

**ADDENDUM TO AGREEMENT TO LEASE AN
EVLV WEAPONS DETECTION SYSTEM
between
PALADIN TECHNOLOGIES and LARAMIE COUNTY**

THIS ADDENDUM is made and entered into by and between Laramie County, P.O. Box 608, Cheyenne, Wyoming 82003, (“COUNTY”) and Paladin Technologies (USA) Inc., 12 W 21st Street, New York, NY 10010 (“PALADIN”) (COUNTY and PALADIN collectively known as “Parties” herein.) The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the “Laramie County – Courthouse Evolv Lease” (“Agreement”), which is attached hereto and incorporated herein. The purpose of the Agreement is for PALADIN to provide and install an Evolv weapons detection system (single-lane unit) and x-ray scanner at the designated entrance to the Laramie County Courthouse, 309 West 20th Street, Cheyenne, WY 82001.

II. TERM

This Addendum and Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and shall remain in full force and effect for four years, unless the Agreement and Addendum are sooner terminated.

III. RESPONSIBILITIES OF COUNTY

For the first year of the lease, COUNTY shall pay PALADIN the sum of \$64,220.00, as provided for in the Agreement, for providing, installing, and mobilizing the Evolv single-lane system and Evolve expedite x-ray scanner. That payment and future yearly payments to be provided under the Agreement will be made upon receipt of the PALADIN invoice to the COUNTY. For subsequent years of the Agreement, the annual lease amount is \$41,700.00. No payment shall be made before the last signature is affixed to this Addendum. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF PALADIN

PALADIN shall provide and complete the services set forth in the attached Agreement, subject to the modifications and other terms provided in this Addendum.

V. MODIFICATIONS OF AGREEMENT

1. On page 1 and 2 of the Agreement, the “Lease Agreement” provision is modified to clarify

the County may purchase the Evolv weapon detection system and Evolv expedite x-ray scanner at a date and price to be determined by the Parties.

2. On page 2 of the Agreement, the reference to “Tariffs or Other Taxes Imposed on Supplier” is modified to add this final sentence: “Any increases for Tariffs shall be submitted to COUNTY in writing, with a thirty (30) day allowance for the COUNTY to review and object to said increases.”
3. On page 5 of the Agreement, the signature blocks are **removed** and shall be of no further force and effect. The Parties’ execution of the Agreement and Addendum shall be evidenced by signatures on this Addendum.

All sections, paragraphs, or provisions “removed” under this Modifications section will have no force or effect on the Parties.

VI. GENERAL PROVISIONS

1. Entire Agreement: The Agreement (5 pages) and this Addendum (5 pages) represent the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

2. Modification: The Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

3. Termination: The Agreement and Addendum may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

4. Independent Contractor: The services to be performed by PALADIN are those of an independent contractor and not as an employee of the COUNTY. PALADIN is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. PALADIN assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. PALADIN is free to perform the same or similar services for others.

5. Invalidity: If any provision of the Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of the Agreement and Addendum are fully severable.

6. Applicable Law and Venue: The parties mutually understand and agree the Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed or interpreted to waive the COUNTY'S governmental immunity as provided in this Addendum, or within the entire agreement.

7. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

8. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

9. Governmental/Sovereign Immunity: The COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into the Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Agreement or this Addendum.

10. Indemnification: Each party to this Addendum and Agreement shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other..

11. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to the Agreement and Addendum.

12. Conflict of Interest: COUNTY and PALADIN affirm, to their knowledge, no PALADIN employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member of PALADIN, compensated either partially or wholly with funds from the Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Agreement and Addendum.

13. Force Majeure: Neither party shall be liable to perform under the Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually

severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

14. Limitation on Payment: COUNTY's payment obligations are conditioned upon the availability of funds which are appropriated or allocated for this obligation. If funds are not allocated and available for the continuance of the obligations, the Agreement and Addendum may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify PALADIN at the earliest possible time of the services which will or may be affected by a shortage of funds. "At the earliest possible time" means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future obligations due or for any damages as a result of termination under this provision.

15. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

16. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

17. Assertion of Agency: By signing below for PALADIN, the individual (hereinafter "signor") asserts they have authority to bind PALADIN to this agreement and that any asserted entity is not defunct or dissolved.

[Remainder of page intentionally left blank, signatures on following page]

**ADDENDUM TO AGREEMENT TO LEASE AN
EVOLV WEAPONS DETECTION SYSTEM
between
PALADIN TECHNOLOGIES and LARAMIE COUNTY**

SIGNATURE PAGE

LARAMIE COUNTY

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

PALADIN TECHNOLOGIES (USA), INC.

