Terms of Sale, Rental, and Service

1. Effective Date: November 1, 2026

2. These Terms of Sale, Rental, and Service ("Terms") are effective as of the date noted above. These Terms explain the terms and conditions under which Bear Communications, Inc., BearCom Operating, LLC, Stone Security, LLC and their affiliated and subsidiary companies, ("Company") will sell equipment ("Sale Equipment"), rental of equipment ("Rental Equipment"), subscription services from the original equipment manufacturer ("Subscriptions") and/or installation and/or maintenance services ("Services") to any customer ordering or receiving Equipment or Services ("Customer") throughout North and South America. Where specific countries require different terms, those terms are stated in these Terms. StoneOne is a trade name of the Company.

3. SCOPE AND RATES.

a. The scope of work ("SOW") will be stated in the applicable Company quote. Rates are subject to change upon notice. When Company ships Rental Equipment or Sale Equipment, the Customer is obligated to pay the shipping charges, including any express or expedited rates if expedited delivery is requested. Customer is obligated to pay any packing and shipping charges to return Rental Equipment. Cancelled orders for Sale or Rental may be subject to a 20% restocking fee together with all manufacturer cancellation charges, freight charges, custom-order costs, non-refundable deposits, and other costs incurred by Company.

b. Pricing expressly identified in the applicable Company quote or Statement of Work as "firm" or "fixed" shall remain valid only for the period stated in such quote or Statement of Work. If no validity period is stated, such pricing shall remain valid for no more than 30 days from the date of the quote. This applies only to pricing expressly designated as firm or fixed and does not apply to time-and-materials, hourly, unit-rate, subscription, recurring service, managed service, maintenance, monitoring, SLA, or other pricing that is not expressly identified as firm or fixed.

c. Company may adjust pricing for: (i) changes requested by Customer; (ii) changes in scope, schedule, site conditions, quantities, assumptions, or project requirements; (iii) delays, disruptions, or impacts caused by Customer or third parties; and (iv) increases in Government-Mandated Charges, taxes, tariffs, duties, freight, shipping, labor, material, equipment, or other costs outside Company's reasonable control. Any such adjustment may be reflected in a revised quote, change order, invoice line item, or other written notice from Company.

4. AGREEMENT TO PAY. All payments shall be made in the local currency of the country where the work is to be performed, or equipment is to be delivered. Unless Company has agreed to different payment terms or requires milestone payments, deposits, or pre-payment, Customer is obligated to pay the rates listed on the Company quote, without offset or deduction, within 30 days of the date of invoice. Customer shall not withhold, set-off, recoup, deduct, or otherwise reduce any payment due to Company based upon any claim, dispute, warranty issue, or alleged breach. Unpaid invoices will incur late charges at the lower of 1 ½% per month or the maximum legal rate of interest until such overdue amounts (and interest accrued on such overdue amounts) are paid. Customer shall reimburse Company for all costs incurred in collecting overdue amounts, including attorneys' fees, court costs, expert fees, collection agency fees, and expenses." Customer is solely responsibility for and agrees to pay all taxes, tariffs, license fees and similar charges payable at any time with respect to the Sale, Installation, Maintenance or Rental of Equipment. If Customer represents that any particular transaction is exempt from taxes, Customer is obligated to provide Company with a current and accurate exemption certificate prior to product shipment or service delivery. Customer is obligated to repay to Company any tax it was required to pay on Customer's account to any taxing authority. Government-mandated charges, including but not limited to tariffs, duties and taxes, however characterized ("Government-Mandated Charges"), levied on any transaction are payable by Customer, and Company will pass such Government-Mandated Charges to Customer either by line item or as reflected in item or total order price increases. Government-Mandated Charges will be invoiced as levied and are not subject to prior notification by Company to Customer. If the Equipment is sold on credit, Customer acknowledges that Company retains a security interest in the Equipment. Freight will be charged as a separate line item on all invoices, and Customer agrees to pay for such charges. All payment terms set forth in these Terms are subject to Company approval of Customer's credit, at Company's discretion; Company may suspend delivery of Equipment, Subscription Services, monitoring services, maintenance, support, warranties, service obligations, and any other performance obligations until all amounts due are paid in full.. Unless prohibited by applicable law, Company will assess a surcharge for credit card payments made by Customer.

