

PROFESSIONAL SERVICES SCHEDULE

FOR

EVOLV EXPRESS®

This Professional Services Schedule for Evolv Express® (the “**Express Professional Services Schedule**”) is a part of and incorporated into the Customer General Terms (“**General Terms**”) or the Service Terms for Evolv Products (the “**Service Terms**”), to the extent applicable, and apply to your (“**Customer**”) subscription to Express Professional Services (as provided below), pursuant to one or more Order Documents entered into by Customer and (i) Evolv, or (ii) Evolv Partner. Capitalized terms not defined in this Express Professional Services Schedule are as defined in the General Terms or the Service Terms.

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

Support Services. Evolv shall be responsible for providing support and maintenance of Express Products set forth herein during the Subscription Term (the “**Support Services**”) as part of the Fees.

Other Express Professional Services. To the extent set forth in an Order Document or other mutual written agreement, Evolv will provide additional Express Professional Services for Express Products in accordance with this Express 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 Express Products 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 (A) installing the Express Product(s) in the pre-agreed area, (B) powering on and testing the Express Product(s) for documented functionality, and (C) training of the Express Product operators. The Evolv representative shall conduct a thorough test of the Express Product(s), pursuant to Evolv’s established implementation procedures, using an operational test kit to determine that the Express Product(s) is operating in accordance with the Documentation.
 - ii. Evolv will provide Customer with advance notice of any items needed for implementation.
 - 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 Express Professional Services.
 - v. Customer will (A) provide a safe and adequate work environment, including sufficient space for the delivery of on-site Express Professional Services, (B) ensure that the Express Product(s) and all items necessary for implementation are available and located in the immediate area where implementation is planned, (C) ensure the Express Product(s) are 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 Express Product(s).

2. Support Services and 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 Express Product(s) which results in the Express Product(s) 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 of an Issue pursuant to Section 2(b)(ii) herein, and the time at which Evolv starts to address the Issue.
- v. *Severity Level* means the classification system for all Issues as defined herein.
- vi. *Updates* means all subsequent general public releases of the Express Software, excluding any value-added Express 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 Express Products or Express Professional Services.

b. Support Services.

- i. During the Subscription Term, Evolv will provide the following Support Services are part of the Fees, as applicable:
 - Beginning on the Delivery Date, access to customer support 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.
 - A periodic health check to assess the status of the Express Product(s), perform recalibration, preventive maintenance, and implement equipment or software Updates.
 - Updates to the Express Software and related software bug fixes.
 - Documentation and Documentation updates.
- ii. Evolv provides 24x7x365 access to its support service organization by phone or e-mail:
 - E-mail: support@evolvtechnology.com
 - Telephone Support: +1 (833) 673-8658
- iii. Customer shall promptly notify Evolv pursuant to Section 2(b)(ii) herein, 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 Express Professional Services.
- iv. The Named Contact(s) will be trained by Evolv. 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 contacting Evolv if they have not already done so.

- v. Evolv will acknowledge a call 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:

- Severity 1 (Critical) – An Express Equipment or Express Software error causing a complete breakdown of the Express 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.
- Severity 2 (Medium) – Express Equipment or Express Software error causing disruption to Customer's security screening process for which a reasonable and satisfactory work-around can be put in place.
- Severity 3 (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 work to isolate, remotely troubleshoot, remedy, and work to resolve the Issue. If Evolv 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 will respond to the reported Issue(s) within the following response periods:

Severity Level	Remote Response Time	On-Site Response Times
Severity 1	< 30 Minutes	< 24 Hours
Severity 2	< 1 Hour	< 48 Hours
Severity 3	< 4 Business Hours	< 5 Business Days

- iv. Express Professional Services provided during the Subscription Term include preventative maintenance, help desk support, troubleshooting, labor, travel replacement of components, wear and tear and/or defective parts, and break fix services. Express Professional Services exclude Express Software maintenance, training, or any Express Equipment maintenance, servicing, repair, or replacement of parts that are required as a result of (A) the limitations set forth in this Express Professional Services Schedule, (B) that which Evolv, acting reasonably, determines was caused by damage, misuse, or theft of the Express Products by Customer or third parties, and may be billed to Customer at standard Evolv time and material rates and/or (C) replacement tablet batteries. Evolv may, in its sole discretion, elect to replace such Express Product(s) in lieu of repairing them.

d. Maintenance and Express Software Updates.

- i. An Evolv representative or Authorized Representative will visit the Customer site on mutually agreed upon dates and times. During the visit the representative will verify proper operation of the Express Product(s) and perform diagnostics, collect system logs, address mechanical complaints, and/or clean or replace worn or defective parts or components. Preventive maintenance will occur annually for Express Equipment. Preventive maintenance will be delivered between 8:00 a.m. – 6:00 p.m. local time, Monday through Friday excluding regularly observed holidays.
- ii. During the Subscription Term, Evolv may provide Updates to the Express Software, if and when available, and such Updates are included as part of the Support Services. Customer is required to be on a currently supported version of the Express 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 mutually coordinate with Customer to schedule delivery of the Update and share installation instructions, if any, for Customer to install the Update and verify functionality. Customer is required to implement all Updates to the Express Software promptly upon their publicly available release by Evolv.

3. **Standard Training.** Evolv will provide Documentation and remote (live or on-demand) training on new Express Product features, as part of an Update included in the Fees.

4. **Ad-Hoc Training.** If Customer desires further training in addition to what is provided herein, such training will be subject to additional Fees set forth in an Order Document.

5. **Customer Responsibilities.** Customer agrees to receive communications from Evolv via email, telephone, or other similar technical means regarding the Express Products and Express Professional Services (e.g., communications concerning support coverage, availability of new releases of the Express Product and/or Express Professional Services offerings or components, release notes, or training options) and keep the Express Product(s) connected to the cloud and MyEvolv Portal during any operational use of the Express Products for all features to be fully utilized and for remote diagnostics and access to the Express Products to occur.