

AI Service: Optimize and Evolve

Scope of Service Description

ServiceNow consultants will work with Customer subject matter experts to perform the following services and activities detailed in the table below (collectively, the “**Packaged Service(s)**” or “**Service(s)**”).

The number of hours purchased, excluding taxes, will be invoiced based upon the hourly rate specified on the ordering document. For the avoidance of doubt, ServiceNow will work within the purchased hours specified on the ordering document (“Purchased Hours”) and no acceptance shall apply to the Services provided herein.

AI Service: Optimize and Evolve			
Scope: Implement ServiceNow AI platform capabilities and use cases. Purchased Hours are allocated based on the package as specified on the ordering document (“Purchased Package”). This AI Service is intended for customers who have a backlog of AI use cases.			
The Service and Activities estimated are for a single Now Assist Product area.			
Optimize and Evolve			
Activities	Base Package	Design Package	Build Package
Workshop/solution design	Up to 2 days	Up to 1 day	N/A
Configure/build solution	Up to 100 hours/2 sprints	N/A	Up to 50 hours/1 sprint
User Testing Support	Up to 3 weeks	N/A	Up to 1 week
Migration/post go live support	Up to 1 week	N/A	Up to 1 week
Close activities	½ day	½ day	½ day
Applicable Service Phases	All	Initiate, Plan, Close	Initiate, Execute, Deliver, Close
Estimated Duration*	12 weeks	2 weeks	2-4 weeks
Estimated Total Hours	640-704 hours	96-126 hours	192-224 hours
* Delivered over consecutive weeks.			

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Service Phase	Activities
Initiate	ServiceNow Responsibilities: Discuss the following items with the Customer: - Review Optimize and Evolve Purchased Package activities with Customer. - Based on the Purchased Package, schedule and agree on the planning for fulfilling any Customer pre-requisites and required audiences and/or Customer participants. - Schedule ServiceNow resources based on the Purchased Package and mutually agreed upon timeline expectations. - Ongoing Project Management:

	- o Manage ServiceNow resource assignments based on the Purchased Package, timeline, expectations and ServiceNow recommended sequencing, including, as appropriate, coordination with sub-contracting partners if applicable. - o As applicable to the Purchased Package, in cooperation with Customer's Project Manager, maintain the following project monitoring and control activities: ▪ Create project plan/timeline ▪ Weekly communication of project consumption report Customer Responsibilities: • Designate a Project Manager as the primary contact to coordinate meeting schedules for Customer's resources. • Communicate strategic intent and objectives for the project. • Actively participate in the preparatory meetings, including a review of the Purchased Package. • Participate with ServiceNow Engagement Manager in drafting the project plan/timeline for the Purchased Package. • Complete any required and/or recommended activities (e.g. answer assessment questionnaire) prior to the start of the Service, as applicable.
Plan	ServiceNow Responsibilities: Workshop activity durations as outlined in the Optimize and Evolve table based on Purchased Package: • Conduct workshop(s) to gather requirements for Purchased Package use cases. • Document and estimate the level of effort for the finalized requirements ("User Stories"). • Review Customer's documented story acceptance criteria. • Review, refine, and prioritize the User Stories documented with the Customer and determine which will be configured during the Execute Phase, ("In Scope Stories"). Customer Responsibilities: • Actively participate in all workshops with process leaders, key stakeholders, project leadership, technical experts, testing coordinator, and System Administrators. • Clearly describe required functionality and participate in the design of User Stories. • Review and approve User Stories drafted by ServiceNow within two (2) working days of receipt from ServiceNow. • Document story acceptance criteria for User Stories. • Participate in User Story prioritization and mutually agree on In Scope Stories for Execute phase. • Execute communications based on decisions made by Customer and provide updates to the Engagement Manager during project meetings.
Execute	ServiceNow Responsibilities: Configuration activity durations as outlined in the Optimize and Evolve table based on Purchased Package: • Configure and unit test prioritized User Stories. • Conduct one review/demo session at the end of each sprint. Customer Responsibilities:

