

Expert Services Credit

Scope of Service Description

ServiceNow will work with Customer subject matter experts to define the activities detailed below (collectively, the **"Packaged Services"** or **"Service"**).

The total amount of consulting services provided under this Service is equivalent to the purchased value specified on the ordering document (**"Expert Services Credit"**) to be consumed within 12 months from the Order Form effective date.

The Expert Services Credit is only available to purchase for customers who have an active Impact subscription package.

Service Description
An Expert Services Statement of Work ("ES-SoW") will define the specific services to be performed by ServiceNow, including the delivery methodology, assumptions, resources, period of performance, travel and expenses and other provisions as applicable for each specific ES-SoW. Each ES-SoW shall be executed by authorized representatives of both parties. The Expert Services Credit funds will be applied and drawn down in accordance with the Rate Table outlined in the applicable executed ES-SoW. Customer authorizes the Expert Services Credit to be drawn down by the amount(s) in the executed ES-SoW associated with this Service. ServiceNow shall have no obligation to provide the Services after the purchased Expert Services Credit value has been consumed. Any unused Expert Services Credit funds not consumed within 12 months from the Order Form effective date will expire with no further credit or refund. ServiceNow Provided Resources ServiceNow resources will be outlined in each mutually agreed ES-SoW. Customer Provided Resources Customer will provide a Customer Initiatives Manager ("CIM") to coordinate with ServiceNow regarding ES-SoW and balance of Expert Services Credit. The CIM requests and approves the ES-SoW(s) authorizing ServiceNow to assign resources and commence performance of the Services under an ES-SoW.

Additional Services Specifications and Requirements

- A high level credit consumption plan has been agreed between both parties within the first 6 weeks of the Service and will be reviewed, and if necessary updated, on a quarterly basis.

Exclusions

- This Packaged Service is not available to U.S. Public Sector customers.

Packaged 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. ALL SERVICES WHEN ORDERED MUST BE CONSUMED WITHIN 12 MONTHS FROM THE ORDER FORM EFFECTIVE DATE. ANY UNUSED SERVICES SHALL EXPIRE WITH NO FURTHER CREDIT OR REFUND AND SHALL HAVE NO VALUE THEREAFTER.