**EVOLV SUBSCRIBER AGREEMENT**

This Evolv Subscriber Agreement (“ESA”) is entered into by and between Evolv Technology Solutions, Inc., a Delaware corporation with its address at 580 Market Street #200, San Francisco, CA 94104, USA (“**Evolv**”) and Customer as of the Effective Date and sets forth the terms and conditions under which Evolv will provide Customer with access to and use of the Evolv Services. Each Order will be subject to the terms and conditions of this ESA. Customer agrees that all updates, modifications, and enhancements to the Evolv Services made available to Customer and all new Evolv Services subsequently purchased by Customer under an Order will be subject to the terms and conditions of this ESA. Evolv and Customer agree to be bound to the Agreement. Capitalized terms not otherwise defined herein have the meanings given to them in Section 14 (Definitions) below.

1. **TERM**

The Agreement shall commence on the Effective Date and continue for the Term.

1. **RESPONSIBILITIES**
	1. Customer has the right to access and use the Evolv Services during the term solely for Customer’s internal purposes. Customer is solely responsible for all aspects of the Customer Systems.
	2. Customer acknowledges that a high-speed Internet connection is required for proper access to the Evolv Services. Customer is responsible for procuring and maintaining the networks, software and equipment necessary to connect Customer Systems to the Evolv Services, including, but not limited to, commonly available, up-to-date, web browser software that supports transfer protocols utilized by the Evolv Services. Evolv assumes no responsibility for the reliability or performance of any computer networks, connections, or systems not owned or operated by Evolv.
	3. Customer, through its Administrators, is responsible for defining user access profiles, assigning unique User IDs and passwords to its Authorized Users, and configuring available security settings. Customer is entirely responsible for (i) maintaining the confidentiality of User IDs assigned to its Authorized Users and associated passwords, (ii) any and all activities that occur while operating under each such User ID, and (iii) compliance of its Authorized Users with the terms of the Agreement. Customer agrees to immediately notify Evolv of any unauthorized use of a User ID or any other breach of security related to the Evolv Services or Customer Data of which Customer becomes aware.
2. **Customer Data**
	1. Evolv shall maintain safeguards to protect Customer Data in accordance with the Safeguards Policy. Customer shall provide Customer Data to Evolv only in accordance with the data submission requirements described in the Safeguards Policy. Customer is solely responsible for the authority, quality, accuracy, and completeness of the Customer Data.
	2. Evolv will store, process and transfer the Customer Data for the sole purpose of providing, maintaining, and supporting the Evolv Services as contemplated under the Agreement.
	3. Evolv may produce Aggregate Data for Evolv’s own use, including but not limited to the generation of research, performance optimization, and resource support. Aggregate Data will not be published, displayed or transmitted to a third party in any form, in whole or in part, where Customer or any group or individual employed by or associated with Customer could be identified as the source of such data.
3. **Restrictions**

Customer, its Affiliates, and Authorized Users may not, and may not permit any person or entity to: (i) resell, transfer, make available, or allow the use of the Evolv Services, or any part thereof, directly or indirectly, to or by any person who is not an Authorized User or for the benefit of any third party other than an Affiliate of Customer, without the prior written approval of Evolv; (ii) copy, reverse engineer or otherwise attempt to obtain the source code, underlying ideas, or algorithms for any component of the software used to provide the Evolv Services, except and only to the extent these restrictions are expressly prohibited by applicable statutory law; (iii) alter, modify or adapt any component of the Evolv Services or any software used to provide the Evolv Services, including without limitation, translating or creating derivative works; (iv) introduce into or transmit through the Evolv Services any virus, worm, trap door, back door, or other harmful or malicious code, files, scripts, agents, or programs; (v) transmit or store infringing material in the Evolv Services; (vi) assign a User ID or make the Evolv Services available to any person who is less than 13 years old; (vii) use or knowingly permit, except with the express prior authorization of Evolv and under supervision by Evolv, the use of any security testing tools in order to probe, scan, or attempt to penetrate or ascertain the security of the Evolv Services; (viii) make any component of the Evolv Services available by loan, rental, service bureau, external time sharing or similar arrangement; (ix) access, attempt to access, or use the Evolv Services other than through a validly assigned User ID; (x) share a User ID with anyone other than the designated Authorized User; (xi) export or re-export the Evolv Services, Documentation, or any component or direct product thereof, except in compliance with all applicable export laws, restrictions, and regulations; (xii) remove, overprint, deface, obfuscate, or change any notice of confidentiality, copyright, trademark, logo, legend, or other notices of ownership or other rights from the Evolv Services or Documentation; (xiii) interfere with or disrupt the security, integrity or performance of, or impair the Evolv Services; (xiv) introduce any Open Source Software into the Evolv Services; or (xv) use the Evolv Services for any purpose and in any manner other than as expressly authorized in the Agreement and in accordance with the Documentation.

