

ACCOUNT ASSIGNMENT

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Regarding Alescent and [[Company]], effective [[Date]]

1. Account Identification

- **Account (Legal Name).** [[PartnerAccountLegalName]]
- **Trade Name(s) / Doing-Business-As (DBA).** [[PartnerAccountTradeNames]]
- **Account Common Name.** [[PartnerAccountCommonName]]
- **Account Code (Internal).** [[PartnerAccountCode]]
- **Jurisdiction of Organization (Country/State/Province).** [[PartnerAccountJurisdiction]]
- **Registered Address / Principal Place of Business.** [[PartnerAccountAddress]]
- **Related Entities (Subsidiaries, Parent, Affiliates).** [[PartnerAccountRelatedEntities]]

1.1 Included Contacts / Stakeholder Groups (Optional, Non-Exhaustive)

- **Executive Sponsor(s).** [[ExecutiveSponsors]]
- **Procurement / Vendor management.** [[ProcurementContacts]]
- **Finance.** [[FinanceContacts]]
- **Other.** [[OtherStakeholders]]

1.2 Account Classification

[[PartnerAccountClassification]]

2. Parties, Leads, and Delegation

2.1 Actual (Authoritative) Account Lead (Required)

- **Name.** [[ActualAccountLeadName]]
- **Role.** Associate (required)
- **Associate Schedule in force.** [[AssociateScheduleInForceYesNo]]
- **Contact.** [[ActualAccountLeadContact]]

2.2 Apparent Account Lead(s) (Optional)

(Repeat as needed)

- **Name.** [[ApparentAccountLeadName]]
- **Schedule.** [[ApparentAccountLeadSchedule]]
- **Contact.** [[ApparentAccountLeadContact]]

2.3 Delegation Statement

The Apparent Account Lead(s), if any, act only under the delegated authority of the Actual Account Lead. Day-to-day reference to an Apparent Account Lead as "Account Lead" does not create Actual (Authoritative) Authority.

3. Authority Designation and Constraints

3.1 Authority Designation (Per Role Assignment)

- **Actual Account Lead.** Actual (Authoritative) within the limits of this Assignment and the Master Agreement.
- **Apparent Account Lead(s).** Apparent only, non-binding, and revocable.

3.2 Prohibited Acts (Apply to all unless explicitly authorized below)

- No binding commitments on behalf of Alescent.
- No pricing approvals or signature authority.
- No commitments of delivery resources or timelines.
- No granting of rights in Alescent Product.

3.3 Explicit Delegations (Optional, must be specific)

- **Delegated communications scope.** [[DelegatedCommunicationsScope]]
- **Delegated negotiation scope (non-binding).** [[DelegatedNegotiationScope]]
- **Other delegations.** [[OtherDelegations]]

3.4 Customer / Third-Party Flow-Down Terms (If Applicable)

- **Customer flow-down terms apply?** [[CustomerFlowDownAppliesYesNo]]
- **If Yes, reference document(s).** [[CustomerFlowDownReferences]]
- **Acknowledgment recorded?** [[CustomerFlowDownAcknowledgedYesNo]]

4. Scope of Responsibilities

4.1 Actual Account Lead Responsibilities

- **Account governance and accountability.** Own account strategy, stakeholder alignment, and executive sponsorship.
- **Authority control.** Grant, limit, and revoke delegated authority to Apparent Account Lead(s).
- **Commercial oversight.** Approve positioning, packaging, and escalation paths, and ensure contract discipline.
- **Value Realization accountability.** Ensure value realization objectives are defined, measured, and advanced.

4.2 Apparent Account Lead Responsibilities (If Applicable)

- **Relationship development.** Maintain cadence with stakeholders and surface opportunities.
- **Opportunity qualification.** Support qualification, discovery coordination, and internal alignment.
- **Information integrity.** Represent Alescent accurately, avoid overcommitment, and escalate promptly.
- **Hand-off discipline.** Route binding decisions to the Actual Account Lead.

4.3 Shared Responsibilities (If Applicable)

- **Internal coordination.** Coordinate with Alescent Advisors, Affiliates, and delivery leaders.
- **Reporting cadence.** Maintain account status reporting and pipeline hygiene.

5. Value Distribution

5.1 Value Distribution Model Reference

This Assignment incorporates the Value Distribution Model as defined by Alescent from time to time and as further specified in the referenced exhibit(s) below.

5.2 Referenced Exhibit(s) / Statement(s)

- **Exhibit ID / Name.** [[ValueDistributionExhibitIdAndName]]

5.3 Account Lead Share Allocation

- **Actual Account Lead.** [[ActualAccountLeadShare]]
- **Apparent Account Lead(s).** [[ApparentAccountLeadShare]]
- **Other participants (if applicable).** [[OtherParticipantShares]]

5.4 Measurement and Reporting Inputs

- **Value Realization measure(s).** [[ValueRealizationMeasures]]
- **Reporting cadence.** [[ReportingCadence]]

6. Term and Renewal

6.1 Effective Date

[[Date]] (the "Assignment Effective Date")

6.2 Initial Term

The term of this Assignment begins on the Assignment Effective Date and ends on December 31 of the calendar year in which the Assignment Effective Date occurs (the "Initial Term"), unless earlier terminated in accordance with this Assignment or the Master Agreement.

6.3 Automatic Renewal

This Assignment shall automatically renew for successive one (1) year terms (each a "Renewal Term") if the Renewal Condition(s) are met.

6.4 Renewal Conditions

Automatic renewal requires that Actual Value Realization for the trailing twelve (12) months immediately preceding the renewal evaluation date exceeds eighty percent (80%) of the Value Realization achieved during the prior trailing twelve (12) month period.

6.5 Renewal Evaluation Date

Unless otherwise stated, renewal shall be evaluated as of December 31 of the applicable year.



6.6 Additional Renewal Conditions (Optional)

[[AdditionalRenewalConditions]]

6.7 Non-Renewal Notice

If either Party elects not to renew despite satisfaction of Renewal Condition(s), that Party shall provide written notice at least thirty (30) days prior to December 31.

7. Execution

IN WITNESS WHEREOF, the Parties have executed this Account Assignment as of the Effective Date.

[[Company]]

By: [SIGNATURE]

Name: [[Name]]

Title: [[Title]]

Date: [[Date]]

Alescent, Inc.

By: [SIGNATURE]

Name: [[AlescentSignatoryName]]

Title: [[AlescentSignatoryTitle]]

Date: [[Date]]