Statement of Work
MEA V6 FOUNDATION EXTENDED v1.0

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. 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 Infinity Foundation Extended Statement of Work, (SOW) described herein is delivered across five distinct phases:

Plan & Onboard

Assist CUSTOMER in preparation activities for kick-off and governance in relation to the future project phases. This phase defines prerequisite activities required for a successful implementation.

Configure

Assist CUSTOMER with the essential installation and configuration activities required for the successful completion of all subsequent tasks and deliverables outlined in this Statement of Work.

Build

Assist CUSTOMER with the initial development of the Nexthink platform, focusing on key product features, within the scope of the Nexthink base license.

Enable & Go Live

Training and enablement of the CUSTOMER on the core product features. Assist CUSTOMER in developing the operational Nexthink team.

Hypercare

Support CUSTOMER to achieve rapid value and maximize adoption post-go-live with an experienced Nexthink practitioner.

2. **PLAN & ONBOARD**

Activities

Activities during this phase of the project include but may not be limited to the following:

- Project Kick-off Meeting, Nexthink will conduct a kick-off meeting which will cover the following topics:
    - Scope of project deliverables
    - Pre-requisites to implementation and project success
    - Definition and agreement regarding the Value Solution (see the "Build" chapter)
    - Governance & Cadence
    - High-level project plan
- Planning of Technical Workshop
    - Sharing of technical prerequisites
- Prerequisite Nexthink online Learn courses
    - Validate Nexthink Learn access
- Nexthink High Level Design (HLD) Document Support
    - Provision of the description of the solution's component, so CUSTOMER can fulfil its internal HLD policy.

Governance

Nexthink establishes the project governance according to the state of the art of project management. This governance is defined at the very beginning of the project and includes at least:

- The management of activities such as project planning, risk management, reporting, steering and progress committees,
- Production of deliverables such as project initiation, project plan, regular reports,
- Nexthink's deliverable approval process,
- The escalation process between CUSTOMER and Nexthink.

CUSTOMER and Nexthink will establish together the governance scheme of the project.

Project Governance

- Up to Two (2) Project Status meetings

Deliverables

- Project plan
- Operational governance

3. CONFIGURE

Technical Workshop(s):

- Nexthink Platform installation
    - Provision of platform dimensioning done by Nexthink
    - Installation and hardware configuration of servers needed by the solution done by CUSTOMER
    - Validation of the technical compliance of the platform done by Nexthink
    - Installation of the latest On prem version executed by Nexthink
- Nexthink performs the Nexthink Platform installation activities on the STAGING Nexthink platform.
- CUSTOMER performs the rollout of the PRODUCTION Nexthink platform.
- Core Collector Management
    - Assist CUSTOMER in defining deployment strategy and setting up packaging
    - Assist CUSTOMER in performing one pilot of the collector's deployment
    - CUSTOMER rolls out the collectors for PRODUCTION
- Workshop for Sign-Sign On access via SAML
- Data Enrichment Discussion and Configuration
- Account Management
- Hierarchy & Entity design
- Branding Customization
- Assist CUSTOMER with setting up his Disaster Recovery (DR) plan
  It is critical to set up a Disaster Recovery (DR) plan for Nexthink V6 to ensure the business continuity in case of a disaster.
    - Assist CUSTOMER in determining the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO)
    - Assist CUSTOMER in designing the DR strategy for Nexthink based on CUSTOMER's DR methodology and Nexthink's best practices
    - Assistance in setting up of the backup and recovery system
    - Assist CUSTOMER in testing the DR plan. CUSTOMER is responsible for the DR testing, Nexthink provides technical support to restoring the platform to normal state

Project Governance

- Up to Two (2) Project Status meetings

Deliverables

- Initial As-built documentation

4. BUILD

Activities during this phase include but not limited to the following:

Operational Readiness

- Sharing of best practices regarding your Operational Readiness regarding its various dimensions; maturity, roles, process value tracking, success plan.

