

Services Addendum

Premium Support Services

During the applicable Term, in connection with the Services, Nexthink will provide Customer with the premium support services described below (“**Support Services**”).

Section 1. Support Levels

(A) **Reporting.** Customer shall promptly report to Nexthink any failure of the Services to function materially in accordance with its Documentation (outside of testing environments). Reports may currently be submitted via Nexthink’s support portal at the Nexthink Site (the “**Support Portal**”), email at support@nexthink.com, or designated support telephone line. Customer’s report must provide Nexthink with sufficient detail or information to allow Nexthink to reproduce or assess any reported errors in accordance with Nexthink’s posted requirements (a “**Complete Report**”). Nexthink may update the reporting methods from time to time upon thirty (30) days’ prior notice to Customer.

Nexthink shall make available and provide access to Support Services on a 24 hours a day, 365 days a year schedule. Within the Targeted Response Times and the associated framework (defined and described below), Nexthink will use commercially reasonable efforts to:

- (i) acknowledge receipt of a Complete Report;
- (ii) provide instructions for circumventing any errors; or
- (iii) request further information as may be necessary to properly assess or diagnose the source or nature of the reported error.

For purposes of the Targeted Response Time(s), Nexthink may make such responsive information available through its Nexthink Site or otherwise to its customer base or impacted customers.

Priority	Description	Targeted Response Times	Subsequent Updates	Targeted Level of Effort
P1 - Urgent	The entire Services are “down” and inoperable.	Targeted Response within one hour of a Complete Report.	Subsequent updates within two hours.	Continuously, 24 x 7
P2 - High	Operation of the Services is severely degraded, or major components of the Service are not operational.	Targeted Response within four hours of a Complete Report.	Subsequent updates within eight hours.	Continuously, but not necessarily 24 x 7
P3 - Medium	Certain non-essential features of the Subscription Services are impaired while most major components of the Service remain functional.	Targeted Response within one day of a Complete Report.	Subsequent updates within one week.	As appropriate during normal business hours.
P4 - Low	Inquiry regarding a routine technical error, information requested on application capabilities, navigation, installation or configuration.	Targeted Response within one week of a Complete Report.	Subsequent updates within two weeks.	As appropriate during normal business hours.

(B) **Helpdesk.** Nexthink shall make available and provide access to first level (L1) Support Services through its Helpdesk (by telephone, email, chat or other direct messaging offered by Nexthink) on a 24 hours per day, 365 days per year schedule. Helpdesk Support Services will address: (i) technical problems or questions

that are not errors; and (ii) questions about the Services and the Documentation (“**General Assistance**”). Where Nexthink determines during the Helpdesk communications that Customer is reporting an error outside of the General Assistance support, Nexthink shall direct Customer to the error reporting process within Section 1(A) above or the online responses or support information made available by Nexthink through the Nexthink Site.

Section 2. Support Services for Services under Agreement with Customer

Nexthink provides the Support Services solely in connection with the scope of the Services being provided to Customer pursuant to this Agreement or its effective SOW or Order Form. Without limitation, the Support Services do not extend to matters relating to: (i) the negligence, error or omission of Customer, any Authorized User or any third party; (ii) Customer’s applications, equipment, facilities or technology (or those provided by any third party), including Customer’s connection to the Internet; (iii) interruptions arising from Customer’s or any Authorized User’s use of the Services in an unauthorized or unlawful manner, in breach of this Agreement, or outside of the means and purposes set forth in the Documentation; (iv) improper or inaccurate specifications or data provided by Customer; (v) interruptions arising from Customer’s third-party supplier or services provider; or (vi) other failures or matters outside of the scope of the Services or outside the control of Nexthink. Nonetheless, Customer may request General Assistance through the Helpdesk.