1. **Termination and Suspension**
	1. In the event that a party breaches any material provision of the Agreement and such breach is not cured within thirty (30) days after receiving written notice of such breach from the other party, such other party shall have the right to either terminate the Agreement or terminate the Order that was the subject of such breach. The Agreement may also be terminated upon written notice by a party if the other party (i) terminates or suspends its business activities; (ii) liquidates all or a substantial portion of its assets for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority to effect such liquidation of assets; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes to effect such liquidation of assets. Termination of the Agreement immediately terminates all Orders thereunder. In the event Customer terminates an Order (including by termination of the Agreement) for cause pursuant to this Section 5, Customer shall immediately cease all use of and access to the Evolv Services and shall receive a pro-rata refund of the pre-paid subscription fees corresponding to the terminated portion of the affected Subscription Term. In the event Evolv terminates an Order (including by termination of the Agreement) for cause pursuant to this Section 5, the payment obligation for all Subscriptions fees corresponding to the terminated portion of the affected Subscription Term shall accelerate and become payable forthwith.
	2. Evolv reserves the right to suspend Customer’s and its Affiliates’ access to and use of the Evolv Services (i) if Customer is in breach of any term of the Agreement and/or (ii) if any payment, other than an amount subject to good faith dispute, is due but unpaid and Customer has not corrected the delinquency within ten (10) days after Evolv has provided Customer written notice of such delinquency. Evolv Services will resume within a reasonable time after the breach has been cured or delinquency has been corrected. Evolv shall not be liable to Customer or to any Affiliate of Customer or other third party for any suspension of the Evolv Services pursuant to this Section.
2. **Fees**
	1. Upon execution of an Order, Customer thereby commits to pay all fees and charges in the Order for the entire Subscription Term. Unless otherwise specified in an Order, all fees and charges are invoiced annually in advance and payable within thirty (30) days of the invoice date. Payment amounts that are overdue, other than an amount subject to good faith dispute, will incur interest in an amount equal to one percent (1%) per month or the maximum allowed by law, whichever is less. Subject to the mandatory provisions of local law, all charges and fees are non-refundable except as expressly provided in the Agreement. Unless otherwise specified in the applicable Order, (a) all charges and fees under the Agreement shall be in United States dollars and all references to “dollars,” and “$” shall mean United States dollars
	2. All charges and fees set forth in an Order are exclusive of any Taxes. Customer is responsible for paying all Taxes arising out of the Orders under the Agreement or other transactions contemplated by the Agreement, excluding only taxes based on Evolv’s net income. If Evolv has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides a valid tax exemption certificate authorized by the appropriate taxing authority.
	3. Unless otherwise specified in the applicable Order, first year subscription fees and one-time fees are invoiced upon receipt of the applicable Order and subsequent year subscription fees are invoiced no more than thirty (30) days prior to the start of each annual period of the applicable Subscription Term. Customer is responsible for providing complete and accurate billing and contact information and must provide prompt notice of any changes to such information.
3. **Warranties and Disclaimer**
	1. Each of Evolv and Customer represents and warrants to the other that (i) it has the full power and authority to enter into and perform the Agreement, to grant the rights granted by it under the Agreement, and to perform its obligations under the Agreement, and (ii) it will comply with all laws applicable to the performance of its obligations hereunder.
	2. Evolv represents and warrants that, during the Term, (i) the Evolv Services shall perform materially in accordance with the Documentation, (ii) the Evolv Services will be free of viruses, trojan horses, worms, time bombs and other malicious programming routines designed to disable, damage, erase or corrupt software, hardware or data, and (iii) the support provided hereunder will be performed in a professional manner consistent with generally accepted industry standards reasonably applicable to the provision of the support. Evolv further represents and warrants that the functionality of the Evolv Services will not be materially degraded during a Subscription Term. Customer’s sole and exclusive remedy for breach of any warranty in this Section is the prompt repair, replacement or re-performance of the defective or non-conforming Evolv Services. If Evolv notifies Customer that such prompt repair, replacement or re-performance is not commercially reasonable, then within thirty (30) days of receipt of such notice, Customer may (a) grant an extension of time for Evolv to correct the non-conformity or (b) terminate the affected Order upon notice to Evolv and receive a pro-rata refund of the pre-paid subscription fees corresponding to the terminated portion of the affected Subscription Term.
	3. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE EVOLV SERVICES ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, THE RISK OF ANY USE CUSTOMER MAKES OF THE EVOLV SERVICES IS CUSTOMER’S OWN, AND NEITHER EVOLV, NOR ITS AFFILIATES, EMPLOYEES, AGENTS, OR LICENSORS MAKE, AND EVOLV, ITS AFFILIATES, EMPLOYEES, AGENTS, AND LICENSORS HEREBY SPECIFICALLY DISCLAIM, ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, TIMELINESS, QUALITY, ACCURACY OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
4. **Limitations of Liability**

