the Software shall be made.
27. Additional Restrictions. The Software may be subject to additional restrictions and conditions on use as specified in the Documentation, which additional restrictions and conditions are hereby incorporated into and made a part of this EULA Agreement.
28. Tools and Utilities. Software distributed via an Avigilon-authorized World Wide Web or FTP site (or similar Avigilon-authorized distribution means) as a tool or utility may be copied and installed without limitation provided that the Software is not distributed or sold and the Software is only used for the intended purpose of the tool or utility and in conjunction with Avigilon products. All other terms and conditions of this EULA Agreement continue to apply.
29. Avigilon Cloud Services. Your use of the Software, or certain features or functionality of the Software, may involve or otherwise require Your use of the Avigilon Cloud Services, a web-based portal/platform developed and maintained by Avigilon to, amongst other things, facilitate the operation of certain features and functionality of the Software. To the extent You access and use the Avigilon Cloud Services in connection with Your use of the Software, the additional terms and conditions set forth in the Avigilon Cloud Services End-User Agreement will apply.

Exhibit B

Purchase and License Terms

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

1. Software License

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

2. License Term

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

3. Ownership

- a. Equipment. Subject to the terms and conditions of the EULA Agreement, including the payment of all Fees by Customer to Johnson Controls, Customer hereby purchases the Equipment from Motorola. Johnson Controls, and Motorola conveys and transfers to Customer all rights, title and interest in and unto the Equipment. Such rights, title and liability for loss or damages shall transfer to Customer upon delivery of the Products.
- b. Software. With respect to such Software, Motorola, Avigilon, and 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) to the respective software 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 as a result of a material breach of the EULA Agreement, Motorola, Avigilon, or Evolv may take one or more of the following actions: (i) exercise any right or remedy which may be available to them under this EULA Agreement, equity or law, including the right to recover damages for breach of the EULA 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 at law or in equity. No express or implied waiver of any default shall constitute a waiver of any of Motorola's, Avigilon's, or Evolv's other rights.
- b. Upon the expiration or termination of this EULA Agreement or the applicable Order Document and Order Term, the Software license and Services will end, and Customer will lose access to and lose use of the Software and Services. The Software license and/or Services may continue upon mutual written EULA agreement of the Parties pursuant to a new Order Document.