

**NEXTHINK ACCELERATE™
STATEMENT OF WORK**

Customer Name	
Service Name	Nexthink Accelerate™

This Statement of Work (“**SOW**”), effective as of the last signature date noted below (“**Effective Date**”), is made between Nexthink, Inc. (“**Nexthink**”) and the [CUSTOMER NAME] with its principal place of business at [ADDRESS], (“**Customer**”) (together, the “**Parties**”) pursuant to the terms and conditions of the Master Services Agreement dated [MM/DD/YYYY] (“**Agreement**”). In the event of any inconsistency or conflict between the Agreement and this SOW, the terms of this SOW shall control with respect to the services set forth herein. The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs which may be executed between the Parties.

Customer has requested Nexthink to provide remote services that maintain an optimized environment, and guidance on how the Customer can gain value from the Nexthink Experience Platform (“**Nexthink Accelerate**”) in accordance with this SOW, which supersedes all previous written and oral agreements and understandings between the Parties regarding the topic matter herein.

Except as otherwise stated in this SOW, Nexthink and Customer agree that all the provisions of the Agreement are expressly incorporated into this SOW by reference.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the Effective Date.

FOR
NEXTHINK, INC.

Authorized Signature:

Name:

Title:

Date:

FOR
[CUSTOMER NAME]

Authorized Signature:

Name:

Title:

Date:

1. Service Summary

At a high level, Nexthink Accelerate will encompass **four** areas of activities:

- **Actionable Insights:** Conducting analytics on the Nexthink data and scores to identify areas of focus and provide actionable insights.
- **Strategic Automation:** Building the right Nexthink Experience content (e.g. scores, dashboards, Remote Actions, etc.) to support the improvement plan and operations.
- **Platform Optimization:** Nexthink Experience platform expert recommendations to optimize your platform configuration and continually improve your integrations.
- **Premium Support:** Dedicated Support Account Manager (SAM) providing 24/7 technical support guidance.

The Nexthink Accelerate team will work with the Customer’s Program Manager and Service Owners (as defined below) to plan the Customer’s Nexthink Accelerate DEX Program. Once planning with the Customer is complete, the Nexthink Accelerate team – according to level of service chosen – will then begin the delivery of the service. The service levels, scope, and descriptions for Nexthink Accelerate (“**Service Description**”) can be found within Nexthink’s SOW portal at the following URL:

<https://www.nexthink.com/customer-outcomes-and-services/sows/>

2. Customer and Nexthink Roles

The execution of the Nexthink Accelerate engagement requires collaboration between the Customer and Nexthink, including the sharing of resources. The tables set out under this Section lists the expected roles and associated profiles to be provided by the Customer and Nexthink respectively.

Table 1 – Customer Roles

Role	Responsibilities
Program Manager	The Program Manager has the overall responsibility for the ongoing engagement. The Program Manager shall meet regularly with the SDM to review progress and resolve any outstanding issues.
Service Owner	The Service Owner expands Nexthink Experience usage to his/her domain and function and helps to include Nexthink Experience into different initiatives (e.g. collaboration tools Team, Operation leads, L1 Support, etc.)

Note: Program Manager can handle the Service Owner conversations with the help of the assigned SDM.

Table 2 – Nexthink Roles

Role	Responsibilities
Analyst	The Analyst analyzes Nexthink Experience data, which includes Nexthink DEX scores, hard metrics, sentiment data and Customer’s support ticket data. The Analyst shall support the findings and investigations to drive improvements in agreed focus areas.
Content Expert	The Content Expert creates content and provides any testing support prior to implementation of Deliverables in production. The Content Expert creates or customizes product content (investigations, dashboards, Remote Actions, campaigns, etc.) in accordance with this SOW.

Support Account Manager (SAM)	The SAM is responsible for being the primary point of contact for: break/fix support requests, escalations, and urgent issues; providing support updates, and will coordinate Product Management calls to influence future product direction. The SAM will work with support terms to resolve any issues.
Service Delivery Manager (SDM)	The SDM is responsible for the successful delivery of Nexthink Accelerate and is the single point of contact for Customer with regards to this SOW. The SDM shall build the road to value, oversee the work of other technical resources, and ensure that best practices and processes are followed. The SDM is also accountable for advocating the usage of Nexthink Experience across Customer’s organization together with the Program Manager and Service Owners.