To the fullest extent permissible by law: (i) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, OR LOST REVENUES, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES; AND (ii) IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY OR ANY THIRD PARTY, ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED (a) FOR DAMAGES ARISING FROM BREACH OF CONFIDENTIALITY (WHETHER ARISING FROM BREACH OF SECURITY OBLIGATIONS, BREACH OF PRIVACY OBLIGATIONS, OR OTHERWISE), THREE TIMES THE EQUIVALENT OF ONE (1) YEAR’S SUBSCRIPTION FEES APPLICABLE HEREUNDER AT THE TIME OF THE EARLIEST EVENT GIVING RISE TO LIABILITY, AND (b) EXCEPT FOR DAMAGES IDENTIFIED IN (a) ABOVE, THE EQUIVALENT OF ONE (1) YEAR’S SUBSCRIPTION FEES APPLICABLE HEREUNDER AT THE TIME OF THE EARLIEST EVENT GIVING RISE TO LIABILITY. The limitations in this Section will not limit: (x) either party’s indemnification obligations under Section 9; (y) damages resulting from a party’s gross negligence, willful misconduct or fraud; or (z); Customer’s payment obligations under Section 6. The limitations in this Section will apply notwithstanding any failure of essential purpose of any limited remedy.

1. **Indemnification**
	1. Evolv, at its expense, will defend and indemnify Customer from and against all costs, liabilities and expenses (including reasonable attorney fees) arising from a Claim against Customer and/or its Affiliates alleging that the Evolv Services infringe or misappropriate a US patent, trademark, trade secret, or copyright, including, but not limited to, all damages assessed, awarded, and/or fined by a court of competent jurisdiction or agreed to in settlement; provided that Evolv has no obligation or liability under this Section for any Claim under this Section arising from: (i) any modification to the Evolv Services unless such modification was made by Evolv or at the express direction of Evolv; (ii) use of the Evolv Services not in accordance with the Agreement or the Documentation; (iii) the combination of the Evolv Services with other products or services not supplied by Evolv, its subcontractors or its suppliers, unless such combination is expressly contemplated in the Documentation; (iv) infringing Customer Data. Should the Evolv Services become, or in Evolv’s opinion be likely to become, the subject of a Claim under this Section, at Evolv’s option and expense: (a) Evolv shall procure for Customer the right to make continued use thereof; (b) Evolv shall replace or modify the Evolv Services such that it becomes non-infringing; or (c) if in Evolv's sole discretion it determines that (a) and (b) are not available to Evolv on commercially reasonable terms, the affected Order(s) will be suspended or terminated on notice to Customer and Customer must cease using the Evolv Services, in which case, Customer will receive a pro-rata refund of the pre-paid subscription fees corresponding to the terminated portion of each affected Subscription Term. This Section shall be Customer’s sole and exclusive remedy and Evolv’s entire liability for any Claim under this Section.
	2. Evolv, at its expense, will defend and indemnify Customer from and against all costs, liabilities and expenses (including reasonable attorney fees) arising from a Claim against Customer and/or its Affiliates alleging that Evolv or its Affiliates violated a law or regulation applicable to its storage and processing of Customer Data, including, but not limited to, all damages assessed, awarded, and/or fined by a court of competent jurisdiction or agreed to in settlement; provided that Evolv has no obligation or liability under this Section for any Claim arising from Evolv’s receipt or processing of Customer Data that was collected or provided to Evolv in violation of applicable law. This Section shall be Customer’s sole and exclusive remedy and Evolv’s entire liability for any Claim under this Section.
	3. Customer, at its expense, will defend and indemnify Evolv from and against all costs, liabilities and expenses (including reasonable attorney fees) arising from a Claim against Evolv and/or its Affiliates alleging that Customer Data or Customer Systems infringes or misappropriates a US patent, trademark, trade secret or copyright or that Customer or its Affiliates have violated a law or regulation applicable to the collection, transfer or use of the Customer Data, including, but not limited to, damages assessed, awarded, and/or fined by a court of competent jurisdiction or agreed to in settlement. This Section shall be Evolv’s sole and exclusive remedy and Customer’s entire liability for any Claim under this Section.
	4. The parties’ indemnity obligations are contingent on the indemnified party giving the indemnifying party prompt written notice of a claim, provided, however, that failure of a party to give prompt notice shall not relieve the indemnifying party from its obligations under the Agreement unless the indemnifying party’s ability to defend or the defense is materially prejudiced by such failure. Upon receipt of notice of a claim from an indemnified party, the indemnifying party shall, at its sole cost and expense, assume the defense thereof by representatives chosen by it. The indemnified party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim. The indemnifying party shall have the right to assert any defenses, causes of action or counterclaims arising from the subject of the claim available to the indemnified party and shall also have the right to negotiate a settlement of the claim, subject to the indemnified party’s prior written consent to the extent such settlement affects the rights or obligations of the indemnified party, which shall not be unreasonably withheld or delayed. The indemnified party shall provide the indemnifying party with reasonable assistance, at the indemnifying party’s expense.
2. **Confidentiality**

