



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

1. **Scope.** These terms apply to the **EVOLV EXPRESS WEAPONS DETECTION SYSTEM**, associated hardware and/or software (the “System”) and associated services supersede and replace any other agreement(s) with respect to and is the entire agreement between Johnson Controls and 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. Johnson Controls is defined as Johnson Controls Security Solutions LLC for goods and services provided or sold in Canada and Tyco Integrated Fire & Security, Inc. for goods and services provided or sold in the United States.
2. **Availability in Canada.** In Canada, the System is not available for lease or sale to customers in Québec.
3. **Products and Subscription Services.** Johnson Controls agrees to provide and Customer agrees to purchase the “Equipment” described in Schedule A. Shipping, installation and training responsibilities will be specified and performed by Johnson Controls. Customer acknowledges and agrees to abide by the terms of this Rider, applicable Schedule(s) for the Equipment including the Equipment Terms set out in Schedule B and/or Professional Services identified herein and the Service Terms outlined 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 purchase and install the Equipment (“Installation Charge”) at Customer’s facility and the provide the System on a subscription basis (“Subscription Fee”) for a term of forty-eight (48) months (“Initial 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 date of invoice. 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 maintenance of 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, and Customer shall permit Johnson Controls and/or its supplier(s) to have access to the Equipment at the Customer’s location in order to provide such maintenance and repair service. 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 a breakdown 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. 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 its 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 within 10 days 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 Charge – 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	



SCHEDULE B
COLUMBIA TECH CUSTOMER END USER AGREEMENT

This is a legal agreement (“Agreement”) under which Customer may procure Equipment from Johnson Controls Security Solutions LLC (“Reseller”) 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.

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

1. DEFINITIONS

Shipping Date means the date that the Equipment are shipped to Customer’s designated location(s), or Reseller’s designated location(s) on behalf of Customer, as verified by the shipper and in accordance with Section 2(d).

Documentation means the published manuals, operating documents, instructions and/or other processes or directions provided or made available to Customer by Reseller regarding the use, operation, and maintenance of the Equipment.

Equipment means the hardware or personal screening products provided to Customer, as identified in the applicable Order Document, which may include Evolv Express® and any related physical accessories.

Fee(s) means the fees for services that are charged to Customer as identified in the applicable Order Document. For the avoidance of doubt, Fees do not include shipping charges.

Implementation Date means the date the Equipment is implemented at Customer’s location.

Order Document means the Reseller quote, or other Reseller generated document, set forth herein or, for additional future orders, either (i) a subsequent Reseller quote or other Reseller originated document, signed by Customer, or (ii) a purchase order issued by Customer evidencing subsequent transactions of the Equipment to Customer.

2. FEES, PAYMENT TERMS, TAXES, SHIPPING [For the purpose of illustration and subject to Reseller standard terms]

Fees and Payments. The Fees for the Equipment will be identified in the Order Document 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 Shipping Date. 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 Reseller with written notice of any disputed charges within thirty (30) days after the invoice date or shall otherwise be deemed to have waived its right to dispute such charge. Notwithstanding the foregoing, Reseller reserves the right to revise the Fees for Equipment upon expiration of the Initial Term.

Shipping. The Equipment will be delivered to a mutually agreed upon location. All shipping fees will be invoiced to and paid by Customer. Unless specified in an Order Document, shipping fees are not included in an Order Document.

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 Equipment 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 and Customer shall not attempt to resell the Equipment under any circumstances.
- (d) The Equipment 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 Equipment from such locations without the prior written consent of Reseller.
- (e) Customer will comply with all laws, rules, and regulations applicable to the procurement, use, operation, and maintenance of the Equipment, including but not limited to, export control and economic sanctions laws and regulations, health and safety, and anti-corruption.

4. RESELLER REPRESENTATIONS AND WARRANTIES

Reseller represents and warrants as follows:

- (a) Reseller 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 Reseller, enforceable in accordance with its terms.
- (c) The Equipment (i) will be free from material defects in manufacture, and (ii) provided they are deployed by Reseller or its authorized representatives in accordance with the Documentation, will substantially conform to the current published Documentation for one (1) year from the applicable Equipment's initial Shipping Date (the "Equipment Warranty"). Customer's sole and exclusive remedy, and Reseller's sole liability, for breach of any of the warranties in this Section 4(c) shall be for Reseller or its authorized third party supplier to perform maintenance and repair services. The Equipment Warranty will not apply to any Equipment which Customer, or Customer's agents, contractors or other Customer third-parties that interact with the Equipment, has (i) failed to use in accordance with the Documentation; (ii) been altered, except in accordance with Reseller or its third party supplier's written instructions; (iii) been used in conjunction with another vendor's products resulting in the need for maintenance (except for uses authorized by Reseller in writing); (iv) been damaged due to improper environment, which includes, but is not limited to, use of an improper power source or use of an indoor Equipment (as specified in the Order Document) in an outdoor environment; or (v) been 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 Equipment movement) as detailed in the Documentation. For the avoidance of doubt, Reseller's third party suppliers shall not be responsible for the Equipment Warranty, in whole or in part.
- (d) CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER RESELLER NOR ITS THIRD PARTY SUPPLIERS NOR THE EQUIPMENT CAN ELIMINATE, PREVENT, OR MITIGATE, IN WHOLE OR IN PART, THE OCCURRENCES OF THE EVENTS OR THREATS THAT THE EQUIPMENT IS INTENDED TO DETECT (INCLUDING, BUT NOT LIMITED TO, INCIDENTS AS DEFINED BELOW AND THAT NEITHER RESELLER NOR ITS THIRD PARTY SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, SHALL BE HELD LIABLE FOR ANY SUCH FAILURE (WHICH MAY INCLUDE WITHOUT LIMITATION, FAILURE TO DETECT THREATS, WHETHER DUE TO PRODUCT FAILURE, HUMAN ERROR, OPERATING ENVIRONMENT, SENSITIVITY SETTING OR EXTERNAL FORCES OUTSIDE RESELLER OR ITS THIRD PARTY SUPPLIERS' CONTROL) OR FOR NON-PRODUCTIVE TIME OR EQUIPMENT 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 AND REPAIR OF THE EQUIPMENT AND FOR THE SECURITY OF ITS PREMISES, PERSONNEL, AND VISITORS.