Section 3. Role of the Customer

(A) Customer’s Cooperation. Nexthink’s obligations under this Agreement are impacted and subject to Customer providing Nexthink with full cooperation (including potentially such information and access to the Services and/or Customer’s systems within its environment) as may be reasonably required by Nexthink in order to diagnose and/or troubleshoot any errors, and generally to provide the Support Services in a professional manner. Any delay in responding to information requests or action items submitted by Nexthink (or a failure by Customer to cooperate with Nexthink to resolve any open issues) may increase or reset the applicable time period for the Targeted Response Times or responses in general. Notwithstanding the foregoing expectations, Customer may still elect to limit information or access as requested by Nexthink, but in such cases the framework set forth herein shall not apply; and in such cases, Nexthink will still work together with Customer through the Helpdesk or other direct means determined appropriate by Nexthink to the circumstances.

(B) Designated Contacts. Customer shall designate by written notice to Nexthink, through the Nexthink Support Channel, a primary and secondary technical contact. Customer may replace the designated contacts or aliases by providing notice through the Nexthink Support Portal. Failure to provide such contact information or changes may impact or delay access to the Support Services until properly resolved.

(C) Other Responsibilities. In addition to the Customer’s responsibilities as set forth in this Addendum and the Agreement, as between the parties, Customer shall have the responsibility (directly or through its agents): (i) to notify Nexthink promptly of any support or maintenance issues; (ii) to train users on use of the Services (independently or through implementation or maintenance services); (iii) to maintain a minimally supported client-side software version; (iv) to maintain and control the installation, security, connectivity and interoperability, as prescribed by Nexthink, of its client-side software and connectivity to Nexthink systems; and (v) to provide, support and maintain the Customer-side delivery of user-IDs.

Service Level Standards

Service Levels for Availability.

Summary of Availability Standard Subject to definitions and terms below

<u>Scope</u>	<u>Availability Requirement</u>	<u>Measured Period</u>	<u>Service Credit</u>
<u>Key Services</u>	<u>99.5%</u>	<u>Monthly</u>	<u>2%</u>

Subject to the terms and conditions of the Agreement, Nextthink will make available the Key Services (as defined below) on at least **ninety-nine and one-half percent (99.5%)** basis (the “**Availability Requirement**”), of the total minutes potentially available, as measured over the course of each complete calendar month during the Term (each calendar month, a “**Service Period**”), which total availability calculation shall exclude any periods of defined or excluded unavailability as further defined and provided below (the “**Availability Calculation**”).

“**Key Services**” means essential server-side data processing and overall platform availability of Nextthink’s cloud-based infrastructure supporting the Services, and expressly excludes all functions and use cases on Customer’s infrastructure, networks and/or other systems outside of Nextthink’s cloud-based infrastructure. At the close of each Service Period, in accordance with these terms, Nextthink will calculate the time periods that the Key Services were available for the purposes of this Service Level Standard (“**Available**” or “**Availability**” as the context requires). For the avoidance of doubt, as set forth and defined below, Availability excludes periods related to Covered Maintenance and any Specific Exceptions (“**Excluded Periods**”).

The Availability Calculation is as follows:

“**Available Minutes**” equals the total number of whole minutes (fractional minutes being rounded up) that the Key Services were Available in a Service Period.

“**Total Minutes**” equals the total number of whole minutes (fractional minutes being rounded up) potentially Available in a Service Period; this is determined by multiplying the number of calendar days in a Service period by 1,440 minutes, less the total number of minutes in the Excluded Periods.

“**Availability Percentage**” for a Service Period equals the Available Minutes, divided by the Total Minutes, expressed as a percentage.

$$\text{Availability Percentage} = \frac{\text{Available Minutes}}{\text{Total Minutes}} * 100$$

The Availability Percentage is measured against the Availability Requirement to determine whether the applicable Service Level Standard has been met.

1. Service Level Events and Remedies. In the event of a failure of the Key Services to meet the Availability Requirement in a Service Period with respect to Customer’s use of the Key Services (a “**Service Level Event**”), Nextthink shall issue a credit to Customer’s account in the amount of **two percent (2%) of the monthly Fees** for the measured Services under the applicable Order (excluding all supplemental Fees) for the Service Period in which the Service Level Event occurred (each, a “**Service Credit**”).