5. DISCLAIMER OF WARRANTIES

a. All Equipment is sold only with the warranties provided by the manufacturer of such Equipment, if any. Company assigns to Customer any transferable manufacturer warranties to the extent permitted by the manufacturer. Manufacturers may refuse warranty coverage for defects or damage caused by using third-party parts or third-party services.

b. For any System Company did not design, engineer, or install, Company cannot guarantee that the system is compliant with regulatory requirements or will function in the way Customer intends, and Company specifically disclaims any liability for such compliance. Where Company installs a system, Company warrants that the system will perform in accordance with the specifications of the

Company quote in all material respects. Upon System Acceptance or Operational Use (whichever occurs first), this limited warranty expires. Company's liability in connection with any asserted defect with respect to the Equipment or Services shall be to repair or replace the Equipment or to reperform the Services. **THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.** Company is not liable for any outside RF interference that may cause disruptions or outages of Customer's systems and services. Where telephone lines and equipment Customer owns are used in conjunction with Equipment Company maintains, Company disclaims liability for telephone lines and any equipment not owned by Company or covered by Company through a SOW. Company does not warrant uninterrupted operation of software, firmware, cloud-based functionality, network connectivity, or third-party services.

c. Where Company installs Security Equipment, including but not limited to CCTV, Access Control, Intrusion or Alarm Equipment, Company makes no warranty or representation that the installation of Security Equipment will operate without interruption or error. Company cannot be held liable for client IT issues such as change of a router, failed connection, change of internet service provider, re-set of router, new mobile phone, and loss of settings on the router or a new operating system. Company provides Security Equipment to assist in the security of the Customer's premises, but Company does not guarantee the security of the property, the Customer or the contents contained inside. Company does not warrant or guarantee prevention, detection, deterrence, or avoidance of theft, vandalism, workplace violence, weapons-related incidents, unauthorized access, personal injury, or criminal activity. Any analytics, artificial intelligence, facial recognition, license plate recognition, weapons detection, or similar features are provided as investigative tools only and are not guaranteed to detect or identify any event accurately. Company does not act and shall not be deemed to act as an insurer of the customer's property or contents contained within and makes no warranty that the property or contents contained therein are completely secure or inviolable as a result of the system's installation.

d. If Customer modifies trailers in any manner, including but not limited to adding items or equipment to telescoping masts, or using internal power sources to power unrelated equipment, or installs third-party software, hardware, firmware, accessories, or network configurations not approved by Company, any warranty extended by Company is immediately voided.

e. COMPANY MAKES NO OTHER WARRANTY WITH RESPECT TO EQUIPMENT OR SERVICES, AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED BY LAW, AS TO THE MERCHANTABILITY OF EQUIPMENT, SYSTEMS, OR SERVICES PROVIDED HEREUNDER, NOR THEIR FITNESS FOR ANY PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY

a. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO COMPANY FOR THOSE SPECIFIC PRODUCT(S) PURCHASED BY CUSTOMER HEREUNDER THAT ARE THE SUBJECT OF THE CLAIM OR, AS TO SERVICES, FOR THE AMOUNTS PAID TO COMPANY FOR THE SPECIFIC SERVICES PERFORMED BY COMPANY HEREUNDER THAT ARE THE SUBJECT OF THE CLAIM.

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR DATA, OR BUSINESS INTERRUPTION, INCLUDING COSTS RELATED TO CYBER INCIDENTS, RANSOMWARE EVENTS, REGULATORY INVESTIGATIONS, NOTIFICATION OBLIGATIONS, DATA BREACHES, AND FORENSIC ANALYSIS ARISING OUT OF OR RELATED TO THE EQUIPMENT, SUBSCRIPTIONS, OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY.

c. This limitation of liability is a material basis for the parties' bargain and reflects the bargained-for allocation of risks between Company and Customer, without which Company would not have agreed to provide the Equipment or Services at the price charged. Company does not authorize any agent, representative, or personnel to make any other warranties or alter this disclaimer of warranty.

7. INDEMNITY/HOLD HARMLESS/DAMAGES. CUSTOMER ACKNOWLEDGES AND ASSUMES ALL RISKS INHERENT IN THE PLACEMENT, OPERATION AND USE OF THE EQUIPMENT. CUSTOMER AGREES TO REIMBURSE, DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, INJURIES, DEMANDS, COSTS, EXPENSES, FINES, SETTLEMENTS, PENALTIES, CLAIMS AND DAMAGES (INCLUDING ATTORNEYS' AND LEGAL FEES) OF ANY KIND OR NATURE ("CLAIMS") ASSERTED BY ANY PERSON OR BY OR BEFORE ANY GOVERNMENTAL ENTITY ARISING OUT OF THE PURCHASE, USE,MAINTENANCE, PLACEMENT, INSTRUCTION, OPERATION, TRANSPORTATION, POSSESSION, OWNERSHIP OR RENTAL OF THE EQUIPMENT OR SERVICES RENDERED HEREUNDER, HOWEVER CAUSED OR RELATED IN ANY OTHER WAY TO THESE TERMS, EXCEPT TO THE EXTENT THOSE CLAIMS ARE THE RESULT OF COMPANY'S NEGLIGENCE. CUSTOMER SHALL ALSO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY FROM ALL CLAIMS ARISING OUT OF CUSTOMER'S COLLECTION, RECORDING, MONITORING, STORAGE, PROCESSING, USE, DISCLOSURE, OR RETENTION OF PERSONAL INFORMATION, VIDEO, AUDIO, BIOMETRIC INFORMATION, SURVEILLANCE INFORMATION, ACCESS-CONTROL DATA, LICENSE PLATE INFORMATION, WEAPONS-DETECTION DATA, OR OTHER REGULATED INFORMATION.