Each party agrees that Confidential Information shall be maintained in confidence and not disclosed, used or duplicated, except as permitted in the Agreement. Recipient shall not copy or disclose Discloser’s Confidential Information except to its Representatives who need to know the Confidential Information in order to perform under the Agreement. Recipient and its Representatives may use Confidential Information only in connection with performance under the Agreement. Recipient will protect Discloser’s Confidential Information with the same, but not less than reasonable, standard of care it uses to protect its own Confidential Information. Each party shall promptly inform the other party of any security breach involving unauthorized disclosure of, or access to, Confidential Information. No more than thirty (30) days after expiration or termination of the Agreement, Recipient will cease use of and return or destroy all copies or extracts of Discloser’s Confidential Information except that Recipient may retain portions of Confidential Information in accordance with its procedures implemented to comply with applicable law or regulation, litigation hold or audit logging requirements, provided that such Confidential Information remains subject to the terms of the Agreement and may not be used except for such compliance purposes. Customer Data will be destroyed according to the terms of the Safeguards Policy. At the request of Discloser, Recipient will provide a certificate, signed by its authorized representative, acknowledging that Discloser’s Confidential Information has been returned or destroyed in accordance with these terms. The foregoing limitations on the disclosure and use of Confidential Information in this Section will not apply if the Confidential Information: (i) was already known to Recipient, other than under an obligation of confidentiality, at the time of disclosure by Discloser; (ii) was or becomes generally available to the public or otherwise part of the public domain, through no fault of Recipient or its Representatives; (iii) was lawfully received from a third party who rightfully acquired it and did not obtain or disclose it in violation of any confidentiality agreement or obligation; or (iv) was independently developed by Recipient without the use of, or reference to, the Confidential Information of Discloser. A party’s breach of its confidentiality obligations hereunder may cause the aggrieved party to suffer irreparable harm in an amount not easily ascertained. The parties agree that, upon any actual or threatened breach of a party’s confidentiality obligations hereunder, the aggrieved party will be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law. If Recipient is required by law to disclose Discloser’s Confidential Information, Recipient may do so, but will first, if legally permissible, provide Discloser with prompt notice of such pending disclosure so that Discloser may seek to contest or limit such disclosure and Recipient will provide reasonable assistance to Discloser at Discloser’s expense.

1. **Notices**

Except as otherwise specified in the Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given: (i) when verified by written receipt if sent by personal courier or overnight courier or mail with verification of receipt; (ii) when received if sent by mail without verification of receipt; or (iii) when verified by automated receipt or electronic logs if sent by email, provided e-mail shall not be sufficient for notice of breach, termination or indemnifiable claim. Notices to Customer shall be addressed to the contact designated in the relevant Order and Evolv shall be entitled to rely on that address until Customer gives Evolv notice that such address is no longer valid. In the case of notices required under the Support Policy, notices to Customer may instead be given by making such notices conspicuously visible to Customer’s Administrators upon log-in to the Evolv Services. Notices to Evolv shall be addressed: by hand delivery, courier or by postal mail to Evolv Technology Solutions, Inc., 611 Mission Street, San Francisco, CA 94105, USA, ATTN Legal Department; or by e-mail (where permissible) to legal@evolv.ai.

