Nutanix Professional Services Delivery Partner Program



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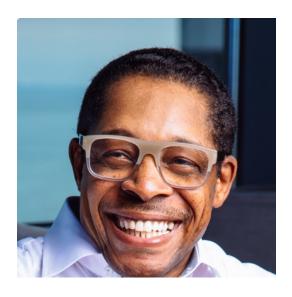
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Introduction

Nutanix Professional Services Delivery Partner Program enables selected partners to deliver best-in-class and quality implementation services to our customers. We focus on ensuring your teams are empowered and capable of operating at the highest confidence level by providing all the enablement, tools and resources needed to consistently deliver services from Nutanix Professional Services. It's a customer-centric program designed to help partners assist customers in achieving beneficial outcomes by minimizing risk, reducing complexities and delivering accelerated value. We continue to strive for joint success by leveraging Nutanix-certified and enabled resources.

"We're committed to supporting you through every step of the journey."



Mo Rainey, Vice President, Global Professional Services

Nutanix Professional Services Delivery Partner Charter

The Nutanix Professional Services Delivery Partner Charter calls for establishing an ecosystem of fully enabled trusted partnerships so we can jointly grow Nutanix services together. Our program consists of enablement training, certifications, shadowing, Nutanix tools, templates, kits, and delivery methodologies, all of which are designed to empower our partners.

We empower our partners to effectively deliver services in the modern, hybrid multicloud era through:

- Partner delivery expertise through enablement and certification
- Delivery capacity assistance with highest delivery quality
- Maximized utilization, profitability and revenue
- Additional growth opportunities
- An established and thriving ecosystem of global service partners

Services Delivery Partner Program Overview

Program Tiers

Specialty Partner	Gold Partners	Platinum Partners
Specialty Partners will have specialty skills such as with SAP databases, DB, DevOps, and Kubernetes® platforms.	Services Gold will be required to have two personnel with the Nutanix Certified Services (NCS)-Core certification.	Services Platinum will be required to have at least five personnel each with NCS-Core, at least three with a proficient level certification. This level of partner is limited to a certain number in each region based on capacity needs.

Criteria to Join by Tier

Specialty Partner	Gold Partners	Platinum Partners
 Specialty knowledge partners Certified in their specialty areas Consistent superior delivery quality High customer survey satisfaction ratings 	 Trained and certified Nutanix delivery resources Specialists in hyperconverged infrastructure Capacity partners Sustained superior delivery quality Sustained high customer survey satisfaction ratings Need project coordinator for a single point of contact Leverage in-house resources Maintain semi-annual skills matrix 	 Dedicated trained and certified Nutanix delivery resources Specialist in select Nutanix extended portfolio products Sustained superior delivery quality Consistently high customer survey satisfaction ratings Established Nutanix practice and recommended lab setup Need project coordinator for a single point of contact Established rate cards Maintain semi-annual Skills matrix

Provide rate cards

Benefits by Tier

	Specialty	Gold	Platinum
Enablement training	x	X	X
Access to Nutanix partner portal	x	X	х
Nutanix email and Slack support	х	х	х
Access to Service Delivery Kits (SDKs)	х	х	х
Free certification voucher for services certifications	х	х	х
Assistance with lab setup (demo and training purposes)		X	x
Ability to become Nutanix Services Trainer			X
Priority for services delivery			X
Quarterly business reviews (QBR)			X
Annual business reviews (ABR)			х
Priority access to training and Nutanix events			х

Access to practice leads	x		x
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Program Requirements and Expectations

Partner Agreement

All partners must accept the Nutanix Master Services Agreement (MSA) and Data Processing Addendum (DPA) terms and conditions prior to being authorized to deliver services for Nutanix. Once completed, individual projects will be authorized either with a Statement of Work (SOW) addendum – in case of custom scope, or a services description sheet (available on the <u>Professional Services (nutanix.com)</u> page) in case of SKU-defined scope. A Purchase Order (PO) will be created so that payment for services can be made upon successful project completion.

Program Compliance

We encourage Nutanix partners to conduct all business engagements with integrity, to be ethical and accountable with your customers and Nutanix. Any resource utilized for Nutanix services delivery must have the Nutanix Certified Professional-Multicloud Infrastructure (NCP-MCI), NCS-Core completed certifications along with any applicable sub-certifications (Nutanix Cloud Manager, Nutanix Database Service, etc.) for specific product implementation work and undergo the Shadowing Program. Partners are expected to represent themselves as Nutanix when at customer sites and not under their own organizations.

