

Statement of Work – MSP HEALTH CHECK

This Statement of Work (“SoW”) is made and entered as of the (“Effective Date”) pursuant to Master Service Agreement between the Nexthink entity noted on the Order Form, (hereinafter “Nexthink”) and the Partner entity noted on the Order Form (hereinafter “PARTNER”) and describes the services to be performed by Nexthink as set out in this SoW for the End Customer entity (hereinafter “CUSTOMER”) noted on the Order Form on behalf of the PARTNER.

1 PROJECT OVERVIEW

Nexthink utilizes an implementation validated, time proven Value Framework Methodology to assist Nexthink adopters a successful implementation of the Nexthink Platform.

The Nexthink Health Statement of Work, (SOW) described herein is delivered across three phases:

- **Configure**
 - Focus on validation of PARTNER installation and configuration activities which are requirements for all future activities and deliverables
- **Integrate**
 - Focus on validation of PARTNER installation of Nexthink SSO integration and ServiceNow integration.
 - Time limited support is provided for assistance and troubleshooting
- **Run**
 - Joint review with PARTNER of their Admin, ServiceNow and BAU activity training plans along with the Run Book and Customer plans

2 CONFIGURE

Validation activities during this phase of the project include and are limited to the following:

- Nexthink (s) implementation Validation
- Collector package deployment validation
- Test/pilot device(s) data validation
- Collector assignment rule validation
- Entity and hierarchy validation
- Roles and profiles configuration validation
- GDPR and data privacy configuration validation
- Digital Experience Score configuration validation
- Configured Investigations, Metrics, Dashboards, Categories, Alerts, Remote Actions and Campaigns validation

Deliverables of the Configure Phase

- Nexthink server(s) implementation and configuration checklist

3 INTEGRATE

Validation activities during this phase of the project include and are limited to the following:

- AD/SAML Integration validation

- Just-In-Time or account provisioning validation
- Active Directory / Data Enricher / Azure AD Enricher integration validation
- ServiceNow integration validation for Development/Test instance
- ServiceNow integration validation for Production instance
- Integration assistance / troubleshooting
 - Limited to a maximum of eight (8) hours of effort

Deliverables of the Integrate Phase

- Integration Completion Checklist

4 RUN

Validation activities during this phase of the project include and are limited to the following:

- Nexthink Administration, Business as Usual and ServiceDesk training plans reviewed.
- Run book review
- Customer Success / Value Realization roadmap review

Deliverables of the Run Phase

- BAU Handover Checklist / CSP Lite

5 TIMELINE

SOW has a time frame of 6 months window, and the scope needs to be completed within this time frame.

6 PROJECT ASSUMPTIONS

PARTNER acknowledges that PARTNER's participation and cooperation is critical for the success of the Project. The following assumptions are based on information provided by PARTNER to Nexthink relating to the Project scope and PARTNER's current business processes as of the Effective Date of this SOW and have been used to compute the estimated level of effort and cost. Deviations from these assumptions may lead to commensurate changes in the timeline and fees, such changes to be set forth in a change order in accordance with the procedure outlined below.

General

- a) PARTNER will provide the required resources and ensure active participation to ensure the implementation is successful. This will include, without limitation, an executive decision-maker, project leadership and management, subject matter experts, and technical resources
- b) Nexthink resources will have remote access to CUSTOMER's Nexthink Platform
- c) Nexthink will get a consent from Partner before moving to the next phase in the Delivery process.
- d) Upon completion of the BAU Handover Checklist this SOW is considered completed and the services engagement closed
- e) Any change in the scope and/or schedule will go through change management process.
- f) Supplier Project Manager will work with PARTNER Project Manager to develop the work plan timeline.

- g) PARTNER SMEs will work in a timely manner to respond for all clarifications within five (5) business days.
- h) Supplier will notify PARTNER of any issues causing project delays and will be closed within reasonable timeframe.
- i) Any delay in project planning from PARTNER will be notified to supplier and supplier will work with PARTNER to change the milestone dates if required

Data & Integrations

- a) Nexthink is not responsible for any integration or installation activities, this is the responsibility of the PARTNER.
- b) Nexthink will not convert data from other systems (i.e. legacy systems).
- c) PARTNER is responsible for the integrity of any data from systems other than the Nexthink Platform
- d) All testing on the integrated system will be the responsibility of the PARTNER.

