

**LINSTAR CUSTOMER AGREEMENT  
(PURCHASE OR LEASE/SUBSCRIPTION MODEL)**

This LINSTAR Customer Agreement is issued by LINSTAR.

LINSTAR is an authorized reseller of products of Evolv Technologies Holdings, Inc., D/B/A Evolv Technology, Inc. (“Evolv”) which include both equipment and software used in conjunction with the equipment (the “Products”);

Customer desires to Purchase or lease/subscribe to Products;

This is a legal agreement under which Customer may procure the Products and related services from LINSTAR under one or more Order Documents, all as defined below.

1. LINSTAR agrees:

a. To procure and provide the Products defined in the Order Documents related to this agreement. The procurement of any future Products for Customer will be detailed in new Order Documents and will be exhibits to this Agreement. **“Order Document”** means an LINSTAR quote, or other LINSTAR generated document, setting forth a specific proposal to the Customer pursuant to which LINSTAR will provide Products to Customer.

2. The Products delivered under this Agreement are manufactured, licensed, or otherwise provided by EVOLV. Customer shall be bound by any applicable terms and conditions from EVOLV, including, but not limited to, the Evolv “Service Terms for Evolv Products” and “Product Schedule for Evolv Express®,” copies of which can be found at <https://legal.evolvtechnology.com/customers>. Customer understands and acknowledges that, in order to obtain access to the Products, EVOLV will require Customer to accept the EVOLV terms and conditions.

3. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, LINSTAR AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR PRODUCTS AND SERVICES PROVIDED TO CUSTOMER.

4. Except as otherwise provided below, this Agreement imparts no right, title, or ownership interest in the Products. Customer represents and warrants that the Products will be kept free and clear of all liens, charges, and encumbrances with respect to Customer's subscription, possession, use, or operation of the Equipment.

5. If Customer uses any cloud or other third-party services in conjunction with the Products, Customer is responsible for complying with the terms and conditions and privacy policies of such services, and all such use is at Customer's risk. Unless otherwise expressly provided in this Agreement, Reseller does not provide support or guarantee ongoing integration support for the Equipment and any cloud services.

6. Customer acknowledges that EVOLV owns and retains all rights, title and interest in and to the Products, and any intellectual property rights therein; that Customer shall not decompile, disassemble, reverse engineer or attempt to identify or discover any source code of Products or create a derivative work; and the software Products are licensed nonexclusively, solely for use with or as part of the equipment Products and cannot be licensed or accessed on a stand-alone basis.

7. Customer shall indemnify, defend and hold LINSTAR 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 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.

8. Customer shall be solely responsible for obtaining the insurance that Customer desires to cover (a) any risk or loss that may arise from or relate to the use of the Products or related services by Customer and (b) personal injury, including death, and real or personal property loss or damage in, about, on, or to the Customer premises where the Equipment or Services are provided. CUSTOMER ON CUSTOMER'S BEHALF AND ON BEHALF OF ANY INSURANCE CARRIER WAIVES ALL RIGHTS OF SUBROGATION THAT CUSTOMER'S INSURANCE CARRIER MAY OTHERWISE HAVE AGAINST LINSTAR ARISING OUT OF THIS AGREEMENT, THE RELATION OF THE PARTIES HERETO OR ANY INDEMNIFIABLE MATTER.

9. 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 “Service Terms for Evolv Products” and “Product Schedule for Evolv Express®,” as well as published manuals, operating documents, instructions and/or other processes or directions provided or made available to Customer by LINSTAR regarding the use, operation, and maintenance of the Products.
- d. The Products will only be used in the ordinary course of Customer’s business by competent, qualified, trained authorized agents, contractors, or employees at the Customer location(s) that are controlled by Customer and that are agreed upon by the Parties in writing.
- e. Customer shall not attempt to resell the Products under any circumstances and Customer will not remove the Products from such locations without the prior written consent of LINSTAR.
- f. Customer will comply with all laws, rules, and regulations applicable to the procurement, use, operation, and maintenance of the Products, including but not limited to, export control and economic sanctions laws and regulations, health and safety, and anti-corruption.

10. DISCLAIMERS

- a. THE PRODUCTS AND RELATED SERVICES CANNOT ELIMINATE OR PREVENT, CERTAIN RISKS OF LOSS AND THE AMOUNTS BEING CHARGED BY LINSTAR ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT NO LOSS OR DAMAGE WILL OCCUR, OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR.
- b. NEITHER LINSTAR OR EVOLV 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, TORTS, WEAPONS OR EXPLOSIVES DETECTION OR OTHER CRIMINAL OR TERRORIST ACTIVITIES) AND NEITHER LINSTAR OR EVOLV AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND 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 MANUFACTURER’S 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. THE EQUIPMENT AND SERVICES WILL NOT PREVENT WEAPONS FROM ENTERING THE CUSTOMER'S PREMISES.

11. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT LINSTAR 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 OR LOST REVENUES, EVEN IF LINSTAR IS AWARE OF THE POSSIBILITY OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LINSTAR' 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 LINSTAR UNDER THE ORDER FORM UNDER WHICH LIABILITY AROSE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION.

12. This Agreement is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, express or implied, related to the subject matter and not incorporated in this Agreement are superseded. Terms naturally surviving beyond expiration or termination, and necessary for proper enforcement of this Agreement, shall remain enforceable. Reseller acknowledges that the trademarks, service marks, trade names, and logos used by Reseller and its Third-Party Manufacturer in promoting the Equipment and Services are the exclusive property of Reseller and/or its Third-Party Manufacturer, as the case may be.