By: Allen Mulanax _____ Date 09/12/2025
SVP, Business Development Sales & Estimating

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] _____ Date 9/17/25
Laramie County Attorney's Office

**ADDENDUM TO AGREEMENT TO LEASE AN
EVOLV WEAPONS DETECTION SYSTEM
between
PALADIN TECHNOLOGIES and LARAMIE COUNTY**

SIGNATURE PAGE

LARAMIE COUNTY

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

PALADIN TECHNOLOGIES (USA), INC.

By: Allen Mulanax _____ Date 09/12/2025
SVP, Business Development Sales & Estimating

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ Date _____
Laramie County Attorney's Office



Project Description & Investment

Name: Laramie County - Courthouse - Evolv Lease

Site

{Laramie County} Laramie County - Courthouse
309 West 20th Street, Courthouse
Cheyenne, WY 82001-3601
US

Billing

Laramie County
309 West 20th Street, Courthouse
Cheyenne, WY 82001-3601
US

Paladin Technologies

Katie Jump
P: +1 (720) 417-9354
E: KJump@PaladinTechnologies.com

Client Contact

Dominic Davis
P:
E: dominic.davis@laramiecountywy.gov

Project Scope – **Adjustment per 9.8**

This scope of work includes deploying the Evolv weapons detection solution for the Laramie County Courthouse. The solution is proposed to be installed at the designated entrance to the Courthouse. This option includes the lease of (1) single-lane unit and (1) x-ray scanner.

System includes the following:

- Evolv Express, Single-lane with standard mat(s)
 - i. Includes:
 - a. (2) Wireless tablets with (1) Pedestal and (1) Desk Mount Kit
 - b. Batteries and Battery Dock Station
 - c. Operational Test Kit for setup and calibration (*see below note for initial installation scope. Operational Test Kit to be used by Laramie County for recommended maintenance*)
 - ii. Single Lane Proposed Locations:
 - a. Main Entrance
- Evolv Insights analytics software suite.
- **Evolv Expedite Scanner**
 - i. Includes: in-feed and out-feed table, hardware and software for management.
 - ii. On-site Evolv support included for installation of x-ray scanner.

Installation includes:

- Paladin will provide and install the Evolv Express single lane system.
- Paladin will utilize the operational test kit for initial setup and calibration.
- Paladin will provide training for the Evolv Insights analytics software for on-site security team and other Laramie County colleagues.
- Paladin will ship back the existing Evolv unit back to Evolv

Lease Agreement:

- Laramie County is agreeing to purchase a 48-month (4 Year) lease purchase for Evolv equipment and licensing. Paladin will bill annually per the outlined pricing structure in this proposal. Annual invoicing schedule will be created at time of scope approval with the approval of both vendor and Laramie County.
- Laramie County will comply with any documentation provided by Paladin and/or Evolv regarding the use, operation, and maintenance of the products. Laramie County is responsible for normal daily maintenance of



the products in connection with its ordinary course use (such as cleaning, proper location, proper environment, and causing the provision of proper electrical requirements) in accordance with the product documentation.

- Monthly System Checks are available from Paladin as part of the existing service contract.
- At the end of the 48 month lease term, the unit either needs to be returned to Evolv/upgraded or lease renewal.

Excluded/Provided by Others:

- Recycling of existing xray scanner and associated equipment will be provided by LC or others
- All screening furniture
- All screening signage; including Evolv skins
- All screening personnel
- Any 120VAC power connections (as noted in scope above)
- Any permanent mounting and cable run (not required for current scope)
- Any patch and paint
- Any floor penetrations for permanent mounting
- Any additional wiring (category cabling)
- Any secondary system integration

Other:

Freight is estimated for shipping to Laramie County Courthouse facility. A lift gate and shipping contact required and provided by Laramie County.

Laramie County - Courthouse - Evolv Lease Summary

Proposal Date: 9/8/2025

Prices for Goods are subject to changes based on Tariffs or Other Taxes Imposed on Supplier. Supplier will provide notice to Customer for any such changes that impact the cost of goods sold. Supplier will pass the direct cost of any and all Tariffs or Other Taxes imposed on Supplier by any Governmental organization, to Customer.

This Quotation is confidential. Pricing is valid for 30 days unless otherwise noted. **Currency: All Items quoted are in USD.**

Financial Summary

| Summary | Total |
|------------------------------------|---------------------|
| Mobilization & 1st Year Lease Term | \$64,220.00 |
| 2nd Year Lease | \$41,700.00 |
| 3rd Year Lease | \$41,700.00 |
| 4th Year Lease | \$41,700.00 |
| Total | \$189,320.00 |