DEX v2 Quickstart

- Configuration and Baseline of the DEX v2 scores

Integrations

The Foundation Extended package includes the deployment of two (2) documented integration; the Nexthink ServiceNow Incident Management Connector (IMC) AND the Nexthink ServiceNow CMDB Connector integration.

- Deployment of one (1) Nexthink ServiceNow Incident Management Connector (IMC)

The IMC provide the capability to thoroughly diagnose and potentially resolve incidents using Nexthink through ServiceNow.
The involvement of the CUSTOMER's ServiceNow teams is critical to the success of the integration

Activities	CUSTOMER Resources	Deliverable
Scoping - Sharing of technical prerequisite**s** - Planning	- Project Manager - **ServiceNow Administrator** - System Administrator	- Integration's planning
Integration - Installation and configuration of the IMC connector - DEX scores and customization of L1 checklist in DEV environment - Technical testing - Tester's training - Assistance with functional testing - Assistance in deploying into Production	- Project Manager - **ServiceNow Administrator** - System Administrator	- Operational connector - Integration design - DEX, L1 checklist, and remote actions configured
Training - Deliver Service Desk Training (2 hours session) - Complete configuration of the L1 Checklist based on users feedback	- Project Manager - **ServiceNow Administrator** - ServiceDesk Operators - ServiceDesk Manager	- Documented enablement to show basic proactivity steps to call handling

- Deployment of one (1) Nexthink ServiceNow CMDB Connector integration

The IMC provide the capability to thoroughly diagnose and potentially resolve incidents using Nexthink through ServiceNow. The involvement of the CUSTOMER's ServiceNow teams is critical to the success of the integration

Activities	CUSTOMER Resources	Deliverable
Scoping - Sharing of technical prerequisite**s** - Scoping and identification of Configuration Items (devices, software,,...) to be imported from Nexthink to ServiceNow CMDB - Planning	- Project Manager - CMDB Manager - CMDB consumers (ServiceDesk, Asset....) - **ServiceNow Administrator** - System Administrator	- Integration's planning
Integration . Integration of Configuration Items in ServiceNow - potential development of remote actions to generate custom data - testing in DEV environment and assistance for deployment in PROD . Training of the CMDB Manager for the connector's exploitation.	- Project Manager - **ServiceNow Administrator** - CMDB Manager - System Administrator	- Operational connector - Integration design & Data Model
Training - Training of CUSTOMER's CMDB Manager for the connector's exploitation.	- Project Manager - **ServiceNow Administrator** - CMDB Manager - CMDB consumers (ServiceDesk, Asset....)	- Playbook for the integration and training

Implementation of one (1) Value Solution

- A Value Solution is designed to showcase immediate value aligned to one of the six core value categories currently listed as the following for the purposes of this SOW:
    - Measure & Improve DEX
    - Proactive IT Management
    - Service Desk Efficiency
    - Accelerate Workplace Transformation
    - Cost-Efficient Digital Workplace
    - Sustainable IT
- Nexthink will utilize all the necessary Nexthink product features that CUSTOMER is licensed for to deliver a singular Value Solution.
    - Example Value Solutions are as follows but not limited to for the purposes of this SOW:
        - Software Asset Management
        - Device Landscape
        - L1 Support
- Agreement on the Value Solution will be made with the CUSTOMER and the Nexthink Engagement Manager as part of the Plan & Onboard phase.
- The agreed-upon Value Solution is limited to a maximum of five (5) business days of effort. In the event of a risk overrun due to complexity or issues beyond Nexthink's control, the Nexthink Engagement Manager will notify CUSTOMER when three (3) business days of effort have been utilized. CUSTOMER will have the option to purchase additional Professional Service days, separate from this SOW, to support the agreed scope once the initial five (5) business days have been fully consumed.

- In the event CUSTOMER cannot identify two uses cases or is not ready to select a Value Solution, then Nexthink will deploy a range of default Nexthink Library Packs based on CUSTOMER business objectives. Scope is limited to five (5) business days of effort.
- Once the agreed scope has been delivered to CUSTOMER, any remaining effort allocated to this task will be considered complete.