8. SERVICE LEVEL AGREEMENTS. Company offers Service Level Agreements ("SLA") in accordance with an accepted Company quote, and subject to these Terms. All Equipment must be in good working order as determined by Company in its sole discretion, on the

start date of the SLA or when additional Equipment is added. Customer must provide Equipment information to Company as requested, including serial and model numbers for all included Equipment. If Company is providing Services for Equipment, the Equipment manufacturer parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by the manufacturer will be followed. If Customer purchases additional Equipment, the additional Equipment may be added to the SLA and will be billed at the applicable rates. Service will be provided at the location specified in the SLA. Waivers of liability from Company or its subcontractors cannot be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Company may perform its Services. Unless otherwise stated in the SLA, the hours of Service will be 8:00 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless specifically included in the SLA, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave Equipment, tower or tower lighting, duplexer, combiner, or multicoupler. In the event Company loans Equipment (including but not limited to tools, dies, gauges and drawings) to Customer, Customer acknowledges that such remains the sole property of Company, and Customer is liable for loss or damage to such loaned Equipment until Company removes such from the Job Site.

9. **SERVICES EXCLUSIONS**. Any services not specifically noted in a SOW are excluded. , ,. These exclusions are, by way of illustration but not limitation: service of any transmission line, antennas, tower or tower lighting, unless such work is described in the SOW; consumables and the installation of consumables; replacement of Equipment that has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electrical abuse or misuse, acts of God, fires or other casualty and other non-covered repairs, cybersecurity monitoring, incident response, penetration testing, vulnerability management, data backup, disaster recovery, software development, and regulatory compliance unless expressly included in the SOW. Company will bill at Company's then-current rates for any service call made in response to issues not covered by a SOW. If, in Company's reasonable opinion, the Equipment cannot be economically or properly repaired due to (for example but not limitation) excessive wear, deterioration or unavailability of parts, Company will give Customer no less than 30 calendar days' notice and will either remove the Equipment from a SOW or provide Customer with updated pricing to service the Equipment. Equipment that cannot be repaired at Customer's location will be transported to the nearest Company branch for repair at Customer's expense.

10. **RECEIPT AND RISK OF LOSS.** Company will deliver the Equipment to the site designated by Customer ("Job Site"). Company will endeavor to meet Customer's expected schedule but cannot guarantee any specific time or date of delivery. For Rental Equipment, Customer agrees to not remove the Rental Equipment from the Job Site without Company's prior written consent. Customer is obligated to inspect any Equipment prior to accepting delivery, and to confirm that the Equipment is in good working order and is sufficient for the purpose for which Customer intends it to be used. For Sale and Rental Equipment, Customer accepts the risk of loss at the time of delivery. Company retains title to Sale Equipment until the entire purchase price has been paid. Company retains title to Rental Equipment throughout any rental period, and Customer agrees to keep the Rental Equipment free and clear of all liens and encumbrances during the rental period. Customer agrees that delivery occurs at the earliest of the following: (1) Customer's physical receipt of the Equipment; (2) upon Company's transfer of the Equipment to a transportation agent for shipment. Customer agrees to provide an authorized individual at the delivery point to receive delivery of the Equipment. ***Upfitted Vehicles:*** For vehicles that were upfitted and ready for delivery to Customer ("Completed Vehicles"), Company will provide 3 days free storage of the Completed Vehicle at a designated Company branch. Starting on the third day, Company will charge storage fees at the rate noted in the quote. Regardless of when Customer picks up the Completed Vehicle, Customer is obligated to provide insurance coverage on the Completed Vehicle which will include the value of Equipment that has been incorporated into it. During the storage period, Company will take reasonable precautions to protect the Completed Vehicle, but Customer acknowledges that its insurance will cover any loss or damage to the Completed Vehicle and that it will remain obligated to pay Company for the Equipment incorporated into it.

11. **Customer-Owned Equipment Storage; Risk of Loss and Abandonment**. At Customer's request, Company will retain ordered Equipment pending installation. On the agreed transfer date, Customer assumes title to the Equipment, all risk of loss of or damage to the Equipment, and all taxes, registrations, permits, and governmental charges relating to the Equipment, regardless of the location of the Equipment. Company will use commercially reasonable efforts to segregate the Equipment as Customer-owned and to not use or redirect it. Company will hold the Equipment solely as a commercial accommodation to Customer, and such accommodation will not create a bailment, warehouse, fiduciary, or other special relationship or duty. Company is not an insurer and will not be liable for any loss, theft, damage, deterioration, depreciation, obsolescence, delay, loss of use, lost profits or revenue, or any incidental, consequential, special, exemplary, or punitive damages relating to the Equipment while it is retained pending installation. Company's aggregate liability arising out of or relating to its retention of the Equipment pending installation will not exceed the greater of the storage fees paid by Customer during the six months immediately preceding the event giving rise to the claim or $1,000. Customer will maintain insurance on the Equipment in an amount not less than its full replacement value and will cause its insurer to waive all rights of subrogation against Company. Storage will be provided without charge until the earliest of completion of the applicable infrastructure, the agreed installation date, or 90 days after the transfer date. Thereafter, Company may charge Customer reasonable storage fees and related costs. Upon 30 days' prior written notice to Customer, Company may require Customer to remove the Equipment. If Customer fails to do so within that notice period, Company may ship, move, or relocate the Equipment at Customer's sole cost and risk. The Equipment will be deemed abandoned if Customer fails to remove it within 90 days after Company's written request, fails to pay any storage charges within 15 days

