

Jumpstart Your Upgrade

Scope of Impact Accelerator Description

ServiceNow will remotely perform the following activities detailed in the table below (collectively, the “Impact Accelerator Activities”):

Impact Accelerator Activities	Impact Accelerator Activity Description
Coaching Session	<ul style="list-style-type: none"> ServiceNow will remotely deliver a two-hour coaching session and guided tour of the Temporary Instance (as defined below).
Temporary Upgrade Clone Access	<ul style="list-style-type: none"> Customer will be granted access to the Temporary Instance (as defined below) for up to one (1) month during the engagement, upgraded to the latest ServiceNow release family, which will be hosted in the same ServiceNow data center region as the Source Instance (as defined below).
Release Notes	<ul style="list-style-type: none"> Identify and share key relevant points of reference for platform and any of the adopted areas.
Upgradability Findings	<ul style="list-style-type: none"> ServiceNow and Customer will review a list of upgradability findings.
Automated Test Framework Demo	<ul style="list-style-type: none"> ServiceNow will perform a demonstration of the Automated Test Framework tool to help teach, identify, and document test scenarios to enable Customer to automate future upgrade testing.
Problem Analysis	<ul style="list-style-type: none"> ServiceNow will deliver a list of current known problems that Customer could encounter during an upgrade.
Skipped Log Processing	<ul style="list-style-type: none"> Impact ServiceNow will advise on ServiceNow leading practices for processing skipped records and how to track and process key learnings for application in the current and future upgrades.
Upgrade Project Plan	<ul style="list-style-type: none"> Impact ServiceNow will share a sample upgrade project plan and discuss how Customer can modify and export this plan.

HealthScan and Temporary Instance

Notwithstanding anything else to the contrary in the Agreement or an ordering document and only to the extent necessary to provide the Impact Accelerator herein, Customer instructs ServiceNow to and expressly agrees that ServiceNow will clone Customer’s selected instance of the ServiceNow platform (“Source Instance”), including any configurations and customizations thereon and data therein (“Temporary Instance”) to provide the Impact Accelerator set forth herein. The Temporary Instance will be deleted

in accordance with ServiceNow’s internal policies and procedures. ServiceNow agrees to implement reasonable technical and organizational measures to protect data processed within the Temporary Instance, and Customer expressly agrees that the foregoing commitment to implement reasonable technical and organizational measures and delete the Temporary Instance in accordance with ServiceNow’s internal policies and procedures replaces and supersedes all terms related to data protection regarding the Temporary Instance in the existing agreement, including security and deletion terms.

In the event that ServiceNow utilizes its instance scanning technology (“HealthScan”) to provide an Impact Accelerator 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 the Impact Accelerator 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 the following remote resources in connection with the delivery of the Impact Accelerator:

ServiceNow Resource	Responsibilities
Impact Accelerator Consultant	Perform the specified coaching and Impact Accelerator Activities

Customer Provided Resources

Customer will provide the following resources throughout the duration of the engagement. The same personnel may fill multiple responsibilities:

Customer Resource	Responsibilities
Upgrade Lead	Meets with the ServiceNow Impact Accelerator Consultant, provides access to the required resources, and drives the actions from the engagement.
System Administrators	Up to two (2) customer ServiceNow system administrators must be available during the engagement to work with the ServiceNow Impact Accelerator Consultant and provide input on the specific upgrade challenges in relation to Customer’s ServiceNow environment.

Prerequisites

Before ServiceNow can begin the Impact Accelerator Activities, the following prerequisite tasks must be completed as stated below:

- To the extent a Temporary Instance is created as necessary to provide the Impact Accelerator herein, Customer shall grant ServiceNow resources access to Customer's instances for the purposes of providing the Impact Accelerator during the period of performance.
- Customer provides ServiceNow with the required resources to deliver the Impact Accelerator Activities and ensures active participation from Customer personnel in a timely manner.
- Customer shall identify up to two designated resources, who have successfully completed the ServiceNow Administrator training on Now Learning. Both resources must have access to the ServiceNow customer support system ("Now Support") and the Impact Digital Experience.
- To the extent a Temporary Instance is created as necessary to provide the Impact Accelerator herein, the instance to be cloned as a Temporary Instance must reflect the latest version of the production instance. Instance must be hosted in a ServiceNow data center.

Additional Specifications and Requirements

- ServiceNow is in the business of providing service management applications and other applications on the ServiceNow platform and providing general guidance to customers drawing upon the knowledge, understanding and expertise ServiceNow has gained in the course of working with many other Customers. Nothing in this Impact Accelerator 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.
- ServiceNow will use commercially reasonable efforts to confirm the mobilization plan and composition of the full Impact Squad (as applicable) with Customer within four (4) weeks from the date the parties mutually agreed to commence delivery of the Impact Accelerator.
- The Impact Team shall be scheduled based on resource availability.

Exclusions

- This Impact Accelerator is not available to:
 - Managed service providers (except for their internal use).
 - Customers requiring security clearance.
 - Customers operating a domain-separated environment.
- Certain Impact Accelerator Activities may be limited or unavailable for customers in the FedRAMP, NSC DOD IL5, or Australia IRAP-Protected data centers, to self-hosted customers, or in other restricted environments.
- Certain Impact Accelerator Activities will not be available to customers that will not allow cloning of their instance for creation of a Temporary Instance.

- Certain Impact Accelerator Activities will not be available to customers that will not allow execution of HealthScan on their instance.
- Certain Impact Accelerator Activities will not be available to customers not hosted in a ServiceNow data center.
- Customer instance sub-production and production upgrade – upgrade is applied to Temporary Instance only.
- Troubleshooting or resolution of findings.
- ServiceNow platform implementation or configuration.