EXCEPT AS EXPRESSLY SET FORTH HEREIN NEITHER RESELLER NOR ITS THIRD PARTY SUPPLIERS MAKE AND DISCLAIM 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 RESELLER OR ITS THIRD PARTY SUPPLIERS' EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE DEEMED TO BE A WARRANTY BY RESELLER OR ITS THIRD PARTY SUPPLIERS FOR ANY PURPOSE OR TO GIVE RISE TO ANY LIABILITY ON THE PART OF RESELLER OR ITS THIRD PARTY SUPPLIERS UNLESS SPECIFICALLY CONTAINED IN THIS AGREEMENT. EXCEPT AS STATED IN THIS SECTION, NEITHER RESELLER NOR ITS THIRD PARTY SUPPLIERS REPRESENT OR WARRANT THAT THE EQUIPMENT WILL ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS OR THREATS IT IS INTENDED TO DETECT OR AVERT (INCLUDING, BUT NOT LIMITED TO, TORTS, WEAPONS OR EXPLOSIVES DETECTION OR OTHER CRIMINAL OR TERRORIST ACTIVITIES (COLLECTIVELY, "INCIDENTS")), FUNCTION FOR ITS INTENDED PURPOSE, PREVENT ANY ACTS OR INCIDENTS FROM OCCURRING OR CAUSING HARM OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, THE PREMISES, EMPLOYEES OR GUESTS, VISITORS OR OTHER THIRD PARTIES), OPERATE UNINTERRUPTED OR ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED. RESELLER AND ITS THIRD PARTY SUPPLIERS MAKE NO GUARANTY OR WARRANTY THAT THE EQUIPMENT WILL DETECT, MITIGATE, ELIMINATE, PREVENT OR AVERT INCIDENTS OR THEIR CONSEQUENCES.

5. 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 directors, officers, employees, advisors, 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 authorized recipients 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, know-how, 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 thirty (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 Reseller'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.
- (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 and expense, to limit or oppose the disclosure.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

Indemnification

Customer shall indemnify, defend and hold Reseller 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**”) resulting from 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 Equipment (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.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT NEITHER RESELLER, NOR ITS THIRD PARTY SUPPLIERS SHALL 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(d)), OR LOST REVENUES, EVEN IF RESELLER IS AWARE OF THE POSSIBILITY OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RESELLER’S OR ITS THIRD PARTY SUPPLIERS’ 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 RESELLER UNDER THE ORDER FORM UNDER WHICH LIABILITY AROSE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION.

MOREOVER, NEITHER RESELLER NOR ITS THIRD PARTY SUPPLIERS SHALL BE CONSIDERED AN INSURER AND THE FEES CHARGED FOR THE EQUIPMENT ARE INTENDED TO REFLECT THE VALUE PROVIDED TO CUSTOMER AND NOT THE VALUE OF CUSTOMER’S PREMISES WHERE THE EQUIPMENT ARE PROVIDED, ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. CUSTOMER IS SOLELY RESPONSIBLE FOR OBTAINING ANY INSURANCE COVERING PERSONAL INJURY OR DEATH AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT, ON OR TO THE CUSTOMER PREMISES WHERE THE EQUIPMENT ARE PROVIDED.

7. TERM

The term of this Agreement shall be for the period commencing on the Shipping Date and end upon the four (4) year anniversary of the Shipping Date or expiry of the last remaining Initial Term, whichever is later, unless earlier terminated in accordance with Section 8. Upon expiration of the Initial 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, Reseller 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. TERMINATION [For the purpose of illustration and subject to Reseller standard terms]

(a) Reseller may terminate this Agreement and/or any Order Document upon written 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 Reseller gives Customer a written notice of such default or breach; (iii) Customer attempts to move (to a location other than Customer’s premises), sell, transfer, assign, lease, rent, encumber, or sublet the Equipment without Reseller’s prior written consent; (iv) Customer violates

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 Reseller if Reseller fails to cure any material breach of its Equipment-related obligations under this Agreement within thirty (30) days after receipt of written notice describing such breach and mutual agreement in good faith that such a breach has occurred.

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

9. MISCELLANEOUS [For the purpose of illustration and subject to Reseller standard terms]

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 will be submitted to the appropriate Customer email contact at [REDACTED]. All invoices and notices will be deemed given when sent to Customer. Either Party may, from time to time, upon 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 Wisconsin without regard to conflict of laws principles. The Parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of the State of Wisconsin and to the jurisdiction of the United States District Court for the State of Wisconsin 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.

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 Reseller and any attempt at assignment or transfer without such consent shall be void and of no force or effect.

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 Reseller. The status of Reseller 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, 5 (Confidentiality), 6 (Indemnification and Limitation of Liability) of this Agreement 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 Product Recalls.** In the event that any Equipment regulatory or governmental directive requires the Equipment’s recall, destruction, withholding from the market, or other Equipment market withdrawal (each a “Product Recall”), Reseller shall bear all costs and expenses of such Product Recall, provided however, that if Customer’s actions or omissions caused the Product Recall, then Customer shall bear all costs and expenses of such Product Recall. Customer agrees to exchange all necessary documentation and information and shall reasonably assist in carrying out any such Product Recall.