after notice of delinquency, or otherwise fails or refuses to take possession of the Equipment. After giving any notice required by applicable Law, Company may dispose of abandoned Equipment in any commercially reasonable manner. Customer will remain liable for all storage fees, transportation costs, disposal costs, and other related charges, and will defend, indemnify, and hold harmless Company and its Affiliates, and their respective officers, directors, employees, and agents, from and against any claims, losses, liabilities, damages, costs, and expenses arising out of or relating to Customer's ownership, storage, failure to remove, abandonment, or disposition of the Equipment.

12. **RENTAL TERM.** Rental of Equipment begins at the time noted in the Company quote or in any other Company Document related to the particular Rental Equipment. Company may require a minimum Rental Term. If Customer wishes to retain the Rental Equipment beyond the original Rental Term, it is obligated to contact Company and request a Rental Term extension, which Company can accept or decline at its sole discretion. If Customer retains the Rental Equipment without prior approval, Company reserves the right to charge for additional weeks at its discretion, or invoice Customer for the replacement value of the Rental Equipment it retained. Company will not credit rental charges for Rental Equipment returned prior to the end of the Rental Term and may charge a cancellation charge of up to 80% of the remaining amount of the Rental Term.

13. **USE AND RETURN OF RENTAL EQUIPMENT.** Customer is obligated to ensure familiarity with the proper operation and use of each item of Rental Equipment and its acceptance of any Rental Equipment is its representation that it has the required familiarity. Company will demonstrate the proper operation of Rental Equipment if that is included in the SOW. Customer will not use or allow anyone to use Rental Equipment for an illegal purpose or in an illegal manner. Customer will not use or allow anyone to use the Rental Equipment without a license or permit, if such is required under any applicable law. When Customer is renting trailers or equipment that is contained within or affixed to trailers, Customer is required to position the trailers to avoid exposing people or property to injury or damage. If Rental Equipment utilizes dunnage, wheel chocks, outriggers or crank jackstands, Customer is obligated to ensure that such are properly used during or after any movement of the Rental Equipment at a Job Site. Customer is obligated to ensure that any trailers are placed on a level surface that is weightbearing and that location has sufficient overhead clearance. Customer may not alter or modify Rental Equipment, including but not limited to adding any equipment or other item to the telescoping mast. Company does not make allocation or distribution decisions with respect to Rental Equipment or determine where any trailer is positioned. Customer is required to ensure the safety and security of the Equipment, and to take all required measures to ensure the safety of any visitors to the Job Site. Customer is obligated to keep Rental Equipment in good and efficient working order, condition and repair, reasonable wear and tear excepted. When returning Rental Equipment at the end of the Rental Term, Customer is obligated to ensure that the Rental Equipment is packed properly and in accordance with any shipping instructions. If the Rental Equipment is damaged in transit, Customer is liable for those damages up to the replacement value of the Rental Equipment damaged, destroyed, or lost. Customer will visually inspect the Rental Equipment regularly and immediately notify Company when it needs repair or maintenance. Customer agrees that they will not make any alterations, additions, or improvements to the Rental Equipment, and that it will not remove any identification, warning or other labels that are affixed to the Rental Equipment. If the Rental Equipment is lost, stolen, destroyed or if the estimated cost of repair exceeds its book value, then Customer will be invoiced for the replacement cost of the Rental Equipment, as well as the rental fee for the damaged or lost Rental Equipment through the date of replacement. Customer acknowledges that the value of Company's damages is equal to the replacement cost, not the book value, of the damaged Rental Equipment, as well as the rental fees that could have been received had the Rental Equipment not been damaged, destroyed or lost. Customer is required to pay all invoiced fees. Customer is obligated to ensure that any Equipment that is covered under a SOW for Services is maintained in the proper environmental conditions.

14. **RETURN POLICY.** Return requests must be made within 30 days of invoice date for radio equipment, parts and accessories sold to Customer. If any Equipment is inoperable upon delivery, Customer must notify Company within 14 days of delivery to be eligible for credit or exchange; inoperable Equipment returned after 14 days will be processed as warranty repairs. Equipment eligible for return is subject to a 20% restocking fee. Equipment returned must be new, unopened, unmodified and in the original packaging to receive full credit. Customized or custom-made equipment, including by way of illustration, custom cabinets, tuned duplexers, computer equipment, software, BDAs, and built-to-order repeaters, are not eligible for return. Materials that have been determined to be outside the return policy requirements will be returned to the Customer or disposed of at Customer's expense. Cellular products, including boosters and cellular accessories, are subject to the manufacturer's terms.

