



Integrated Success - Implementation 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 (**"Implementation Credit"**) to be utilized during the Integrated Success Subscription Term specified on the ordering document (**"Integrated Success Term"**).

The Implementation Credit is only available to customers who purchase the Integrated Success package; it is not available for a stand-alone purchase.

Service Description

An Integrated Success Statement of Work (**"IS-SoW"**) will define the specific implementation services to be performed by ServiceNow, including the delivery methodology, assumptions, resources, period of performance, travel and expenses, associated milestone values and other provisions as applicable for each specific IS-SoW. Each IS-SoW will be executed by authorized representatives of both parties.

The Implementation Credit funds will be applied and drawn down in accordance with the Milestone Table outlined in the applicable executed IS-SoW. Customer authorizes the Implementation Credit to be drawn down by the amount(s) in the executed IS-SoW associated with this Service. ServiceNow shall have no obligation to provide the Services after the purchased Implementation Credit value has been consumed. Any unused Implementation Credit funds not consumed within Customer's Integrated Success will expire with no further credit or refund.

ServiceNow Provided Resources

ServiceNow resources will be outlined in each mutually agreed IS-SoW.

Customer Provided Resources

Customer will provide a Customer Initiatives Manager ("CIM") to coordinate with ServiceNow regarding IS-SoW and balance of Implementation Credit. The CIM requests and approves the IS-SoW(s) authorizing ServiceNow to assign resources and commence performance of the Services under an IS-SoW.

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 THE INTEGRATED SUCCESS TERM SPECIFIED IN THE ORDER FORM. ANY UNUSED SERVICES SHALL EXPIRE WITH NO FURTHER CREDIT OR REFUND AND SHALL HAVE NO VALUE THEREAFTER.