	- Participate in unit testing and validate configured behavior against the documented In Scope Stories acceptance criteria. - Participate in sprint review and demonstrate configured functionality to Customer stakeholders.
Deliver	ServiceNow Responsibilities: Testing activity durations as outlined in the Optimize and Evolve table based on Purchased Package: - Provide user testing support - Support Customer during their deployment of Now Assist configurations into other non-production and production environment(s). - Conduct one (1) knowledge transfer session. Customer Responsibilities: - Install plugins and apply update sets provided by ServiceNow, into other non-production and production environment(s). - Complete user testing of all In Scope Stories within the agreed timeframe established in the Initiate Phase. - Engage with ServiceNow to complete remediation activities during user testing. - Plan for and execute production deployment and go-live activities.
Close	ServiceNow Responsibilities: Migration and post live support activity durations as outlined in the Optimize and Evolve table based on Purchased Package: - Provide Post go-live support - Review and assignment of any outstanding tasks to the Customer. - Conduct close out meeting. Customer Responsibilities: - Engage with ServiceNow to complete remediation activities during Post go-live support. - Participate in close out meeting.

HealthScan

In the event that ServiceNow utilizes its instance scanning technology ("HealthScan") to provide the Services hereunder, Customer agrees that, notwithstanding anything else to the contrary in the Agreement or an ordering document, ServiceNow may run HealthScan on Customer's instance(s) as specified herein and transfer certain Customer Data necessary for the performance of this Service to a centralized ServiceNow instance that may be hosted in a jurisdiction outside of Customer's originating data center hosting location. Notwithstanding the foregoing, Customer Data hosted on an instance in the U.S. Government Community Cloud ("GCC") shall not be transferred outside the GCC boundary.

ServiceNow Provided Resources

ServiceNow may replace or reassign its personnel during the Service upon notification to Customer. ServiceNow does not guarantee that certain designated ServiceNow personnel will be assigned to Customer's account. ServiceNow may at any time engage any of its employees or a third-party subcontractor to fulfill all or part of ServiceNow's obligations under this Service Description and the Customer acknowledges that such employees or third-party subcontractor may process Customer Data (as defined in the Agreement) in order to provide the Services.

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Customer shall grant ServiceNow and subcontractor personnel access to Customer's instance(s) of the Subscription Service in order to perform the Services. ServiceNow is solely responsible for the acts or omissions of subcontractors to the same extent as if such acts and omissions were its own. ServiceNow is solely responsible for the payment of any compensation due or allegedly due to subcontractors, and subcontractors may not seek payment (either directly or indirectly) from Customer.

ServiceNow Resource	Responsibilities
Engagement Manager	Responsible for resource and timeline management. Provide expertise, ensure adherence to the Services, identify, and allocate appropriate resources from ServiceNow, document and communicate status, at a minimum, weekly, and act as the single point of contact during the Services.
Business Process Consultant	Facilitate the definition and alignment of current processes toward improvement and recommended ServiceNow leading practices together with Customer process owners, key Customer sponsors and stakeholders. Advise the Product Owner(s) throughout the Services in story creation and refinement, ranking, adherence to the desired process outcomes, and future roadmap plans.
Technical Consultant	Provide technical guidance during workshops and assist in the creation and refinement of stories. Configures the Subscription Service during sprints while sharing knowledge and ServiceNow leading practices with Platform Administrators.

Customer Provided Resources

Customer will provide applicable resources throughout the duration of the Services. The same personnel may fulfill multiple responsibilities.

Customer Resource	Responsibilities
Business Analyst	The Business Analyst is responsible for working with key project stakeholders to capture business and user requirements as stories. The Business Analyst also works with the Platform Administrators to ensure stories are understood, developed, tested, and delivered to specification.
Executive Sponsor	The Executive Sponsor is responsible for setting and communicating the vision of ServiceNow within the rest of the enterprise. The Executive Sponsor also participates in engagement governance and removes roadblocks to a successful implementation.
Platform Owner	The Platform Owner is a senior leader who is responsible for the overall accountability of the ServiceNow platform. The Platform Owner provides leadership and oversight to the Platform Administrators, ensures team alignment to business strategy and the ServiceNow roadmap, and is actively involved in the overarching governance of the platform.