1. **Intellectual Property Rights**
	1. Except as expressly set forth herein, the Agreement does not grant either party any rights, implied or otherwise, to the other party’s content or the other party’s intellectual property.
	2. As between the parties, Customer owns Intellectual Property Rights in and to the Customer Data and Customer Systems. As between the parties, Evolv owns all Intellectual Property Rights in and to the Evolv Services and Documentation made available hereunder, and all modifications and enhancements thereof.
	3. Customer hereby grants to Evolv royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual licenses to (i) perform all acts with respect to the Customer Data as may be necessary for Evolv to provide the Evolv Services to Customer and, (ii) use and incorporate into Evolv’s products and Evolv Services any suggestions, recommendations, enhancement requests or other feedback provided by Customer and its Authorized Users relating to the design, content or operation of the Evolv Services or Documentation.
	4. Neither party may use the other party’s name or logos without the other party's prior written consent; except that, during the Term, Evolv shall have the right to describe Customer as a customer, to include Customer in customer lists, and to use Customer’s name and logos to identify Customer as a customer in proposals and presentations to prospective clients and investors and on its website.
2. **General Provisions**
	1. Evolv will maintain insurance coverage throughout the Term that meets or exceeds the levels described in the Insurance Schedule. For the avoidance of doubt, the policy limits described therein do not limit Evolv's liability to Customer hereunder. From time to time, Evolv may modify the Insurance Schedule by posting the new terms on Evolv’s website at http://www.Evolv.com/insurance-schedule, provided that the coverage types and policy limits described therein will not be reduced during the Term.
	2. The Agreement supersedes all prior or simultaneous oral or written negotiations and discussions of the parties and constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, supplement, or waiver of any of the provisions hereof shall be binding upon any party hereto unless made in writing and signed by a duly authorized representative of each party hereto. Notwithstanding any language to the contrary therein, no term, condition or provision of any purchase order, invoice or other administrative document issued by Customer or any third party in connection to this Agreement will be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, the Agreement, regardless of any failure of Evolv to refute or object to such term, condition or provision.
	3. The Agreement is binding on the parties hereto and their respective successors and permitted assigns, is solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person or entity. The parties agree that there are no third-party beneficiaries to the Agreement. The relationship established between the parties by the Agreement is that of independent contractors, and nothing contained in the Agreement shall be construed to: (i) give either party the power to direct and/or control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venture partners, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow a party to create or assume any obligation on behalf of the other party for any purpose whatsoever, except as contemplated by the Agreement.
	4. A party may not, without the prior written consent of the other party, assign the Agreement or any portion thereof, by operation of law or otherwise, and any attempt to do so shall be null and void. Notwithstanding the foregoing, a party may assign the Agreement to its successor-in-interest without obtaining the other party’s consent in connection with a merger, reorganization or sale of substantially all of the assets of such party. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
