

Statement of Work – Nexthink Hypercare

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 Customer entity (hereinafter “CUSTOMER”) noted on the Order Form and describes the services to be performed by Nexthink as set out in this SOW.

1 DESCRIPTION OF HYPERCARE SERVICE

During the Term, Nexthink will provide an Nexthink HyperCare consultant available for up to eight (8) hours per week (M-F) during Normal Business Hours or four (4) hour per week (M-F). The Technical Services described herein will commence on the start date mutually agreed upon by the parties (“Start Date”) and will either terminate three (3) months after for eight (8) hours per week or terminate six (6) months after for four (4) hour per week thereafter (“Term”).

2 ENGAGEMENT STRUCTURE

- Typically, the HyperCare consultant will work remotely with CUSTOMER team during the Term following implementation within two different delivery frequencies:
 - Eight (8) hours per week (M-F) for three (3) months
 - Four (4) hours per week (M-F) for six (6) months
- At the commencement of the HyperCare engagement the consultant will work with CUSTOMER to agree the selected delivery frequency, engagement plan and priorities. Within the engagement plan, regular project review meetings will be scheduled to review progress and adjust priorities.

3 RESPONSIBILITIES

- The HyperCare consultant responsibilities will include ongoing monitoring and assessment of the Nexthink platform, making proactive recommendations for improvements & updates and specifically:
 - Supporting the deployment of your existing use-cases
 - Platform guidance related to live dashboards, alerts, investigations and remote actions
 - Advice on Security, roles & privileges, privacy and data management
 - Navigating the Nexthink data model
 - Knowledge transfer on data interpretation
- Facilitate and attend regular review meetings and next step recommendations

4 ASSUMPTIONS

1. “Normal Business Hours” means a four (4) or eight (8) hour period between 8:00 am and 8:00 pm, Monday thru Friday, unless otherwise agreed to in writing by both parties.
2. Delivery options cannot be mixed once agreed by both parties.
3. CUSTOMER will provide the necessary access to the Nexthink platform at the start of the HyperCare service.
4. Nexthink resources will have remote access to CUSTOMER Nexthink Platform during the Term of the HyperCare service.
5. Nexthink will not convert data from other systems.
6. Nexthink will not be responsible for accessing or managing other CUSTOMER systems and tools other than Nexthink Software; specifically: 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 infrastructure or for related downtime or service disruption; and implementing changes in Active Directory such as user or group creation.
7. All testing on the integrated system will be the responsibility of the CUSTOMER.

5 RESOURCE MANAGEMENT

Nexthink may replace or re-assign its personnel during the engagement upon notification to CUSTOMER.

Nexthink does not guarantee that designated named Nexthink personnel will be assigned to CUSTOMER.

6 DELIVERY LOCATION

Nexthink will deliver the HyperCare service from a remote location.

Nexthink Resources have the ability to deliver onsite where agreed prior with the Nexthink Engagement Manager but may be subject to chargeable Travel & Expenses which will be billed separately.

7 EFFECTIVE PERIOD OF THIS SOW

The HyperCare service has a maximum duration of 6-months from the mutually agreed Start Date which must be no later than ninety (90) days from the order date stated the Order Form.

8 FEES

In connection with the Services, CUSTOMER shall pay to Nexthink the professional service fees ("Fees") as set forth in the applicable Order Form that was or will be entered into by and between the parties pursuant to the Agreement (the "Order").

9 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.

10 SCHEDULING POLICY

Nexthink requires at least five (5) days prior written notice to cancel or reschedule service dates that have been scheduled by CUSTOMER.

For scheduled service days that are canceled or rescheduled by CUSTOMER without prior written notice, CUSTOMER may be (a) charged and pay for any travel expenses that cannot be canceled or refunded, and (b) lose the canceled/rescheduled service days if Nexthink is not able to reassign the personnel to another project. For the purposes of this Section, email to the Nexthink Engagement Manager will be sufficient as written notice.