

NEXTHINK ACCELERATE™ for MANAGED SERVICE PROVIDER PARTNER STATEMENT OF WORK

Partner Name	
Customer Name	
Service Name	Nexthink Accelerate™ for Managed Service Providers

This Statement of Work (“**SOW**”), effective as of the last signature date noted below (“**Effective Date**”), is made between Nexthink, Inc. (“**Nexthink**”) and the [PARTNER NAME] with its principal place of business at [ADDRESS], (“**Partner**”) (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.

Partner has requested Nexthink to provide remote services to the Customer of Partner [CUSTOMER NAME] located at [ADDRESS] (hereinafter “**CUSTOMER**”) 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 Partner 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
[PARTNER NAME]

Authorized Signature:

Name:

Title:

Date:

1. Service Summary

At a high level, Nexthink Accelerate™ for Managed Service Providers will encompass **three** 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.
- **Trusted Guidance:** Nexthink Experience platform expert recommendations and best practices to accelerate outcomes.

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

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

2. Partner and Nexthink Roles

The execution of the Nexthink Accelerate™ for Managed Service Providers engagement requires collaboration between the Partner 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 Partner and Nexthink respectively.

Table 1 – Partner Roles

Role	Responsibilities
Program Manager	The Program Manager has the overall responsibility for the ongoing engagement. The Program Manager shall meet regularly with the Nexthink Accelerate™ Consultant 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.).
Nexthink SME	Responsible for Nexthink activities and administration of Nexthink Infrastructure.

Note: Program Manager can handle the Service Owner conversations with the help of the assigned Nexthink Accelerate™ Consultant.

Table 2 – Nexthink Roles

Role	Responsibilities
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.
Nexthink Accelerate™ Consultant (Consultant)	The Consultant is responsible for the successful delivery of Nexthink Accelerate™ and is the single point of contact for Partner with regards to this SOW. The Consultant analyzes Nexthink Experience data, which includes Nexthink DEX scores, hard metrics, sentiment data and Customer’s top call drivers’ data. The Consultant shall support the findings and investigations to drive improvements in agreed focus areas. Consultant will provide Trusted Guidance to Partner on best practices recommendations.
Partner Success Manager (PSM)	The PSM shall build the road to value, oversee the work of other technical resources, and ensure that best practices and processes are followed. The PSM 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 Partner within Nexthink’s support portal at:

<https://support.nexthink.com>
- b) Partner will be assigned an escalation contact (at the Champion and Elite levels this is a Consultant) for the term of this SOW, who shall be available during Customer time zone’s normal business hours.
- c) The Content Experts will be available to the Customer during CET time zone’s normal business hours, excluding any public holidays.
- d) A request from the Partner will be acknowledged by the Nexthink Accelerate™ for Managed Service Providers team. The SLOs to address and/or resolve the Partner’s requests are outlined in the Service Description.
- e) The Nexthink Accelerate™ for Managed Service Providers 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™ for Managed Service Providers team after an initial assessment, which should include an estimated time of completion (the “Assessment”). The Nexthink Accelerate™ for Managed Service Providers team will communicate its Assessment to the Partner, 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™ for Managed Service Providers, the Nexthink Accelerate™ for Managed Service Providers team will be driven by a defined approach that will be discussed and communicated to the Partner by their assigned point of contact. At the Champion and Elite service levels, this is a Consultant.

Requests and working items are defined in the Service Description.

3.2 Engagement Details

The following will be defined during the Nextthink Accelerate™ planning phase:

- a. Partner's Service Owners;
- b. Partner's Change Management process;
- c. Any approval process that the Nextthink Accelerate™ for Managed Service Providers team should be aware of;
- d. Identification of who is responsible for the monitoring of deliverables and approving changes from the Partner side;
- e. Partner & Nextthink escalation process;
- f. Partner's committee for decisions; and the
- g. RACI (responsible, accountable, consulted and informed) Model for recurring and on demand activities.
- h. Consultant and Partner's Service Owner will agree to a cadence for using Trusted Guidance hours per month.

During the term, a regular review meeting with the Partner'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 partner'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™ for Managed Service Providers, the Nextthink Accelerate™ for Managed Service Providers 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 Partner 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

Partner acknowledges that Partner's participation and cooperation are critical for the success of Nextthink Accelerate™ for Managed Service Providers and therefore subject to the following requirements:

- 4.2.1 Partner shall provide the required resources and ensure active participation and cooperation to ensure the Nextthink Accelerate™ for Managed Service Providers delivery is successful.
- 4.2.2 Nextthink's resources must have reliable remote access – complying with Partner's security policies – to Customer's Nextthink Experience platform.

- 4.2.3 Partner must complete an intake form for its requests.
- 4.2.4 Partner is responsible for the integrity of any data issued from systems other than the Nextthink Experience platform.

The Nextthink Accelerate™ for Managed Service Providers team will not be responsible for managing any Partner/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 Partner/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 Partner written instruction, supply transition services in a timely and effective manner to achieve an orderly transition of Nextthink Accelerate™ for Managed Service Providers back to Partner 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 Partner no later than sixty (60) days prior to the expiration of the then-current SOW Term.

Nextthink Accelerate™ for Managed Service Providers will be provided remotely.

4.4 Fees and Payment

Nextthink Accelerate™ for Managed Service Providers fees shall be set forth in the Order. Unless otherwise stated in the Order, the Nextthink Accelerate™ for Managed Service Providers 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 Partner/Customer or any third parties contracted by Partner/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.