	5. The validity, interpretation and enforceability of the Agreement shall be governed by the laws of the State of California, USA without regard to its conflict of laws principles. The parties hereby submit to the nonexclusive, personal jurisdiction of the state and federal courts located in the County of San Francisco, California. The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) are expressly excluded. If any provision hereof shall for any reason be declared to be void or illegal, the enforceability of the Agreement or any other provision hereof shall not be affected. In addition, the parties agree that such void or illegal provision shall be construed in a manner designed to effectuate its purpose to the fullest extent enforceable under applicable law. The headings in the Agreement are for reference purposes only and shall not affect the meaning or construction of the terms and conditions. The Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision.
	6. Except where expressly stated otherwise, all remedies are cumulative and in addition to and not in lieu of any other remedy the party may have at law or in equity. In the event of any litigation of any controversy or dispute arising out of or in connection with the Agreement, its interpretations, its performance, or the like, the prevailing party shall be awarded reasonable attorneys’ fees and/or costs.
	7. Neither party shall be responsible for any delay or failure in performance resulting from acts beyond its reasonable control to the extent that such acts could not have been prevented or avoided by the exercise of reasonable diligence by the affected party, including, without limitation, act of nature, act of war or terrorism, riot, epidemic, fire, flood, labor difficulties, or act of government.
	8. No failure or delay on the part of any party in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in writing.
	9. Notwithstanding any expiration or termination of the Agreement, Sections 4 through 14 (inclusive) of this ESA shall survive such termination or expiration and remain in full force and effect.
	10. A Contract Document may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all such counterparts shall together constitute one and the same agreement. Any executed signature page of a Contract Document may be transmitted by e-mail, facsimile or other electronic transmission to the other party. Execution of a Contract Document by exchanging facsimile, portable document format (PDF), or e-Signature signatures shall have the same legal force and effect as the exchange of original signatures. If an e-Signature is affixed through the use of an e-signature application, it shall be deemed to be an original signature as if handwritten and no certification authority or other third party verification will be necessary to validate the e-Signature of any party or any agreement between the parties resulting from an e-Signature.
3. **Definitions**

“Administrator” means an individual designated by Customer who is responsible for administering one or more Evolv Services and has been issued a User ID with administrative access rights.

“Affiliate” means, with respect to a party, an entity under its direct or indirect Control or under common Control; but in any such case, such entity shall be deemed to be an Affiliate only so long as such Control exists.

“Aggregate Data” means the data and information generated by Evolv through the aggregation and transformation of certain values calculated from, isolated from, or inferred from Customer Data in combination with similar information obtained from other customers or partners and/or with information obtained from publicly available databases. For the avoidance of doubt, Aggregate Data shall not be considered Customer Data.

“Agreement” means collectively the ESA, the Order(s), and all amendments, addendums and supplements thereto including, without limitation, the Data Privacy Addendum, if any.