3. Service Level Objectives (SLOs)

3.1 Management

- a) All activity requests, enhancement requests or Nexthink Experience incidents must be logged by Customer within Nexthink’s support portal at:

<https://support.nexthink.com>
- b) Customer will be assigned an escalation contact (at the Champion and Elite levels this is an SDM) for the term of this SOW, who shall be available during Customer time zone’s normal business hours.
- c) The Content Experts and the Analysts will be available to the Customer during CET time zone’s normal business hours, excluding any public holidays.
- d) A request from the Customer will be acknowledged by the Nexthink Accelerate team. The SLOs to address and/or resolve the Customer’s requests are outlined in the Service Description.
- e) The Nexthink Accelerate team can work on two (2) concurrent requests at the same time prioritized according to complexity and priority level, which will be determined by the Nexthink Accelerate team after an initial assessment, which should include an estimated time of completion (the “**Assessment**”). The Nexthink Accelerate team will communicate its Assessment to the Customer, and the Parties shall agree on the scope of the request prior to its execution.
- f) Strategic automation requests are limited by level of service. Requests for automations in excess of the agreed upon amount may result in an overage fee.
- g) In order to ensure the success of Nexthink Accelerate, the Nexthink Accelerate team will be driven by a defined approach that will be discussed and communicated to the Customer by their assigned point of contact. At the Champion and Elite service levels, this is an SDM.

Requests and working items are defined in the Service Description.

3.2 Engagement Details

The following will be defined during the Nexthink Accelerate planning phase:

- a. Customer’s Service Owners;
- b. Customer’s Change Management process;
- c. Any approval process that the Nexthink Accelerate team should be aware of;
- d. Identification of who is responsible for the monitoring of deliverables and approving changes from the Customer side;
- e. Customer & Nexthink escalation process;
- f. Customer’s committee for decisions; and the

- g. RACI (responsible, accountable, consulted and informed) Model for recurring and on demand activities.

During the term, a regular review meeting with the Customer's Program Manager shall be organized to review the overall contract from the below perspectives, including but not limited to:

- i. Contract Performance:
 - a. Ability to fulfill customer's requests;
 - b. Process review;
 - c. Escalation process;
 - d. Issues.
- ii. Change management:
 - a. Roles and responsibilities (RACI update);
 - b. Change of Service Owners.

4. Terms

4.1 Access Requirements

For the purpose of carrying out Nextthink Accelerate, the Nextthink Accelerate team requires the following resources:

- 4.1.1 admin access to Nextthink Experience, which can be granted per user to ensure accountability or through a VPN and/or virtual/physical desktops;
- 4.1.2 access to testing/development environments to carry out testing activities; and
- 4.1.3 customized remote actions shall be digitally signed by Customer and deployed by a Service Owner and/or the Program Manager.

The names and details of the Nextthink Accelerate personnel requiring access will be provided during the transition phase.

4.2 Obligations and Responsibilities

Customer acknowledges that Customer's participation and cooperation are critical for the success of Nextthink Accelerate and therefore subject to the following requirements:

- 4.2.1 Customer shall provide the required resources and ensure active participation and cooperation to ensure the Nextthink Accelerate delivery is successful.
- 4.2.2 Nextthink's resources must have reliable remote access – complying with Customer's security policies – to Customer's Nextthink Experience platform.
- 4.2.3 Customer must complete an intake form for its requests.
- 4.2.4 Customer is responsible for the integrity of any data issued from systems other than the Nextthink Experience platform.

The Nextthink Accelerate team will not be responsible for managing any Customer systems or tools other than the Nextthink Experience platform. This includes (but is not limited to): network device configurations such as switches, routers and firewalls; physical and/or virtual hosted servers (e.g. Azure, AWS) and its associated components (CPU, Memory, HDD); responsibility for the Customer's infrastructure or for related downtime or service disruption; and implementation of changes in active directory such as user or group creation, GPO creation and policy configuration. In addition, Nextthink will not be responsible for collector package deployment nor for the managing of support tickets.

4.3 Term and Delivery of Services

If either Party decides to terminate this SOW, Nextthink will, at Customer written instruction, supply transition services in a timely and effective manner to achieve an orderly transition of Nextthink Accelerate back to Customer or a designated third party.

Unless otherwise agreed by the Parties for an effective Renewal SOW Term, Nextthink reserves the right to charge then-applicable subscription fees for each Renewal SOW Term, provided notice of any such increase is provided to Customer no later than sixty (60) days prior to the expiration of the then-current SOW Term.

Nextthink Accelerate will be provided remotely.

4.4 Fees and Payment

Nextthink Accelerate fees shall be set forth in the Order. Unless otherwise stated in the Order, the Nextthink Accelerate fees shall be due and payable annually in advance, in accordance with the terms of the Agreement.

4.5 Change Orders

Any requests for services outside the scope of this SOW, change requests, delays caused by Customer or any third parties contracted by Customer, or any other events beyond Nextthink's control will be set forth in a change order executed by the Parties and may include additional fees as set forth in an associated Order.