

ServiceNow Software Asset Management Professional SaaS Solution Implementation Assistance

Overview

The ServiceNow Software Asset Management (SAM) Professional SaaS Solution Implementation Assistance packaged service ("Packaged Service" or "Service") provides Customer with (1) remote assistance to install and configure ServiceNow's SAM Professional SaaS Solution, and (2) best practices in the implementation of SAM Professional for up to two (2) cloud subscription-based solutions to enable Customer to reconcile subscription information with software installations and identify potential cost savings.

Package Description

The Service is comprised of the following activities:

Activities	Description	Activities Included
SAM Professional Implementation Assistance	Remotely perform sessions to help SAM Professional administrators in the installation and configuration of the Customer's SAM-Professional application	<ul style="list-style-type: none"> Configure SAM Professional deployment for up to two (2) cloud subscription-based solutions. Limited to SaaS solution(s) that are "out of box" as defined in ServiceNow production documentation currently located at: https://docs.servicenow.com Assistance with activation of required plugins Assistance with configuration of in-scope cloud subscription solutions for integration with ServiceNow SAM Professional to download subscription information that is compared with software installations for compliance Dashboard initialization and configuration Related reports overview and configuration assistance Configuration of scheduled job to gather subscription information from the in-scope cloud service on a predetermined schedule
Knowledge Transfer	Conduct a knowledge transfer session with the designated Customer project personnel	<ul style="list-style-type: none"> Provide and review self-implementation guide Presentation of SAM findings summary (slide deck): <ul style="list-style-type: none"> Intended SaaS integration goals Products analyzed Approximate Customer spend for the analyzed cloud subscription-based solutions Actual results with screenshots Recommended next steps Process walkthrough

Service Exclusions

- ServiceNow platform implementation
- Migration of historical software asset records
- Collection and upload and/or entry of any customer specific entitlement data
- Integration to third-party ERP procurement system(s) and/or any other integrations beyond mutually agreed-upon SaaS solutions
- Integration with Microsoft Office 365 or Adobe Creative Cloud
- Review, configuration and/or optimization of existing CMDB, Discovery or third-party data population solutions
- Troubleshooting or assistance with third-party applications or data sources
- Activities and tasks specified in the Prerequisites section below
- Any additional services or activities beyond those expressly described in this document are out of scope and may be separately purchased by Customer through the execution of a mutually agreed upon statement of work

Prerequisites

Both prior to and during the SAM Professional Service, Customer must complete the following activities:

- ServiceNow platform implementation is completed prior to engagement start
- Customer is running ServiceNow's then-currently supported release on the ServiceNow platform and entitled to the SAM Professional solution
- Customer subject matter experts, including but not limited to the SAM Process Owner, SAM Admin, SAM Manager, and cloud subscription owner are available throughout the Service Term
- All necessary tools are accessible to ServiceNow
- Customer has provided ServiceNow resources remote access to Customer's instances for the purpose of providing the Services during the Service Term
- Customer has a certified ServiceNow Administrator to assist with completion of all dashboard configuration tasks, or Customer grants the appropriate ServiceNow consultant system administrator access in order to perform these tasks
- Customer technical personnel will actively lead, or participate with ServiceNow personnel as appropriate, while the in-scope configuration is performed (e.g. creation of a SaaS solution integration), in order to prepare Customer technical personnel for a successful knowledge transfer session
- Customer's SAM Administrator completes the ServiceNow SAM fundamentals training course prior to engagement start (not included with purchase of this Service)
- Customer personnel are responsible for developing and executing a User Acceptance Test (UAT) plan(s), if applicable

ServiceNow Provided Resources

During the Service Term, ServiceNow will provide the following resources in connection with performance of the Services detailed in this Service Description:

ServiceNow Resource	Responsibilities
Professional Services Consultant(s)	Provide the specified implementation and advisory services described in this Service Description
Associate Engagement Manager (AEM)	Manage ServiceNow personnel time and activities

ServiceNow may at any time engage a third-party subcontractor to fulfill all or part of ServiceNow's obligations in this Service Description and the Customer acknowledges that such third-party subcontractor may process Customer Data (as defined in the Agreement) in order to provide the Services hereunder. Customer shall be solely responsible for granting ServiceNow personnel access to Customer's instance(s) of the Subscription Service in order to provide the Packaged Service detailed in this Service Description. ServiceNow is solely responsible for the acts or omissions of subcontractors to the same extent as if such acts and omissions were its own.

Customer Provided Resources

Customer will provide the following resources and make them available during the Service Term. The same person may fill multiple responsibilities. Delay by Customer to provide these resources may cause delay or preclude ServiceNow's ability to provide the Services:

Customer Resource	Responsibilities
Project Manager	A resource responsible for the project; meets regularly with the ServiceNow consultant; agrees to the schedule and drives the actions.
SAM Professional Implementator and/or Platform Administrator	Responsible for the day-to-day operational maintenance of the ServiceNow platform and the SAM Professional solution, once implemented. This may be the Customer system administrator(s) with ServiceNow Administrator training or equivalent experience.
SaaS Solution Administrator(s)	Customer system administrator(s) for the selected SaaS solutions with requisite SaaS vendor required training or equivalent experience.
Process Owner(s)	Subject matter experts responsible for the correct and complete definition of each of the processes implemented within the ServiceNow platform.

Travel & Expense

All Services specified in this Service Description will be delivered remotely, unless otherwise mutually agreed upon by the parties in writing. All reasonable travel, meals, and living expenses for ServiceNow personnel who travel in support of the Services shall be billable at cost and Customer is solely responsible to pay ServiceNow for such expenses pursuant to the payments terms in the Agreement or applicable Order Form.

Additional Terms

Services will be provided on consecutive days over the course of one (1) business week with eight (8) hour Business Days ("Service Term"). Business Days are defined as between the hours of 8 a.m. and 6 p.m., Monday through Friday local time, excluding ServiceNow or public holidays.

General

ServiceNow is in the business of providing IT 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.

LIMITED PROFESSIONAL SERVICES WARRANTY. ServiceNow warrants that the Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements set forth in this Service Description. Customer shall notify ServiceNow in writing of any breach within thirty (30) days after performance of the non-conforming Services. Upon receipt of such notice, ServiceNow, at its option, shall either use commercially reasonable efforts to re-perform the Services in conformance with these warranty requirements or shall terminate the affected Services and refund to Customer any amounts paid for the non-conforming Services. This Section sets forth Customer's exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SERVICE DESCRIPTION, THE SERVICES PROVIDED HEREUNDER AND ANY ACCOMPANYING DELIVERABLE ARE PROVIDED "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICENOW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVICENOW SPECIFICALLY DOES

NOT WARRANT THAT THE SERVICES AND ANY ACCOMPANYING DELIVERABLES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR.

LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS SERVICE DESCRIPTION OR THE SERVICES PROVIDED HEREUNDER WHETHER BY CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (3) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED FOR SERVICES PROVIDED HEREUNDER OR TAXES APPLIED THERETO.

EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

Packaged Service Terms and Conditions

Customer agrees to pay the total fee amount on the related Order Form. ServiceNow will provide the Packaged Services as described herein limited to those ordered on the Order Form: (i) if Customer is purchasing directly from ServiceNow, on the terms and conditions in the Order Form and the underlying master agreement executed by the parties, if any ("Agreement"); or (ii) if Customer is purchasing from a ServiceNow authorized reseller ("Reseller"), on 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/schedules.do>. 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.