 “Authorized User” means a director, officer, employee, subcontractor, agent, or advisor of Customer or its Affiliate who has been issued a valid User ID.

 “Claim” means any claim, suit, or action filed by a third party.

“Confidential Information” means any business or technical information of Discloser or its Affiliates, whether provided in written, electronic, oral or any other form, that: (i) is clearly marked or identified as “confidential” or “proprietary” at the time of disclosure; or (ii) Recipient knows or should reasonably understand is the confidential or proprietary information of Discloser or its Affiliates; or (iii) belongs to one of the following categories: Customer Data, Benchmark Content, financial data, customer information, technical schematics, technical data, technical algorithms, product pricing, product roadmaps, product documentation, product software in source code, object code, or any other form, information about pending mergers or acquisitions, security procedures, and the terms of the Agreement.

“Contract Document” means individually the ESA, any Order, or any amendment, addendum or supplement thereto including, without limitation, the Data Privacy Addendum.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legally recognizable entity, whether through the ownership of more than fifty percent (50%) of the voting shares, by contract, or otherwise.

“Customer Data” means the electronic data transferred to Evolv by Customer and received and processed by the Evolv Services during the Term, in accordance with the requirements for submission of Customer Data set forth in the Safeguards Policy.

 “Customer Systems” means Customer’s computer hardware, software, communications equipment, service provider services, and all content stored or displayed thereon, necessary for Customer and its Authorized Users to access and use the Evolv Services.

“Data Privacy Addendum” means the Evolv Data Privacy Addendum executed between Evolv and Customer pertaining to the processing of Personal Data under the Agreement, if any.

“Discloser” means the party disclosing, or on whose behalf its Representatives are disclosing, Confidential Information.

“Documentation” means the reference, administrative, and user manuals for the Evolv Services published by Evolv and made available to Customer, which may be updated from time to time by Evolv, but excluding any sales or marketing materials.

“Effective Date” means the Order Date of the initial Order placed under the Agreement.

 “ESA” means this Evolv Subscriber Agreement, including (i) all schedules and exhibits expressly referenced herein and (ii) all addendums and amendments that expressly amend or are incorporated into this ESA and are properly executed by the parties hereto (or their permitted successors).

“Evolv Services” means those certain software-as-a-service offerings as identified in the applicable Order.

“e-Signature” means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to, or associated with an electronic document that is adopted or performed by the signer with the present intent to authenticate, manifest acceptance of, or assent to such electronic document.

“Intellectual Property Rights” means all current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and all similar rights.

“Insurance Schedule” means the Evolv Insurance Schedule, located at http://www.evolv.ai/insurance-schedule.

“Order” means an executed ordering document in the form provided by Evolv that incorporates an express reference to this ESA.

“Order Date” means the date of signature of the last party to sign an Order.

“Personal Data” has the meaning assigned to it in the applicable Data Privacy Addendum.

“Privacy Policy” means the Evolv privacy policy, located at <http://www.evolv.ai/privacy-policy>.

 “Recipient” means the party receiving, or on whose behalf its Representatives are receiving, Confidential Information.

“Representatives” means, with respect to a party, the directors, officers, employees, independent contractors, and agents (including, without limitation, attorneys, accountants, and auditors) of the party and its Affiliates.

“Safeguards Policy” means the Customer Data Safeguards Policy, located at <http://www.evolv.ai/safeguards-policy>.

“Service Fees” means fees for the Evolv Services.

 “Subscription Term” means the applicable initial term or renewal term of an Order, as further specified therein.

“Support Policy” means the Evolv Services Support Policy, located at <http://www.evolv.ai/support-policy>.

“Taxes” means all taxes, duties, VAT or similar charges imposed by any government or other authority, including without limitation federal, state, provincial, dominion, foreign, and local sales, use, withholding, and excise taxes.

“Term” means the term of the Agreement, commencing on the Effective Date and continuing until all Orders have expired or been terminated.

 “User ID” means a unique user login identifier for access to the Evolv Services.