Process Owner(s)	The Process Owners are responsible for the correct and complete definition of each of the processes implemented within the ServiceNow platform.
Product Owner(s)	The Product Owners are responsible for ensuring that the Product Backlog is defined with stories, visible, transparent, and clear to all, and shows what the Service Team will work on next. The Product Owner will also demonstrate the configured functionality to Customer's stakeholders at the end of each Sprint.
Project Manager	The Project Manager is responsible for tracking and communicating project status, serving as an escalation point to resolve obstacles, and working to deliver project work on schedule and budget. The Project Manager works closely with the ServiceNow Engagement Manager and in coordination with all other involved resources to plan, manage, and deliver ServiceNow releases.
Subject Matter Experts (SME)	The SME is responsible to confirm the design to help meet Customer's requirements, and to work with ServiceNow to identify opportunities for the processes to be moved into ServiceNow. The role may comprise of both functional and technical experts. The SME will also possess in-depth functional and technical understanding of any necessary processes and function.
System Administrator(s)	The System Administrator is responsible for maintaining the stability and usability of the ServiceNow platform by performing application maintenance, managing support for incidents related to ServiceNow applications, and contributing to ServiceNow software releases by delivering configuration tasks and features. The ServiceNow System Administrator has sound technical ability that enables the fulfillment of common configuration and maintenance tasks.
Technical Resource(s)	The Technical Resources are responsible for assisting with the development of the ServiceNow application and integrations. The Technical Resources should also possess ITIL and JavaScript expertise as well as web Services and xml experience as applicable, to support the scope of the Service.
Testing Coordinator	Coordinates Customer Testing activities, including Test Plan, Test Cases and Test Execution.

Travel & Expenses

Except as otherwise specified, ServiceNow will provide the Services remotely. In the event that ServiceNow personnel are required to travel in support of the Services, all reasonable travel, meals, and living expenses for ServiceNow personnel shall be billed to Customer at ServiceNow's actual expenses. Customer agrees to pay all such travel and other expenses in accordance with the payment terms specified in the Agreement or, if not specified in the Agreement, as specified on the ordering document. For U.S. Public Sector customers, all travel costs, including per diem and private auto mileage rates shall be in accordance with the Federal Travel Regulations (FTR).

Key Assumptions

ServiceNow will, at all times, be an independent contractor providing the Services to the Customer. ServiceNow is responsible for the overall organization of the Services it provides and the manner of providing such Services.

- Before ServiceNow can begin the Services, the following prerequisite tasks must be completed as stated below:
 - Customer has a defined list of prioritized AI use cases or AI capabilities, including pre-requisite capabilities, that they want to design and build as part of the delivery of this Service.
 - For in scope use cases, Customer's instances have the relevant prerequisite applications installed and configured as applicable to the Now Assist product selected which may include but is not limited to: Case Management, Incident Management, HR Case Management, Knowledge Management, Next Experience UI, Configurable Workspace, Service Catalog, Employee Center, Next Experience UI, Service Operations Workspace.
 - Customer has required Now Assist product license entitlements prior to the start of the Service.
- ServiceNow will only configure/build scope that has been designed by ServiceNow.
- Purchased hours are limited to support activities related to Customer's ServiceNow Now Assist solutions.
- Customer grants ServiceNow resources access to Customer's instances for the purpose of providing the Services during the period of performance.
- Any items which are not part of this Service and were not initially captured and documented as In Scope Stores will be deemed out of scope.
- Services may include advice and recommendations from ServiceNow, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the sole responsibility of the Customer. Customer expressly acknowledges and agrees that any advice or recommendations provided by ServiceNow does not constitute legal advice and is not a representation regarding compliance with any law or regulation.
- Customer will provide appropriate work areas, including Internet access, for ServiceNow consultants when they are on-site (if applicable).
- Customer will provide the required resources and ensure active participation. This will include, without limitation, an executive decision-maker, product / process owner(s), project leadership and management, subject matter experts and technical resources.
- For purposes of managing the delivery of the Services, ServiceNow will activate and use the Strategic Portfolio Management ("SPM") application, inclusive of Project Portfolio Management ("PPM") and Agile Development applications, in a separate ServiceNow hosted engagement instance ("Engagement Instance"). ServiceNow authorizes Customer to access and use the Engagement Instance, solely for its internal business purposes in connection with the Services, for the duration of delivery of the Services and forty-five (45) calendar days thereafter. The parties agree that the confidentiality terms and conditions in the Agreement apply to all delivery related information of the Customer in the Engagement Instance. As an alternative, ServiceNow reserves the right to leverage Customer's existing rights to the SPM application in Customer's production instance, inclusive of PPM and Agile Development applications, to support the Services where applicable; provided, that Customer has