Project Governance

- Up to Three (3) Project Status meetings
- Nexthink Technical Lead review

Deliverables

- One (1) Value Solution
- Operational DEX v2 scores
- Two (2) ServiceNow integrations (IMC and CMDB)

5. ENABLE & GO-LIVE

Activities during this phase include but not limited to the following:

Training

The Nexthink "Getting Started with Nexthink" three-day course will be delivered as part of this SOW, typically delivered as a classroom-based approach. This course covers both the Administration and General User activities and provides the foundational knowledge to more Advanced Nexthink courses available.

The course will only be run once as part of this SOW however the course can be rerun at additional cost under a separate SOW.

Sessions are delivered on business days from 9am to 5pm local time.
CUSTOMER is responsible for sending the invitations to participants.

Transition to Operations

The Transition to Operations workshop provides enablement and best practices on how to successfully run a DEX practice. The workshop will include the review of the below:

- DEX Operations
- Value Tracker
- Maturity Model

Go-live support into Production

- Support in preparation for the service opening
- Completion of the transfer of the solution's management to Production resources designated by CUSTOMER

Project Governance

- Up to four (4) Project Status meetings
- Project closure meeting

Deliverables

- Customer Success Plan (Word/PowerPoint)
- Getting Started with Nexthink Training Recording (.mp4 recording of training session(s))
- Value Tracker (Spreadsheet)
- Final As-built documentation

6. HYPERCARE

Benefits

- Deployment and rollout of your existing use-cases
- Continued best practice skills transfer
- Maximize adoption
- Positive reinforcement for your Nexthink team

Responsibilities

- The HyperCare consultant responsibilities will include general platform advisory on the features and capability of Nexthink and specifically:
    - Supporting the deployment of your existing or new use-cases
    - Ongoing 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
    - Skills transfer on data interpretation
- Facilitate and attend regular review meetings and next step recommendations

Timeline

The HyperCare service has a duration of 3-months from a mutually agreed start date with CUSTOMER. This start date must be no later than ninety (90) days from the order date stated in the Order Form

7. PROJECT ASSUMPTIONS

CUSTOMER acknowledges that CUSTOMER's participation and cooperation is critical for the success of the Project.

The following assumptions are based on Nexthink delivery experience, 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.

Timeline

At the start of the project, the template of the detailed project plan will be adapted to the context of CUSTOMER.