Subject to the terms of this Addendum, Customer shall be afforded a qualified termination right (the “**Qualified Termination Right**”) in the event that the Availability Requirement has not been met for either: three (3) consecutive calendar months in a Term; or a total of four (4) calendar months in a calendar year in a Term (deemed a “**Repeated Service Level Event**”). This Qualified Termination Right shall only be effective and must be exercised by Customer as follows: (a) only with respect to the applicable Order and (b) exercised in writing by Customer no later than thirty (30) days following a notice of confirmation, to Customer from Nextthink, confirming that a Repeated Service Level Event has occurred.

On a monthly basis, if applicable, Nexthink shall issue Availability reports in the case of any Service Level Events that may apply to the prior month (each an “**Availability Event Report**”), based on then-current calculations (which will be subject to internal review and verification). Alternatively, Nexthink may provide Customer access to an availability information portal that will allow Customer to track reported Service Level Events applicable to the Services (the “**Availability Portal**”). Nexthink shall have no obligation to issue any Service Credit unless Customer requests such Service Credit in writing within thirty (30) days after receipt of an Availability Event Report or thirty (30) days after a Service Level Event has been published in the Availability Portal.

Any Service Credit allocated to Customer under this Agreement will be issued to Customer’s account and is not transferable or assignable in any way. This Addendum sets forth Nexthink’s sole obligations and liabilities and Customer’s sole rights and remedies for any Service Level Event or Repeated Service Level Event.

Service Credits have no cash value outside of the payment terms of this Agreement and may not exceed any payments made or owing by Customer. Unless otherwise agreed in writing by the Parties, Service Credits will only be applied against Customer payment obligations paid or owing at the time the Service Credit is established by Nexthink or for later periods if Customer has a continuing commitment period under an Order or SOW. At Customer’s written request, no later than thirty (30) days following the end of a Term, Nexthink will refund any outstanding Service Credits at the end of an Agreement Term in the event of non-renewal, against an invoice duly raised by Customer to be paid within forty-five (45) days of the receipt of the invoice. For all Parties, there is no right of set off between the Service Credits in this Agreement and any credits or payments in any other agreement. Unused Service Credits expire twelve (12) months following their date of issuance.

2. Maintenance Periods Excluded from Availability Calculation. As referenced above, all periods of Covered Maintenance (defined below), under this Section 2, shall be excluded from the calculation of total minutes (fractional minutes being rounded up) potentially available in a Service Period (contributing to any Excluded Periods in the Availability Calculations). Nexthink will use commercially reasonable efforts to: (a) schedule downtime for planned outages for service updates, fixes, improvements, upgrades, backups and maintenance of the Services (together the “**Maintenance Window**”) outside of local business hours (which scheduled Maintenance Window shall not exceed four (4) hours monthly and to provide timely information to its customer base or impacted customers); (b) provide twelve (12) hours or more prior information to its customer base or impacted customers of all newly scheduled outages of the Services, outside of regular Maintenance Windows (“**Scheduled Maintenance**”); and (c) except that in cases where maintenance may be necessary to the integrity of the network or the protection of Customer’s data or Customer’s access, in which case Nexthink will work to provide timely information to its customer base or impacted customers (“**Emergency Maintenance**”) (all such periods referred to as “**Covered Maintenance**”).

3. Specific Exceptions Excluded from Availability Calculation. As set forth above, all periods referenced under this Section 3 as Specific Exceptions, shall be excluded from the calculation of total minutes (fractional minutes being rounded up) potentially available in a Service Period (contributing to any Excluded Periods in the Availability Calculations). Nexthink will not be responsible for any Service Level Events, in this case also referred to as Specific Exceptions, which relate to: (a) failure, interruption, outage, or other problem with any software, hardware, system, network, services, facility, or technology not in scope of the Services provided or delivered by Nexthink; (b) Customer’s failure to fulfill its responsibilities and obligations under the Agreement (including, without limitation, this Addendum); (c) disabling, suspension, or termination of the Services under the Agreement; (d) a force majeure event including acts of God, riots, war, terrorism, governmental action, public strikes, fires, floods, earthquakes and natural disasters; or (e) any other cause not under Nexthink’s reasonable control or management (all such events being deemed “**Specific Exceptions**”).