15. **SITE CONDITIONS.** Customer is obligated to ensure that all Job Sites are safe, secure and comply with industry standards. Job Sites must have adequate physical space, temperature regulation and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment, and conditions; adequate telephone or other communication lines, all for the installation, use and maintenance of the system. Company may, but is not required to, inspect the Job Site, and notify Customer of any apparent deficiencies in advance of performing work. If Company determines that the Job Site conditions are materially different from the conditions anticipated in its quote, Company will negotiate in good faith a change order with modified scope and pricing. Customer is obligated to ensure that any location designated for trailers is level, secure, and weight-bearing. For trailers that have telescoping masts, Customer is obligated to evaluate the specifications as published and ensure that the trailers are operated within those specifications, including but not limited to overhead clearance, temperature and wind velocity.

16. **SYSTEM ACCEPTANCE**. Company will give Customer no less than 10 calendar days' notice of the acceptance testing date. After the

successful completion of any acceptance test, Company will provide Customer with a System Acceptance Certificate ("Acceptance Certificate"). If separate tests are required for individual subsystems or phases, separate Acceptance Certificates will be issued. If the system or subsystem fails within the first 5 days of receiving the System Acceptance Certification, Customer will have 10 calendar days to provide Company with a written notice that includes sufficient information to allow Company to evaluate Customer's assessment. Minor omissions or variances that do not materially impair the system do not constitute a failure. If Customer does not provide Company with a written notice within 15 calendar days, the system will be deemed accepted by Customer. Customer agrees that it will not begin operational use ("Operational Use") until it receives an Acceptance Certificate. If Customer places the system into Operational Use prior to being issued an Acceptance Certificate, Customer voids any warranty as noted in these Terms and accepts responsibility for damages or loss arising out of this unauthorized Operational Use. Operational Use shall constitute final acceptance of the applicable system for all purposes under this Agreement.

17. **SALE OR RENTAL OF EQUIPMENT WITH THIRD-PARTY SOFTWARE.** Equipment may contain embedded software ("Embedded Software") from the Equipment manufacturer. Company offers Equipment containing Embedded Software strictly in compliance with applicable warranties, limitations and exclusions as published by the Equipment manufacturer. Under no circumstances will Company be liable to Customer for additional and/or expanded liability than the Equipment manufacturer offers to Company. Limitations, exclusions, and warranty statements for any Embedded Software are available from the Equipment manufacturer. Customer acknowledges that Company is not a software developer, and that any Embedded Software is offered "as is" without any warranties from Company. Customer agrees to indemnify and defend Company against any claims, including but not limited to claims related to property damage, loss, personal injury, or death, brought by third parties arising from use of any Equipment containing Embedded Software. Customer agrees to be bound by the terms of the Equipment manufacturer's end user agreement ("EUA"), as such may be amended by the manufacturer from time to time; Customer is obligated to ensure that its use of the Equipment and any Embedded Software is consistent with the terms of the EUA. EUA terms are available upon request to the Equipment manufacturer and are not subject to negotiation or change by Customer. *Evolv Weapons Detection Products and Services: By proceeding with any order or accepting any quote including Evolv technology, Customer acknowledges and agrees to abide by the applicable Schedules(s) for the Products and/or Professional Services identified herein and the Service Terms outlined at https://legal.evolvtechnology.com/customers, without changes or exceptions, as those terms may be modified from time to time, in Evolv's sole and absolute discretion. Acceptance of any product or order including Evolv technology constitutes acceptance of Evolv's Schedule(s) and Service Terms.*

18. **SUBSCRIPTION SERVICES.** Company may offer Customer Subscription Services offered entirely or in part by an original equipment or software manufacturer. Such Subscription Services may cover hardware, software, and/or support for manufacturer's equipment, including but not limited to MOTOTRBO Care or Evolv Concealed Weapons Detection, CWD and similar offerings. Subscription Services are provided to the Customer expressly conditioned on the Customer's acceptance of the subscription terms offered by the manufacturer, including but not limited to any guaranteed contract terms and cancellation or termination charges. Because Company is offering Subscription Services expressly based upon terms from a third party, Company rejects any changes to such underlying terms, regardless of any other agreement between Customer and Company. Customer agrees that it will be liable for, and will pay all invoices related to Subscription Services, on the terms required by the manufacturer, without exception or change. Monitoring services may be offered by Company through a third-party monitoring service; any Customer requesting monitoring services is bound by the terms and conditions extended by the monitoring service, as those may change from time to time.