Program Non-Compliance

Any partner resources who fail to complete the NCP-MCI and NCS-Core certifications, solely by themselves in an ethical manner, may result in the resources and/or the company being restricted from future work. Partners are required to complete annual Security and Compliance Training. Nutanix has the right to terminate this Program and the Nutanix Services Partner MSA agreement in accordance with the terms of the agreement.

Work Authorization Requirements

All our partners are required to comply with local laws regarding work permits or visas based on the local country requirements or jurisdiction. Partners that fail to follow the proper requirements may be deported, banned from future country entry, and immediately removed from this program. It is solely up to the partner to ensure compliance with the correct work permit or visas based on the specific country requirements where the work is performed. There are no exceptions. It is the partner's responsibility to conduct background checks for all consultants prior to their engagement on Nutanix projects.

Business Planning and Reviews

Platinum Partners are required to have an annual detailed business plan with jointly agreed targets and participate in Quarterly or Bi-annual Business Reviews to check progress. Several Specialty Partners may also be selected to participate in these activities. Annually, the Nutanix Professional Services organization will reassess various partners and levels to determine which partners will remain, move into, or move out of a specific partner level. Quality issues which may occur throughout the year, and which are shown to be caused in part or in their entirety by a partner, may result in partner level demotion at the sole discretion of Nutanix.



Services Partner Quality Expectations

All partners who deliver Nutanix services are expected to implement whatever internal processes as necessary to ensure the highest level of quality. This may include but not be limited to creating their own labs for training and field readiness, creating internal communications channels to assist resources on site with SMEs, participating in train-the-trainer programs to perform in house teaching/training or qualifying resource skills prior to attempting to obtain certification. Resources at client sites should seek help prior to leaving the site and should refrain from any negative or disparaging comments to a Nutanix customer. Our service partner resources are our ambassadors and should strive to provide the best quality of service to ensure a good CSAT grade.

Customer Satisfaction Survey and Partner Satisfaction Survey

The Nutanix customer satisfaction survey (CSAT) is sent to customers upon completion of services by the Nutanix project manager. Nutanix takes pride in its high CSAT scores and will continue to track CSAT feedback where we utilize partner resources. Negative customer comments or low CSAT scores will be considered a quality issue and will be addressed as outlined in the Service Partner Quality Expectations section above. We will randomly send a Nutanix partner satisfaction survey (PSAT) to partners selected to elicit feedback which may result in changes to make the services partner ecosystem better for our partner community. We will also capture any recommendations around needed tools, changes to processes or add missing information.



Services Training and Certification

We believe that highly knowledgeable and informed services consultants provide a better customer experience. That's why we offer extensive services training opportunities to keep your service teams at the cutting edge and on top of the latest advances. Nutanix Training and Certification delivers innovative education services that allow you to help deliver Nutanix solutions to your customers – providing maximum value and visibility within Nutanix.

Services Training and Certification

Nutanix services training assists with understanding the steps necessary to obtain available services certifications. When all prerequisites, classes, assessments, and certifications are completed, badges will be authorized and available on <u>Credly.com</u> and <u>Nutanix University</u>. Nutanix services partners will be required to obtain the certifications pertaining to the specific services being delivered. Services enablement will be available with every Nutanix service offering and within each applicable badge. For more information on the Services Enablement Program see the <u>Services Enablement Program Guide</u> as well as the <u>Services Partner Portal Training page</u>.

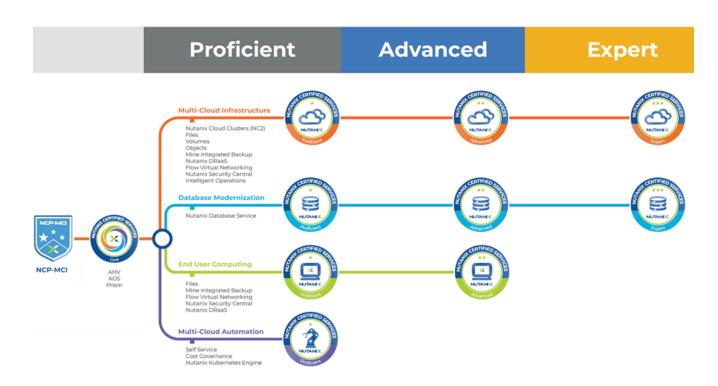


Figure 1: Nutanix Services Training Plan

Partner Enablement

As a valued Nutanix Professional Services partner, we want to empower you to build your own Nutanix practices. In addition to providing our partners with education and portal access, we offer recommended lab configurations for partner enablement.

