

## Configuration Assist – Technical Consultant

### 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 Services"** or **"Services"**).

Customer has requested that ServiceNow provide one (1) Technical Consultant ("Resource") for general consulting services. The Services will be delivered at Customer's direction within the available, purchased hours as specified on the ServiceNow order form.

The number of available hours purchased here under excluding taxes, will be invoiced based upon the hourly rate specified on the order form. For the avoidance of doubt, ServiceNow will work within the purchased hours specified on the order form and no acceptance shall apply to the Services provided herein.

ACTIVITIES	SERVICENow RESPONSIBILITIES
<b>INITIATION</b> Upon initiating the Service, ServiceNow and Customer will confirm the mobilization plan of the ServiceNow Resource.	<ul style="list-style-type: none"> <li>Schedule ServiceNow Resource assignments based on the agreed upon assignment scope, start date, schedule, and timeline expectations.</li> <li>Participate in preparatory remote meetings with Customer to review and discuss Customer's activities.</li> </ul>
<b>SCOPE AND APPROACH REVIEW</b> ServiceNow and Customer will jointly agree to the composition and estimated hours of the activities to be delivered (up to the available number of hours as specified on the order form). On a monthly basis, ServiceNow and Customer will define the planning of the ServiceNow Resource for the next six (6) weeks.	<ul style="list-style-type: none"> <li>The Services scope activities may include, but are not limited to, the following:               <ul style="list-style-type: none"> <li>Enhancing the health and performance of existing ServiceNow products or applications.</li> <li>Implementing minor enhancements to existing ServiceNow products and applications.</li> <li>Executing on the customer's Impact outputs, such as recommendations, findings, and next steps derived from a conducted Impact accelerator or squad recommendations and findings.</li> </ul> </li> <li>Provide a monthly report of hours consumed.</li> </ul>
<b>CLOSE</b>	<ul style="list-style-type: none"> <li>Participate in a close-out meeting, if requested by Customer, for up to one (1) hour, to review the Service activities and next steps.</li> </ul>

ServiceNow and Customer will close the Service by reviewing the overall Service with Customer.	
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## 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 order form, 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 will provide one (1) Technical Consultant to assist Customer with the delivery of the Service.

SERVICE NOW RESOURCE	RESPONSIBILITIES
<b>Technical Consultant</b>	Provide technical guidance and configuration the ServiceNow platform while sharing knowledge and best practices with Platform Administrators.

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 Packaged Services. Customer shall grant ServiceNow and subcontractor personnel access to Customer's instance(s) of the Subscription Service in order to perform the Packaged 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.

## Additional Services Specifications and Requirements

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. However, as part of the Services, the deployed Resource will work under the practical project management of the Customer.

- The Services may only be purchased as an addition to a Service Now Impact Advanced, ServiceNow Impact Total, ServiceNow Impact Advanced – MSP Dedicated Instance, or ServiceNow Total – MSP Dedicated Instance Impact package.



- There are no contractually (implied or expressly) defined deliverables within these Services.
- Customer grants ServiceNow Resources access to Customer's instances for the purposes of providing the Services during the period of performance.
- Customer is responsible to lead the Services and manage the day-to-day activities of the ServiceNow Resource. Customer is responsible for efficient use of ServiceNow Resource and planning.
- Customer is responsible for the correct definition and documentation of the business processes within scope for these Services and implementing all business process changes required to support the Services.
- Services may include advice and recommendations from ServiceNow, but Customer agrees that all decisions in connection with 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.
- ServiceNow will use commercially reasonable efforts to confirm the mobilization plan and composition of the ServiceNow Resource with Customer within six (6) weeks from the date the parties mutually agreed to commence delivery of the Services or any Resource Change request.
- The Services and any resulting documents will be in English unless otherwise agreed.
- ServiceNow is not responsible for delays caused by Customer or any third party (excluding ServiceNow subcontractors).
- Customer is solely responsible for the performance of Customer's employees and agents, including any modification they make to the Services and any resulting deliverables, 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 or public holidays. ServiceNow Resource will be scheduled for a minimum of sixteen (16) hours per week and four (4) hours per day, unless otherwise agreed.
- Any Resource planning changes requested by Customer require a four (4) week notice period. Rescheduling of activities may result in a change of the assigned Resource based on schedule availability. In the event the Services scope changes, Customer may request up to one (1) product specialty-based Resource change, during the term of the Service. ServiceNow Resource changes due to Services scope or schedule changes may consume available hours for coordination and knowledge transfer between the previous and newly onboarded Resources.
- In the event ServiceNow is unable to initiate the Services within ninety (90) days of the Effective Date of the order form or the Services are suspended for more than ninety (90) days for reasons not attributable to ServiceNow, ServiceNow reserves the right to cancel any unused portion of the Services.

## Exclusions

- This service shall not be used to deploy additional products to the customer's instance.

## Travel & Expenses

Except as otherwise specified, ServiceNow will provide the Services remotely. In the event that Customer requests ServiceNow personnel 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 order form. All travel costs, including per diem and private auto mileage rates shall be in accordance with the Federal Travel Regulations (FTR).

#### PACKAGED 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 Packaged 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.**