

Process and Capability Assessment – TWF (Tier 1)

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 may select up to nine (9) Units of Process/Capability Areas across no more than two (2) Product Suites, as defined in the Packaged Service Selections table below.

Packaged Service Selections (Available Process/Capability Areas by Product Suite)			
ITSM Product Suite	Units	ITSM Product Suite	Units
• Incident Management inc. MIM	3	• Service Operations Workspace	2
• Problem Management	2	• Virtual Agent for ITSM	2
• Change Management	3	• Continual Service Improvement	2
• Request Management & Service Catalog	2	• Knowledge Management	2
ITAM Product Suite	Units	ITAM Product Suite	Units
• Software Asset Management	3	• Hardware Asset Management	3
• Enterprise Asset Management	3	• Cloud Cost Management	2
Risk Product Suite	Units	Risk Product Suite	Units
• Risk Management	3	• Third Party/Vendor Risk Management	2
• Audit Management	2	• Business Continuity Management	3
• Policy & Compliance Management	2	• Environmental, social, and governance (ESG)	3
Security Operations Product Suite	Units	Security Operations Product Suite	Units
• Security Incident Response	3	• Vulnerability Response	3
Strategic Portfolio Management Suite	Units	Strategic Portfolio Management Suite	Units
• Project & Portfolio Management	2	• Strategic Planning Workspace	2

• Demand Management	2	• Agile Development	2
• Resource Management	2	• Enterprise Architecture	3

Packaged Services	Packaged Services Description
Pre-engagement	- Review the Packaged Service Selections with Customer. Mutually agree with Customer on which Process/Capability Areas from the table above to support the Customer's strategic intent and objectives, within the available number of Units for the Services ("Selected Scope"). - Identify required resources, mobilize team, and align on Start Date.
Initiate	- Hold kickoff meeting. - Schedule working sessions with Customer resources. - Prepare for working sessions.
Conduct Process and Technical Analysis	- For each Selected Process/Capability Area within the Selected Scope: - Conduct working sessions with process stakeholders. - Conduct technical assessment working sessions and analyze results. - Total hours of working sessions shall not exceed thirty-two (32) hours. - Document recommendations and define level of effort in Process Capability Readout document.
Deliver Readouts	- Conduct readout sessions: - One (1) session per in-scope Process/Capability Area within the Selected Scope (or logically combined as appropriate) for process owners and other applicable stakeholders. - One (1) session with sponsor, platform owner and process owners. - Provide Process and Capability Readout. - Agree in writing, captured in status report, prioritized focus area(s) to address as part of the Design/Build phase of the Selected Scope.
Design / Build	- For the agreed-upon focus area(s), document design / user stories, over a one-week duration. - Define estimate and prioritize user stories with Customer. - Configuration of up to twenty (20) hours of mutually agreed on user stories in the Customer's non-production instance.

Deliver, Validate and Close	- For agreed upon focus areas within the Selected Scope, support testing, conduct defect resolution, prepare for cutover. - Review completed activities and recommendations. - Address remaining Customer questions. - Hand over final deliverables.
Deliverables	
Process Capability Readout	ServiceNow will provide a Process/Capability Readout document for Selected Scope areas. The document will be provided in MS PowerPoint and contains the following topics: - Executive Summary and Approach - Technical Review - Process Recommendations - Governance Recommendations - Short and Long-Term Roadmap
User Stories and Backlog	ServiceNow will provide all user stories documented for Selected Scope. This may include backlog stories not yet configured. Each story will include the following: application name, short description, description, acceptance criteria, and estimated level of effort. Configured user stories will include details on what was configured.

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 will provide the following remote resources in connection with the delivery of the Service:

ServiceNow Resource	Responsibilities
Engagement Manager	Responsible for the resource and timeline management. Lead project planning, 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 recommended ServiceNow best practices together with Customer process owners, key Customer sponsors and stakeholders. Advise the Product Owner(s) in story creation and refinement, ranking, adherence to the desired process outcomes, and future roadmap plans.
Technical Consultant	Provide technical guidance during workshops and assists in the creation and refinement of stories. Share knowledge and ServiceNow best practices with Customer's Administrators.

