# PROFESSIONAL SERVICES SCHEDULE FOR EVOLV VISUAL GUN DETECTION $^{\text{TM}}$

This Professional Services Schedule for Evolv Visual Gun Detection<sup>TM</sup> (the "Visual Gun Detection Professional Services Schedule") is a part of and incorporated into the Customer General Terms ("General Terms") and/or the Terms of Use (the "ToU"), to the extent applicable, and apply to your ("Customer") subscription to Visual Gun Detection Professional Services (as provided below), pursuant to one or more Order Documents entered into by Customer and (i) Evolv, or (ii) Reseller. Capitalized terms not defined in this Visual Gun Detection Professional Services Schedule are as defined in the General Terms and/or the ToU.

Implementation Services. Evolv shall be responsible for providing the implementation services set forth herein (the "Implementation Services").

<u>Support Services</u>. Evolv shall be responsible for providing support and maintenance of the Visual Gun Detection Software set forth herein during the Visual Gun Detection Term (the "Support Services") as part of the Fees.

Other Visual Gun Detection Professional Services. To the extent set forth in an Order Document or other mutual written agreement, Evolv will provide additional Visual Gun Detection Professional Services for Visual Gun Detection Software in accordance with this Visual Gun Detection Professional Services Schedule and/or an Order Document, including, without limitation, installation, deployment and implementation support, and training.

#### 1. Implementation Services

- (a) Evolv will provide the following Implementation Services on a date or dates mutually agreed by the Parties (each, an "**Implementation Date**"). Evolv or its authorized representatives and contractors will implement the Visual Gun Detection Software pursuant to Evolv's standard procedures, which may include, but are not limited to, the implementation procedures set forth below:
  - (i) Implementation includes an Evolv employee or authorized representative (i) confirming that the Visual Gun Detection Software is installed and configured, (ii) confirming that the Required Equipment are added into the Visual Gun Detection Software, and (iii) to the extent applicable, installing an app on the Required Equipment.
  - (ii) Evolv will provide Customer with advance notice of any items needed for implementation and Customer shall be responsible for installation of the Required Equipment prior to the Implementation Date.
  - (iii) If Customer cancels or requests a change to the Implementation Date within the 72 hours preceding the Implementation Date, Customer will be assessed a cancellation/change fee of \$2,500.
  - (iv) At least two (2) weeks prior to the Implementation Date, Customer will identify to Evolv or its authorized representative, any special access or security requirements for performance of on-site Visual Gun Detection Professional Services.
  - (v) Customer will (a) provide a safe and adequate work environment, including sufficient space for the delivery of on-site Visual Gun Detection Professional Services, (b) ensure that the Required Equipment and all items necessary for implementation are available and located in the immediate area where implementation is planned, (c) ensure the Required Equipment is easily accessible without the need to move furniture and supplying hand carts, if needed, and (d) be responsible for removal of any trash and packing material associated with the Visual Gun Detection Product(s).

# 2. Support Services and Service Levels

### (a) Definitions

- (i) **Authorized Representative** means the third-party representative that Evolv has contracted to perform Support Services subject to the terms of this Agreement.
- (ii) **Issue(s)** means any confirmed failure of the Visual Gun Detection Software which results in the Visual Gun Detection Software not performing in accordance with the applicable Documentation.
- (iii) **Named Contact** means the administrator and backup administrator that serve as Evolv's primary contact for Support Services. Customer is required to appoint at least one main administrator.
- (iv) **Response Time** means the maximum period which may elapse between the time Evolv is notified and opens a case of an Issue and the time at which Evolv or Omnilert starts to address the Issue.
- (v) Severity Level means the classification system for all Issues as defined in Section 5 below.
- (vi) **Updates** means all subsequent general public releases of the Visual Gun Detection Software, excluding any value-added Visual Gun Detection Product features, functionalities, or capabilities that Evolv develops or creates and offers to existing and potential customers as additional subscription or purchasable add-ons to the Visual Gun Detection Software or Visual Gun Detection Professional Services.

