



**RIDER FOR INSTALLATION AND SUBSCRIPTION SERVICES EVOLV EXPRESS
(US AND CANADA OUTSIDE OF QUEBEC)**

1. **Scope.** These terms apply to the **EVOLV EXPRESS WEAPONS DETECTION SYSTEM**, associated hardware and/or software (the “**System**”) and the associated services supersede and replace any other agreement(s) with respect to and are the entire agreement between Johnson Controls and the Customer for these subject matters. For greater certainty, 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** and the associated services.
2. **Availability in Canada.** In Canada, the **System** is not available for lease or sale to customers in Québec.
3. **Subscription Agreement.** Johnson Controls agrees to provide to Customer the “Equipment” described in the Equipment Schedule for the Subscription Term (as defined below). Hardware and Software provided with the System is sublicensed to Customer on a non-exclusive basis. Shipping, installation and training responsibilities for the Equipment are specified in Schedule A and will be performed by Johnson Controls. Customer acknowledges and agrees to abide by the terms of this Rider and the applicable Schedule(s) for the Equipment and/or Professional Services identified herein and the Service Terms at <https://legal.evolvtechnology.com/customers>. Customer’s use of the System confirms Customer’s agreement with these terms.
4. **Fees, Taxes and Payment**
 - (a) Customer agrees to pay Johnson Controls the amounts specified in Schedule A to install the Equipment (“Installation Fee”) at Customer’s facility and provide the System on a subscription basis (“Subscription Fee”) for a term of forty-eight (48) months (“Subscription Term”) effective from the date the System is operative. Upon expiration of the Initial Term, the subscription will automatically renew for additional one (1) year periods (each a “Subscription Renewal Term,” and together with the Subscription Initial Term, the “Subscription Term”), unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then current Subscription Term.
 - (b) All of the taxes that Johnson Controls is required to pay to a taxing authority (“Taxes”) and shipping fees (“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 invoice date. 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.
5. **Maintenance and Repair, Loss of or Damage to Equipment.**
 - (a) Customer is responsible for maintaining the Equipment in accordance with the Equipment user documentation. Johnson Controls shall be responsible for providing all other maintenance and repair of the Equipment during the Subscription Term. Customer shall permit Johnson Controls and/or its supplier(s) to have access to the Equipment at the Customer’s premises to provide such maintenance and repair. Customer will promptly notify Johnson Controls of any Equipment warranty and repair issues that can be addressed in a timely fashion and shall not permit any third party to use, maintain or repair the Equipment. For Equipment experiencing breakdowns due to defects in materials or workmanship, Johnson Controls may, at its sole discretion, extend the term of the applicable Equipment Schedule, for the period which the Equipment was not operational, with no additional fees charged to the Customer. Johnson Controls shall only be responsible for the cost of replacement parts and labor to install those parts.
 - (b) Customer is solely responsible for all loss, theft, destruction of or damage to the Equipment, and any repairs and maintenance not arising from Equipment defects in materials or workmanship. In such event, Customer shall promptly notify Johnson Controls and pay Johnson Controls for all costs, damages, and expenses arising from such loss, theft damage or destruction, including without limitation, at Johnson Controls’ option (i) reimbursing Johnson Controls for the repair costs to return the Equipment to pre-lease condition, or (ii) paying Johnson Controls for the value of the Equipment based on the remaining useful life of the Equipment. Loss, damage or theft of the Equipment shall not under any circumstances relieve Customer of the obligation to pay the subscription fees or any other obligation under the Agreement.
6. **Customer Responsibilities/Locally Monitored System.**
 - (a) Customer agrees that the Weapons Detection System is a customer/locally monitored system and Johnson Controls will not monitor, receive or respond to any signals from the System.
 - (b) Customer agrees that the Equipment will be used only in the ordinary course of its business and only by Customer’s competent, qualified, and authorized agents or employees. The Equipment will be used only at the location specified in the applicable Equipment Schedule and will not be removed without prior notice to Johnson Controls and Evolv.
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 WEAPONS DETECTION SYSTEM AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS THAT THEY ARE 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, DIMINUTION OF VALUE, LOST DATA, OR ANY OTHER INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE WEAPONS DETECTION SYSTEM, THE



SERVICES OR THIS AGREEMENT. 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 AMOUNT PAID BY CUSTOMER TO JOHNSON CONTROLS IN THE 12 MONTHS PRIOR TO THE INCIDENT, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. WHERE THIS AGREEMENT COVERS MULTIPLE SITES, LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE PAYMENTS ALLOCABLE TO THE SITE WHERE THE INCIDENT OCCURRED. SUCH SUM SHALL BE COMPLETE AND EXCLUSIVE. IF ANY THIRD PARTY, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES A CLAIM OR FILES A LAWSUIT AGAINST JOHNSON CONTROLS IN ANY WAY RELATING TO JOHNSON CONTROLS ACTIONS, OMISSIONS, THE SYSTEM OR THE SERVICES, INCLUDING THE FAILURE OF THE EQUIPMENT OR SERVICES IN ANY RESPECT, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS JCI FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST JOHNSON CONTROLS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION.

9. **Termination.**

- (a) **Termination.** Johnson Controls may terminate this Agreement with respect to all Equipment 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 after Johnson Controls gives Customer written notice of such default or breach; (iii) 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; (iv) Customer ceases its existence by merger, consolidation, sale of substantially all of its assets or otherwise; or (v) Customer attempts to move (to a location other than Customer's premises), sell, transfer, assign, lease, rent, encumber, or sublet the Equipment without Johnson Controls' prior written consent. 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; or (ii) exercise any right or remedy which may be available to Johnson Controls or Evolv under this Agreement, equity or law. No express or implied waiver of any default shall constitute a waiver of any of Johnson Controls' or Evolv's other rights. Johnson Controls may also terminate this Agreement if Johnson Controls and/or its supplier(s) no longer offer the products or services.
- (b) **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.



**Schedule A
Equipment Schedule**

1. Equipment List

Qty	Product Name	Location
	Evolv Express Personnel Scanner (includes annual service contract for 60-months)	
	Air Tower Assembly, Express	
	Power Tower Assembly, Express	
	Tower Connector Assembly	
	Customer Tool Kit, Express	
	Bridge Deck Assemblies	
	Bridge Support Assemblies	
	Ramp Assemblies	
	Nylon Tower Covers	
	Floor Mats (set of two)	
	Tablet with Software	
	Key Chain Assy, Express	
	Tablet Stand, Express	
	Air Pump	
	Stanchion Sign Kit, Express (includes three signs)	
	Operational Test Kit, Express	
	External Wheels (Mobility Kit), Express	
	Transportation Kit, Express	
	Calibration Tool, Express	
	Carpet Runner, Standard 'Welcome'/'Thank You' 126" (320cm)	
	Carper Runner, 'Welcome'/'Thank You' 156" (396cm)	
	Carper Runner, 'Custom Logo' 156" (396cm)	
	Field Replacement Unit Kit	
	Equipment Installation and Training <i>One fee for up to three Express systems per location installed concurrently</i>	

2. Installation and Shipping Fee – Invoiced upon Completion of Installation

Install Fee	
Shipping Fee	
Tax(es):	Invoiced Separately
TOTAL INSTALL FEE	

3. Subscription Fee

Annual Subscription Fee	
Tax(es):	Invoiced Separately
TOTAL ANNUAL SUBSCRIPTION FEE	