7 RESOURCES

PARTNER Resources

Role	Description
Project/Program Manager	Owns the entire services engagement lifecycle from the PARTNER perspective from assignment through to successful delivery. Participates all project governance and scheduling activities
Process Owner(s)	Participates in process workshops, re-engineering, improvement and gap analysis of current/to-be processes with key stakeholders. Promotes continuous process improvement based on best practice expertise, and benchmarking against business relevant metrics.
Nexthink Administrator(s)	Participates in workshops focused on the technical engagement lifecycle; from initial assignments through to successful delivery. Will review all relevant project design documentation and participate in the technical handover at the conclusion of this SOW.
Data Specialist Role	Part of the PARTNER's Center of Excellence. Participates in all data modelling and governance activities across workshops identified in this SOW.
Integration Specialist	PARTNER experts in 3 rd party systems which will consume/provide data to/from Nexthink. Participates in integration workshops, tests integrations and assists in migrating integrations to production environments.

Nexthink Resources

Role	Description

Engagement Manager	Owns the entire services engagement lifecycle; from assignment through to successful delivery.
Business Process Consultant	Ensures desired business outcomes and constraints are understood and documented with sufficient accuracy to deliver the technical solution. Drives process definition, re-engineering, improvement and gap analysis of current/to-be processes with key stakeholders. Promotes continuous process improvement based on best practice expertise, and benchmarking against business relevant metrics.
Technical Lead (Design Authority)	Owns the technical engagement lifecycle; from initial assignment through to successful delivery. Responsible for complete technical design of solution involving other specialists and working with other groups as required e.g. product management. Will produce and maintain all relevant project design documentation.
Lead Delivery Consultant	Responsible for leading the delivery of all technical aspects of the technical engagement Guide implementation of the design by other Delivery Technical Consultants and Specialists in the team.
Data Specialist Role	Responsibility for delivering Nexthink analytic capabilities to offer value and insights across multiple areas of operation.. Specific activities; Implementation and personalisation of the DEX suite, Detailed analysis and visualisation of Nexthink data
Integration Specialist	Responsible for technical and data level integration between the Nexthink platform and other systems e.g. Splunk or ServiceNow. Expert in Data Engineering and relevant integration technologies.

Resource Management

Nexthink may replace or re-assign its personnel during the project upon notification to PARTNER and/or CUSTOMER. Nexthink does not guarantee that certain designated Nexthink personnel will be assigned to PARTNER or PARTNER's account.

8 DELIVERY LOCATION

Nexthink will provide the services from a remote location.

9 EFFECTIVE PERIOD OF THIS SOW

This SOW is valid only if the services start within ninety (90) days after the Effective Date ("**Project Start Date**"). If Services do not start prior to the Project Start Date, then Nexthink has the option of changing the prices provided in this SOW.

SOW shall be completed within six (6) months per the Terms and Conditions set forth in the Order Form.

10 CHANGE REQUESTS

Any requirement(s) or deviations from the services described herein within will be considered outside of the scope and must be procured on a separate SOW that may result in additional cost and/or modified term.

11 SCHEDULING POLICY

Nexthink requires at least fifteen (15) days prior written notice to cancel or reschedule service dates that have been scheduled by PARTNER or its CUSTOMER. For scheduled service days that are canceled or rescheduled by PARTNER or its CUSTOMER with fewer than ten (10) business days prior written notice, PARTNER shall be charged and pay for the canceled/rescheduled service days if Nexthink is not able to reassign the personnel to another project. If PARTNER or its CUSTOMER reschedules a planned services activity, with fewer than ten (10) business days prior written notice. For the purposes of this Section, email to the Nexthink project manager will be sufficient as written notice. Nexthink personnel will perform the project remotely. Nexthink shall not be responsible for delays, due to the lack of access, facilities, cooperation, or information requested by Nexthink or changes to the approach or services described in this SOW.