Labs

Nutanix Community Edition Lab

The Nutanix <u>Community Edition option</u> is a free version of the Nutanix AOS software stack, which powers the Nutanix Cloud Platform (NCP) solution. The Community Edition of AOS is designed for people interested in test driving AOS features on their own test hardware and infrastructure. As stated in the license agreement, Community Edition is intended for internal business operations and non-production use only. This is the free version of AOS that can be run on most hardware if you follow the hardware guidelines described in the Community Edition forum. More details on <u>getting started</u> <u>with the Community Edition</u> are available on the support portal.



Terms and Conditions

This program is governed by your Nutanix Indirect Partner Agreement (NIRA) and the terms set forth below. You must be and remain compliant with the NIRA to participate in the program.

Compliance with Laws, Anti-corruption and Global Trade

Each party represents that it has not and will not violate any applicable laws in relation to the program. Further, each party represents and warrants that it has not and will not violate any applicable anti-corruption law, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, in relation to the program. The partner organization shall not either directly or indirectly, pay, offer, promise to pay, or give anything of value to any person including an employee or official of a government, government controlled enterprise or company, or political party, with the reasonable knowledge that it will be used for the purpose of obtaining any improper benefit or to improperly influence any act or decision by such person or for the purpose of obtaining, retaining, or directing business. The partner organization shall not offer or accept bribes or kickbacks in any form.

Each party represents and warrants that it has not and will not violate any applicable trade sanctions and import/export control laws and regulations of any country in relation to this program. Any imposition of sanctions or export controls that prevents Nutanix from performing under the terms of this program shall be considered Force Majeure.

Nutanix Privacy Statement

The Nutanix Privacy Statement can be viewed at: https://www.nutanix.com/legal/privacy-statement. The statement describes the information that we gather from you in connection with our offerings, how we use and disclose such information, the steps we take to protect such information, and how you can exercise your data protection rights.

Conflict of Interest

By your participation in the above referenced program, and by your acceptance of any funds, gifts, gratuities, rebates, prizes or any item of value commensurate with this program, you represent, warrant and affirm to Nutanix that neither your organization or any person employed therewith is now or at any other applicable time engaged with the Nutanix end user customer in any type of consultative, fiduciary or advisory capacity concerning technology procurement, and further, neither your organization or any individual employed therewith has or shall at any applicable time received or will receive any monetary or other form of compensation from the Nutanix end user in exchange for any such aforementioned activity. You agree to fully indemnify and defend Nutanix, its agents, employees, officers and directors, against any and all claims, suits, expenses, fees, fines, liens or costs that any such person may incur as a result of any violation of this provision.

Intellectual Property Rights

Nutanix does not grant its Partners any ownership or other interest in any copyrights, patents, trademarks, know-how, inventions, and trade secrets (Intellectual Property), including its and registrations and applications of its Intellectual Property.



Limitation of Liability

Nutanix shall not be liable for any loss of profits or for special, consequential, incidental, indirect, reliance, punitive or exemplary damages, either in contract or tort, whether or not the possibility of such damages was disclosed to, or could have been reasonably foreseen by Nutanix, which result from or relate to, a Partner's participation in Nutanix's Partner Program.

Taxes

Each party is responsible for its own respective income taxes including but not limited to, business personnel, and occupation taxes. Partners shall be responsible for any and all applicable taxes related to its receipt of the Nutanix contribution, including but not limited to any sales, use, goods and services, consumption, business, value added, or other taxes or comparable levies, transaction privilege taxes, gross receipts taxes, net receipt taxes, any withholding taxes and other charges such as duties, customs, tariffs, imposts, contributions and other government-imposed surcharges.

Force Majeure

Nutanix will not be liable for performance delays or for nonperformance due to causes beyond our reasonable control.

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