ServiceNow may replace or re-assign its personnel during the engagement 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.

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
Executive Sponsor	The Executive Sponsor ensures communication across teams involved, provides resources, and is the stakeholder. This person may be a platform owner, product owner, business service owner, or director-level personnel. They do not need to be in every meeting.
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 and manage and deliver the project.
Process Owner(s)	Subject matter experts responsible for the correct and complete definition of each of the processes implemented within the ServiceNow platform.

Subject Matter Expert (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.
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.
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 fulfilment of common configuration and maintenance tasks.
Product Owner(s)	The Product Owners are responsible for providing insight and alignment to the current product, such as complexity, maturity level, as well as prioritization on future user stories, for their product area(s).
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.
Platform Architect	The Platform Architect is a technical leader who is responsible for providing consultative leadership to the Platform Owner and Platform Administrators. The Platform Architect assures platform alignment to business strategy, and governance decisions. The Architect documents the platform, analyzes impacts of new requirements, and provides controls to ensure the correct technical solutions are leveraged in the delivery of business solutions.

Prerequisites

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

- Customer is required to have separately purchased use of the ServiceNow Subscription Service.
- Customer will provide access to the Customer's non-production instance [admin] to the ServiceNow personnel providing the Services no later than two (2) weeks after Start Date to support the Design/Build phase of the Service delivery.
- Customer must provide any available documents requested prior to the start of the working sessions.

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 Packaged 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.

Additional Services Specifications and Requirements

- Services and any resulting deliverables 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 ServiceNow with the required resources and ensures active participation from Customer personnel in a timely manner. Subject Matter Experts and necessary resources and tools must be accessible to ServiceNow throughout the engagement.
- ServiceNow will use commercially reasonable efforts to confirm the mobilization plan and composition of the full engagement team with Customer within four (4) weeks from the date the parties mutually agreed to commence delivery of the Packaged Services. To the extent Customer requires specialized personnel with higher resource clearances, such mobilization may take longer than the foregoing four (4) week period.
- The Initiate Phase of the Services will commence on an agreed upon date ("Start Date") to be determined during the Pre-Engagement Activities.
- Unless otherwise specified by ServiceNow, the Services and any resulting deliverables will be in English.
- The ServiceNow personnel shall be scheduled based on resource availability.
- 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.
- 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.

- 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.
- All work to be performed over nine (9) consecutive weeks unless otherwise mutually agreed upon during the Pre-engagement phase.

Exclusions

- Service does not cover any activities, work, Process/Capabilities Areas and Product Suites beyond the Selected Scope.
- For Customers with domain separated instances, the Service is limited to the instance, as a whole, and not available at a domain level.
- This Packaged Service is not available to a Customer hosted in ServiceNow's protected platform datacenters or a similar regulated environment, or to managed service providers (except for their internal use).
- Analysis, configuration, or troubleshooting of data population or other integrations or discovery tools, including ServiceNow Discovery and ServiceNow Service Mapping are excluded from the Services.
- Implementation of configuration(s) to Customer production instances is out of scope.
- Migration to production assistance is out of scope.

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.

Customer agrees to pay the total fee amount on the related order form if purchasing directly from ServiceNow. If Customer is purchasing the Packaged Services directly from ServiceNow, 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"). If Customer is purchasing the Packaged Services from a ServiceNow authorized reseller ("Reseller"), the terms and conditions in the use authorization as issued by ServiceNow and the Subscription Service Agreement incorporated by reference herein from <http://www.servicenow.com/upgrade-schedules.html> shall govern the Packaged Services. 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. SERVICES ARE NOT INCLUDED IN THIS OFFERING UNLESS SPECIFICALLY IDENTIFIED AS INCLUDED IN THIS DOCUMENT. ANY UNUSED SERVICES SHALL EXPIRE WITH NO FURTHER CREDIT OR REFUND AND SHALL HAVE NO VALUE THEREAFTER.