#### (b) Support Services

(i) During the Term, Evolv will provide the following Support Services as part of the Fees, as applicable:

- Beginning on the Delivery Date, access to a progressive tiered customer support model on a 24x7x365 basis (including holidays).
- On-site dispatch of an Evolv employee or Authorized Representative and/or delivery of replacements parts to Customer as necessary to address an Issue.
- Updates to the Visual Gun Detection Software and related software bug fixes.
- Documentation and Documentation updates.
- (ii) Evolv provides 24x7x365 access to its support service organization by phone, e-mail or the MyEvolv Portal:
  - E-mail: support@evolvtechnology.com
  - Telephone Support: +1 (833) 673-8658
- (iii) Customer shall promptly notify Evolv following the discovery of an Issue. Customer shall assist Evolv in troubleshooting the reported Issue by (a) appointing and training the Named Contact(s), (b) unless an Issue prevents otherwise, have the system on and operational, and (c) providing all information reasonably requested by Evolv that may be necessary to deliver remote Visual Gun Detection Professional Services.
- (iv) The Named Contact(s) will be trained by Evolv to provide first-line support to its internal users. Such training will include how to gather relevant system information including serial number and data logs to enable troubleshooting to commence; review of administrator features on the tablet; how to access the MyEvolv Portal; how to outreach to Evolv for technical support; and any other items to enable the Named Contact to run an initial troubleshooting of the Issue prior to reaching out to Evolv per section 4(a), if they have not already done so.
- (v) Evolv will acknowledge a request for Support Services by logging a case, communicating the case ID to the Customer, and assigning a Severity Level commencement of remedial action.

#### (c) Service Levels

- (i) Evolv will assign each Issue a severity level, based on the following criteria:
  - <u>Severity 1</u> (Critical) Visual Gun Detection Product error causing a complete breakdown of the Visual Gun Detection Product, resulting in serious disruption/halt to Customer's security screening process for which no reasonable and satisfactory work-around can promptly be put in place.
  - <u>Severity 2</u> (Medium) Visual Gun Detection Product error causing disruption to Customer's security screening process for which a reasonable and satisfactory work-around can be put in place.
  - <u>Severity 3</u> (Low) General usage questions or cosmetic issues (e.g., programming or configuration related questions, questions relating to functionality, operability, or cosmetic problems).
- (ii) Once Evolv has acknowledged the receipt of a service call and assigned a Severity Level, Evolv will (i) work to isolate, remotely troubleshoot, remedy, and work to resolve Severity Level 2 or Severity Level 3 Issues; and (ii) if a Severity Level 1 Issue, promptly notify Omnilert (to the extent required) and with Omnilert, as applicable, work to resolve the Issue. If Evolv and/or Omnilert is unable to perform remote diagnostics within the remote response times below, an Evolv representative, or Authorized Representative, may be deployed to perform onsite technical support per the on-site response times below.
- (iii) Evolv and/or Omnilert (as applicable) will respond to the reported Issue(s) within the following response periods:

Severity Level	Responsible Party	Remote Response Times	On-Site Response Times
Severity 1	Evolv	< 60 Minutes	< 24 Hours
Severity 2	Evolv	< 24 Hours	< 48 Hours
Severity 3	Omnilert	< 2 Business Days	< 5 Business Days

(iv) Visual Gun Detection Professional Services excludes (i) troubleshooting and/or Issue resolution by Evolv or Omnilert for any Issue caused by a violation of the limitations set forth in Section 6 of the Visual Gun Detection Product Schedule, and (ii) maintenance, training, preventive maintenance, servicing, repair, or replacement of parts for Required Equipment. Any Support Services provided due to the foregoing may be billed to Customer at standard Evolv time and material rates.

## (d) Maintenance and Visual Gun Detection Software Updates

(i) During the Visual Gun Detection Term, Evolv and/or Omnilert may provide Updates to the Visual Gun Detection Software, if and when available, and such Updates are included as part of the Support Services. In order to be eligible, Customer is required to be on a currently supported version of the Visual Gun Detection Software. Evolv will provide Customer with reasonable prior notice of an Update, communicate any changes caused by the Update at the time of availability, and communicate a timeline for when Updates will be pushed for automatic application.

#### 3. Standard Training

Evolv will provide the following training to Customer as part of the Fees:

- Training of Visual Gun Detection Software operators on the Implementation Date. This training shall be scheduled in parallel with the Implementation Date.
- Documentation and remote (live or on-demand) training on new Visual Gun Detection Software features, as part of an Update.

#### 4. Other Visual Gun Detection Professional Services.

(a) <u>Ad-Hoc Training</u>. If Customer desires further training in addition to what is provided in Section 3 above, such training will be subject to additional Fees set forth in an Order Document.

### 5. Customer Responsibilities.

(a) Customer agrees to receive communications from Evolv via email, telephone, or other similar technical means regarding the Visual Gun Detection Software and Visual Gun Detection Professional Services (e.g., communications concerning support coverage, availability of new releases of the Visual Gun Detection Software and/or Visual Gun Detection Professional Services offerings or components, release notes, or training options).