* Plus Applicable Taxes



Detailed Breakdown

| Item Type | Part Number | Description | QTY | Unit Price | Extended Price |
|------------------------------------|-----------------------------|--|-----|-------------|----------------|
| Evolv Express Lane | | | | | |
| Mobilization & 1st Year Lease Term | 901-0003-00-HL | Evolv Express Single Lane 1, Indoor, Wireless, Hardware Subscription, Standard Mat | 1 | \$10,500.00 | \$10,500.00 |
| Mobilization & 1st Year Lease Term | 901-0004-00-SS-HL | Express Single Lane, Indoor, Software & Services | 1 | \$16,000.00 | \$16,000.00 |
| Mobilization & 1st Year Lease Term | 101-00257-01 | Operational Test Kit | 1 | \$450.00 | \$450.00 |
| Mobilization & 1st Year Lease Term | 340-00293 | Evolv Express United States Power Cord, 6 Feet | 1 | \$0.00 | \$0.00 |
| Mobilization & 1st Year Lease Term | PTI-Freight US | Freight | 1 | \$3,750.00 | \$3,750.00 |
| Mobilization & 1st Year Lease Term | DEN-Project Manager I | PM Labor | | | \$2,080.00 |
| Mobilization & 1st Year Lease Term | DEN-Field Engineer III | Engineering Labor | | | \$1,280.00 |
| Mobilization & 1st Year Lease Term | DEN-Technician Security III | Installation Labor | | | \$4,320.00 |
| Mobilization & 1st Year Lease Term | DEN-Technician Security III | Programming & Training Labor | | | \$2,240.00 |
| 2 nd Year Lease | 901-0003-00-HL | Evolv Express Single Lane 1, Indoor, Wireless, Hardware Subscription, Standard Mat | 1 | \$10,250.00 | \$10,250.00 |
| 2 nd Year Lease | 901-0004-00-SS-HL | Express Single Lane, Indoor, Software & Services | 1 | \$14,750.00 | \$14,750.00 |
| 3 rd Year Lease | 901-0003-00-HL | Evolv Express Single Lane 1, Indoor, Wireless, Hardware Subscription, Standard Mat | 1 | \$10,250.00 | \$10,250.00 |
| 3 rd Year Lease | 901-0004-00-SS-HL | Express Single Lane, Indoor, Software & Services | 1 | \$14,750.00 | \$14,750.00 |
| 4 th Year Lease | 901-0003-00-HL | Evolv Express Single Lane 1, Indoor, Wireless, Hardware Subscription, Standard Mat | 1 | \$10,250.00 | \$10,250.00 |
| 4 th Year Lease | 901-0004-00-SS-HL | Express Single Lane, Indoor, Software & Services | 1 | \$14,750.00 | \$14,750.00 |



| Evolv Expedite X Ray Scanner | | | | | |
|------------------------------------|-----------------|---|---|-------------|-------------|
| Mobilization & 1st Year Lease Term | 902-0006-HL | Evolv eXpedite Hardware Subscription | 1 | \$11,000.00 | \$11,000.00 |
| Mobilization & 1st Year Lease Term | 902-00007-SS-HL | Evolv eXpedite Software & Services Subscription | 1 | \$6,200.00 | \$6,200.00 |
| Mobilization & 1st Year Lease Term | 350-00151 | Evolv eXpedite United States Power Cord | 1 | \$0.00 | \$0.00 |
| Mobilization & 1st Year Lease Term | 101-00771-01 | Evolv eXpedite Infeed Table | 1 | \$1,200.00 | \$1,200.00 |
| Mobilization & 1st Year Lease Term | 101-00772-01 | Evolv eXpedite Outfeed Table | 1 | \$1,200.00 | \$1,200.00 |
| Mobilization & 1st Year Lease Term | 610-00018 | Evolv Installation, User Training and Go-Live Per Day | 1 | \$4,000.00 | \$4,000.00 |
| 2 nd Year Lease | 902-0006-HL | Evolv eXpedite Hardware Subscription | 1 | \$10,500.00 | \$10,500.00 |
| 2 nd Year Lease | 902-00007-SS-HL | Evolv eXpedite Software & Services Subscription | 1 | \$6,200.00 | \$6,200.00 |
| 3 rd Year Lease | 902-0006-HL | Evolv eXpedite Hardware Subscription | 1 | \$10,500.00 | \$10,500.00 |
| 3 rd Year Lease | 902-00007-SS-HL | Evolv eXpedite Software & Services Subscription | 1 | \$6,200.00 | \$6,200.00 |
| 4 th Year Lease | 902-0006-HL | Evolv eXpedite Hardware Subscription | 1 | \$10,500.00 | \$10,500.00 |
| 4 th Year Lease | 902-00007-SS-HL | Evolv eXpedite Software & Services Subscription | 1 | \$6,200.00 | \$6,200.00 |



Proposal Acceptance

I hereby certify that I am authorized by my company to sign this agreement. Paladin Technologies is hereby authorized to perform the work as specified.

Accepted By: Paladin Technologies

Proposal No. P0049446_01
Accepted By: Laramie County

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____