19. **INSURANCE COVERAGE.** Where Company is providing Rental Equipment to Customer, Customer agrees to maintain and carry, at its sole cost and expense, with insurers acceptable to Company, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment against all risks of loss and sufficient to cover its indemnity and liability obligations stated in these Terms. Upon Company's request, Customer agrees to supply a Certificate of Insurance (COI) clearly setting forth the coverage for the Equipment and naming Company as loss payee and additional insured. ***Upfitted Vehicles***: For vehicles being upfitted, Customer's insurance must cover its vehicle against all risks of loss from the time Customer delivers the vehicle to Company until the Completed Vehicle is delivered to Customer. Customer's insurance must include the value of the equipment installed into the Completed Vehicle. The amount and type of insurance on Customer's vehicle does not limit its obligation to pay Company for the full value of Company's services and equipment.

20. **DEFAULT.** Customer will be in default with respect to its obligations under these Terms upon the occurrence of any of the following ("Default"): (a) failure to make any payment when due; (b) any insurance coverage required to obtained and maintained by Customer lapses, expires or is cancelled; (c) any representation or warranty Customer made in these Terms or other order for Equipment or Services is false or misleading in any material respect; (d) Customer remains in breach of any obligation under these Terms for 10 or more days after receiving notice of such breach from Company; (e) Customer breaches any other agreement between the parties; (f) Customer becomes insolvent, is liquidated or dissolved, amalgamated, merges, transfers substantially all its stock or assets, ceases or threatens to cease doing business, or assigns rights or property for the benefit of creditors; or (g) a petition is filed by or against Customer under any bankruptcy or insolvency law. Upon the occurrence of a Default event, Company may do any and/or all of the following: (i) terminate any transaction pending between the two parties; (ii) declare any amounts owed immediately due and payable and commence legal action; (iii) retake possession of any Sale Equipment for which Company has not received full payment; (iv) retake possession of any Rental Equipment, holding Customer liable for all rent and other charges; and/or (v) pursue any other remedies available by law, and (vi) recover from

Customer all costs of repossession, removal, storage, repair, and return logistics for any Equipment.

21. CONFIDENTIALITY. Confidential or proprietary information disclosed by one party to the other, either orally or in writing ("Confidential Information") may include the following types of information and other information of a similar nature (whether or not reduced to writing or still in development): designs, concepts, drawings, ideas, inventions, specifications, techniques, discoveries, models, documentation, diagrams, flow charts, research, development, processes, procedures, know-how, marketing techniques and materials, marketing plans, timetables, strategies and development plans (including prospective trade names or trademarks), customer names and other information related to customers, employee information, pricing policies and financial information. Confidential Information does not include information that is now generally known in the industry, is independently developed by the receiving party without reference to information provided by the disclosing party, or which the receiving party lawfully obtains from a third party. Both parties agree to protect Confidential Information using at least as much care it uses to protect its own confidential or proprietary information.

22. NON-SOLICITATION. During the term of this Agreement and for 1 year after any termination, Customer agrees not to solicit for employment any of Company's personnel who had a direct involvement in developing systems, selling, renting, installing, or servicing Equipment, without Company's express written consent. This restriction shall not apply to general solicitations not specifically directed at Company personnel, unsolicited applications, or individuals whose employment with Company has terminated prior to the solicitation.

23. USE OF SUBCONTRACTORS. Customer agrees that Company may use subcontractors to perform any Services hereunder. Notwithstanding the use of any subcontractors, Company remains responsible for the proper provision of Services and/or Equipment. If Customer requires Company to use a subcontractor, vendor or supplier of Customer's choice ("Required Vendor") then Customer agrees: (1) Customer is wholly responsible for ensuring that the Required Vendor's equipment, services or supplies are fit for Customer's intended purpose; (2) Customer complied with all applicable laws, including but not limited to anti-corruption and anti-money-laundering laws, in the selection of the Required Vendor; (3) that Company is not liable for Required Vendor's performance, non-performance, default or other failure; (4) Customer is responsible for any and all claims, including but not limited to claims brought by Company, related to the selection, performance or non-performance, default or other failure of Required Vendor. Customer shall also be responsible for any delays, increased costs, system incompatibilities, interoperability issues, failures, regulatory issues, or other impacts arising from the Required Vendor.

24. NON-DISCRIMINATION.

a. In Canada, the Customer agrees to comply with the requirements of applicable human rights legislation in the performance of this agreement. In particular, Customer shall not, without limitation, engage in any prohibited discrimination in employment practices, the provision of services, or in contracting with respect to any person's race, color, religion, sex, sexual orientation, gender identity, age, national origin, or any other prohibited ground. Customer further agrees that it shall, if and as required by applicable law, take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or any other prohibited ground.

b. In the United States, both parties agree to abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. In connection with the performance of work under this contract, Company (under this clause, the "contractor") agrees as follows: (1) the contractor will not engage in any racially discriminatory DEI activities, as defined in section 2 of the Executive Order of March 26, 2026 (Addressing DEI Discrimination by Federal Contractors); (2) the contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the contracting agency pursuant to the Executive Order of March 26, 2026 (Addressing DEI Discrimination by Federal Contractors), for purposes of ascertaining compliance with this clause; (3) in the event of the contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor or subcontractor may be declared ineligible for further Government contracts; (4) the contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the contracting department or agency and take any appropriate remedial actions directed by the contracting department or agency; (5) the contractor will inform the contracting department or agency if a subcontractor sues the contractor and the suit puts at issue, in any way, the validity of this clause; and (6) the contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code (False Claims Act); and (7) the contractor will include the substance of this clause, to the extent required by applicable U.S. federal contracting laws, regulations, executive orders, agency requirements, or mandatory flow-down provisions, in each covered subcontract, purchase order, or other lower-tier arrangement entered into in connection with the performance of any applicable U.S. federal contract or subcontract.