purchased sufficient use rights to such applications for at least the duration of the Services. ServiceNow employees or subcontractors (collectively, "Resources") providing the Services will not be counted against Customer's SPM use rights in production when the use of SPM is wholly in support of the Services.

- Unless otherwise specified by ServiceNow, the Services and any resulting documentation will be in English.
- Customer is solely responsible for the performance of Customer's employees and agents, including any modification they make to the Services, and for the accuracy and completeness of all data, materials and information provided to ServiceNow.
- The Services will be performed during a ServiceNow standard business day which is any eight (8) hour period between the hours of 8 a.m. and 6 p.m., Monday through Friday local time, excluding ServiceNow and public holidays ("Business Day").
- ServiceNow will use commercially reasonable efforts to confirm the mobilization plan and composition of the resource(s) with Customer within four (4) weeks from the latest signature of the ordering document.
- ServiceNow is not responsible for delays caused by Customer or any third party (excluding ServiceNow subcontractors).
- There are no contractually (implied or expressly) defined deliverables within this Packaged Service.

Exclusions

- This Service does not include scope for Now Assist for Creator.
- Conversion and import of historical data.
- Changes to Customer or third-party systems.
- Data modification, normalization, formatting, or alteration.
- This Service is not available to a customer hosted in ServiceNow Protected Platform datacenters or similar regulated environments, self-hosted environments, domain-separated environments, or managed service providers (except for their internal use). For clarity, this Packaged Service is available to Customers hosted in ServiceNow's GCC and NSC DOD IL5 environments.
- AI Agents for self-hosted environments.
- ServiceNow will not create and/or update Customer data e.g., configuration items, knowledge articles.
- Training services are not included in this Service.

Service Terms and Conditions

ServiceNow is in the business of providing service management applications and other applications on the ServiceNow platform and consulting services drawing upon the knowledge, understanding and expertise ServiceNow has gained in the course of working with many other Customers. Nothing in this Service Description shall assign rights in or limit ServiceNow's use of any know-how or knowledge pertaining to the ServiceNow intellectual property rights or technology. ServiceNow shall have a fully paid, royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to use any suggestions, enhancements, recommendations, or other feedback provided by Customer and its users relating to the ServiceNow product or services.

To the extent Customer purchases directly from ServiceNow, Customer agrees to pay the fees as set forth on the related order form. ServiceNow will provide the Services pursuant to the terms and conditions on the order form and the underlying agreement executed by the parties (if any) or, in the absence thereof, pursuant to the Ordering Agreement incorporated by reference herein from <http://www.servicenow.com/upgrade-schedules.html> ("Agreement"). In the event of any inconsistency or conflict between the Agreement or the Subscription Service Agreement and this Service Description, the terms of this Service Description shall control with respect to the Packaged Services set forth herein.

ALL ORDERS ARE NON-CANCELLABLE, NON-REFUNDABLE, CANNOT BE USED FOR SERVICES OTHER THAN FOR THOSE PURCHASED, AND NOT SUBJECT TO ACCEPTANCE. SERVICES ARE NOT INCLUDED IN THIS OFFERING UNLESS SPECIFICALLY IDENTIFIED AS INCLUDED IN THIS DOCUMENT.