Foundation Extended macro plan
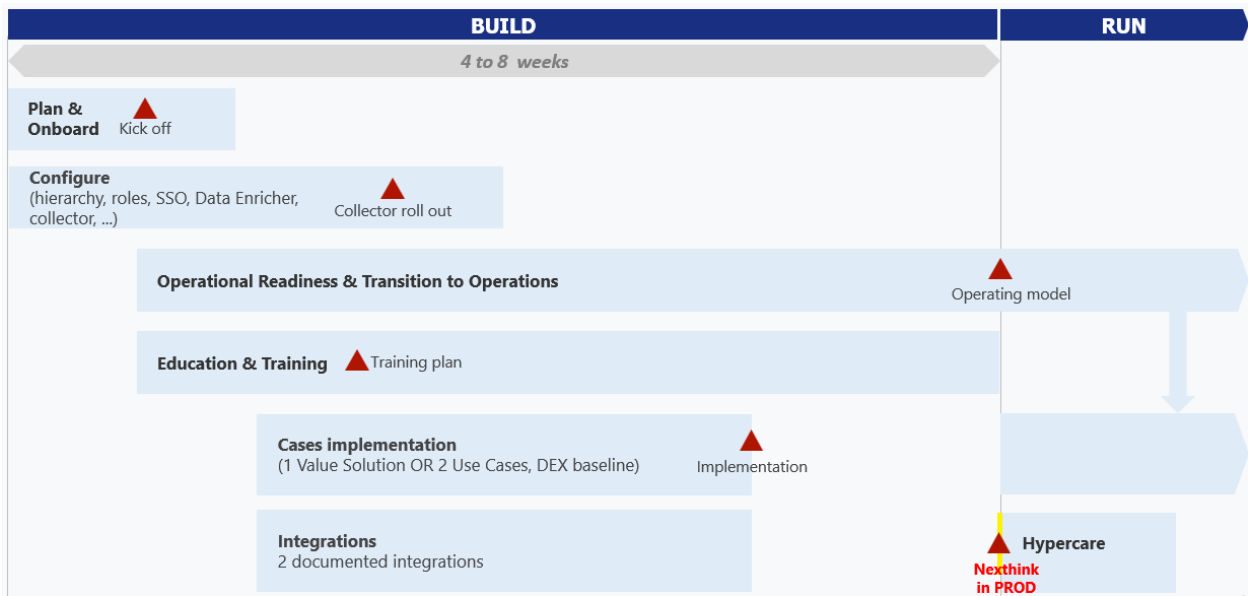
General

1. CUSTOMER 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 expert(s), process owner(s) and technical resource(s).

2. Nexthink resources will have a named remote access, with administration level, to CUSTOMER's Nexthink Platform throughout the duration of the project.
3. Nexthink will provide project status updates on the project via an agreed communication method with the CUSTOMER using activities checklist and consult the CUSTOMER team on Governance calls to ensure that the delivery objectives outlined in this SOW are met.
4. Once a deliverable has been completed said deliverable cannot be redelivered within the scope of this SOW.
5. CUSTOMER is responsible for the acceptance of deliverables produced as part of the project.
6. Upon delivery of the Project Closure workshop this SOW is considered completed and the services engagement closed.

Data & Integrations

1. Nexthink will not convert data from other systems (i.e. legacy systems).
2. CUSTOMER is responsible for the integrity of any data from systems other than the Nexthink Platform.
3. Chatbot integrations are out of scope of this SOW.

Limit

This SOW is dimensioned for up to three (3) engines. Should the dimensioning for the CUSTOMER' solution require more than three (3) engines, and additional scoping to this SOW would be required.

Out of scope

- Installation and hardware configuration of servers involved in the solution
- Development of specific scripts
- Configuration of network equipment such as switches, routers and firewalls
- Implementation of Active Directory changes such as user, group or GPO creation, policy configuration, etc.
- Deployment of collectors
- Qualitative or quantitative analysis of information provided by Nexthink' solution
- Any task not explicitly mentioned in this SOW

8. RESOURCES

CUSTOMER Resources

ROLE	DESCRIPTION
Executive Sponsor	To effectively establish a DEX Operations team the Executive Sponsor will be required to define business outcome goals, set the mission and vision of the DEX Operations team, provide resource guidance and act as the escalation path.
Project/Program Manager	Owns the entire services engagement lifecycle from the CUSTOMER perspective from assignment through to successful delivery. Participates all project governance and scheduling activities. Required to approve business and technical decisions in relation to deliverables stated within the SOW
Functional Expert(s)	Participates in workshops focusing on the business side of Nexthink use. A Functional Expert is the representative for areas such as the Workplace, Service Desk, Security - all areas that benefit from Nexthink.
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.

Nexthink Resources

ROLE	DESCRIPTION
Engagement Manager	Owns the entire services engagement lifecycle; from assignment through to successful delivery.
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.

Resource Management

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

9. DELIVERY LOCATION

Nexthink will provide the services 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.

10.　　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 within ninety (90) days of the Project Start Date Nexthink reserves the right to cancel this SOW unless there is a mutual agreement between Nexthink and CUSTOMER for the extended delay.

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

11.　　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").

12.　　CHANGE REQUESTS

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

13. SCHEDULING POLICY

A normal business day is defined as any eight (8) hour period between the hours of 8AM and 6PM, Monday through Friday local time and excludes holidays.

Nexthink requires at least five (5) days prior written notice to cancel or reschedule the Project Start Date that has been scheduled by CUSTOMER. For scheduled service days that are cancelled or rescheduled by CUSTOMER with fewer than five (5) business days without prior written notice, CUSTOMER will be charged for any travel expenses that cannot be cancelled or refunded. For the purposes of this Section, email to Nexthink's 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.