25. CHANGE ORDERS. Either party may determine that a change order is required, which may impact the scope of work, and any rates charged. If Customer authorizes Company to make changes, Customer is obligated to pay Company's quoted change order price, irrespective of whether Customer signed a written change order.

26. LICENSES AND PERMITS; COMPLIANCE WITH LAWS.

a. In Canada, although Company may assist, if and as required, in preparation of any applicable Innovation, Science, and Economic

Development (ISED), Nav Canada, and/or transport Canada license applications, Customer is solely responsible for obtaining an y licenses or other authorizations required by ISED, or any other Federal, Provincial or Local Governmental agency. Customer is solely responsible for complying with applicable common law and any statute, ordinance, code or other law, rule, permit, permit condition, regulation, order, decree, technical or other standard, requirement or procedure enacted, adopted, promulgated, applied or followed by any governmental entity including, but not limited to, the Telecommunications Act (Canada) and the Radiocommunication Act (Canada) and all of their regulations, as amended from time to time, and the written decisions, policies, reports, and orders issued thereunder and the applicable rules and regulations of any other Federal, Provincial or Local governmental agency. Neither Company nor any of Company's employees, contractors, subcontractors, or personnel are an agent of Customer with respect to ISED or other governmental or regulatory matters, and the parties mutually agree that any such relationship is denied, unless explicitly stated in Company's quote or an agreed Order. Customer agrees to provide all construction and building permits, zoning variances, licenses and any other approvals and permits that are necessary for Company to work on the Job Site and, if any such approvals or authorizations necessary for Company to conduct such work have not been obtained, Customer agrees to provide reasonable notice to Company in writing of such deficiencies prior to Company's commencement of any work at the Job Site.

b. In the United States, although Company may assist in preparation of the Federal Communications Commission ("FCC") license applications, Customer is solely responsible for obtaining any licenses or other authorizations required by the FCC or any other Federal, State or Local Governmental agency. Customer agrees that it is solely responsible for complying with applicable common law and any statute, ordinance, code or other law, rule, permit, permit condition, regulation, order, decree, technical or other standard, requirement or procedure enacted, adopted, promulgated, applied or followed by any governmental entity including, but not limited to, the Communications Act of 1934, as amended, Title 47 of the Code of Federal Regulations, as amended from time to time, an d the written decisions, policies, reports, and orders of the FCC issued pursuant to such regulations and the applicable rules and regulations of any other Federal, State or Local governmental agency. Neither Company nor any Company employee is an agent of Customer with respect to FCC or other governmental matters. Customer will provide all construction and building permits, zoning variances, licenses and any other approvals that are necessary for Company to work on the Job Site. Customer certifies that neither it, nor any person who directly or indirectly owns or controls it, is identified as subject to economic sanctions by the United States, United Nations, European Union, or United Kingdom (collectively referred to as a "Sanctioned Person"). Customer agrees that it will not resell, export, or otherwise transfer Equipment to any (a) Sanctioned Person, (b) location subject to economic sanctions including but not limit ed to Cuba, Iran, North Korea, Syria, or the Crimea Region of Ukraine, and/or (c) location that would require a license issued by the U.S. government.

27. **PRIVACY POLICY.** Company treats Customer's data with respect and sensitivity and will do so in accordance with Company's privacy policy, which can be accessed for Canada at https://stoneone.ca/privacy-policy and for the United States at https://stoneone.com/privacy-policy.

28. **CUSTOMER DATA; SECURITY; LAWFUL USE.** Customer is solely responsible for (a) determining the legality of, and complying with all laws applicable to, Customer's use of any Security Equipment, monitoring, recording, access control, video surveillance, analytics, or similar systems, including providing any required notices, signage, and obtaining any required consents; (b) configuring, securing, and maintaining Customer's information technology environment and network used in connection with the Equipment or Services (including internet connectivity, firewalls, ports, credentials, user access controls, patches and updates); (c) the security and confidentiality of all usernames, passwords, API keys, and administrative credentials, and all activity occurring under Customer's accounts; and (d) Customer's retention, storage, backup, export, and deletion of any video, audio, logs, or other data or content ("Customer Data"). Company is not responsible for unauthorized access to Customer Data caused by Customer's systems, credentials, configuration, or actions/omissions of Customer or third parties not under Company's control. Company is not providing managed cybersecurity, data backup, records management, privacy compliance, legal compliance, or data-retention services unless expressly stated in the applicable SOW. Company does not guarantee protection against cybersecurity threats, unauthorized access, malware, ransomware, phishing, denial-of-service attacks, or other malicious activities. Customer shall obtain all notices, signage, disclosures, authorizations, and consents required by applicable law related to monitoring, surveillance, recording, analytics, biometrics, facial recognition, access control, weapons detection, or similar technologies. Customer shall defend, indemnify, and hold harmless Company from claims arising from Customer's collection, use, storage, retention, disclosure, processing, or deletion of Customer Data. Customer represents and warrants that it has all rights and authorizations necessary to provide and process Customer Data in connection with the Equipment and Services.

29. **Intellectual Property Ownership.** All drawings, designs, engineering documents, diagrams, specifications, software, firmware, configurations, programming, know-how, documentation, templates, methodologies, reports, and other work product developed or provided by Company remain the exclusive property of Company or its licensors. Subject to full payment of all amounts due, Customer receives a limited, non-exclusive, non-transferable license to use such materials solely in connection with the Equipment or Services provided under the Agreement. Customer acquires no ownership rights in Company intellectual property. Nothing herein transfers ownership of Customer materials or third-party intellectual property.

30. **RENTAL PROTECTION**. In the United States, customers who rent Equipment may opt for rental protection on items that are covered by that program. The terms, conditions, and limitations of the rental protection program are located here: https://stoneone.com/terms-of-rentals and are incorporated by reference into any rental transaction where the Customer opts to participate in that program.

31. **OTHER PROVISIONS.** Each provision of these Terms is severable. If a court should find any provision of these Terms to be unenforceable, all other provisions shall remain in full force and effect. Customer acknowledges that it has read and agrees that the provisions of these Terms are commercially reasonable. Company's failure to insist upon strict performance of any one provision of these Terms shall not be construed as a continuing waiver of that provision or any other provision. Customer agrees that it must commence any action that may arise under these Terms within 1 year of the date on which the loss, damage or other legal basis for a claim occurs. Except for Customer's obligation to pay for services rendered or equipment ordered, neither party is responsible for failure to perform its obligations if it is prevented or delayed in performing them by an event of force majeure, which is defined as an event or circumstance which is beyond the control and without the fault or negligence of the party affected, and which by the exercise of reasonable diligence was unable to be avoided or prevented. Examples of such events of force majeure include severe weather, pandemics, global supply chain interruptions or delay, Government-Mandated Charges, or unanticipated cost increases implemented by Company's suppliers. Unless otherwise specifically agreed to by Company in writing, Company may terminate for convenience and without cause, any agreement to sell, rent or provide service with 30 days advance written notice to Customer.

32. **ELECTRONIC SIGNATURES.** Customer agrees to conduct business electronically and electronic signatures shall be valid and binding on the parties.

33. **GOVERNING LAW AND JURISIDICTION.**
    a. In Canada, subject to applicable law, these Terms shall be construed in accordance with the laws of Ontario and Canada, as applicable therein, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the Superior Court of Justice or Federal Court of Canada residing in Toronto, Ontario. In Canada, the parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous let documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.
    b. In the United States, the Parties agree that the laws of the state of Texas, excluding its conflicts-of-law rules, shall govern these Terms. Customer expressly agree that exclusive jurisdiction for resolving any claim or dispute with Company or relating in any way to your use of the Services resides in the state and federal courts of Dallas County, Texas, and you further agree and expressly consent to the exercise of personal jurisdiction in the state and federal courts of Dallas County, Texas.
    c. In Mexico, the Parties agree that these Terms shall be construed in accordance with the laws of Mexico, as applicable therein, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by courts located in Mexico City, Mexico.
    d. In Brazil, the Parties agree that these Terms shall be construed in accordance with the laws of Brazil, as applicable therein, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by courts located in Sao Paolo, Brazil.

34. **CLICK-THROUGH TERMS AND CONDITIONS**. Where an employee of Company is required to "click through" or otherwise accept online terms and conditions in accessing or using a portal required by Customer for billing or other purposes, such terms and conditions are not binding on Company and do not change the Terms and Conditions herein.

35. **ENTIRE AGREEMENT.** Company offers to sell the Equipment and/or Services described in the accompanying quote, bid, proposal, order acknowledgment, invoice or other document provided by Company to Customer with these Terms (the "Company Document"). Acceptance of any offer made by Customer is expressly conditioned upon its agreement to these Terms. Excepting any transactions where Customer and Company have entered into a fully executed separate negotiated agreement in advance of any order being accepted by Company, these terms control and supersede any terms contained in any request for proposal, purchase order, acknowledgement or other communication previously or hereafter provided by Customer to Company. By accepting delivery of Company's Equipment or allowing Company's Services to commence, Customer has accepted these Terms. These Terms, together with the consistent terms provided by Company in the Company Document, shall be referred to herein as the "Agreement" and will be the entire agreement between Company and Customer on the subject of the transaction described in these Terms and in the Company Document. The Agreement supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral, or written, of any nature whatsoever; there are no conditions to the Agreement that are not so contained or incorporated.