

## SELF-HOSTED SOFTWARE GUIDE

### 1. SUPPORT

During the License Term, ServiceNow will provide support for the Software as set forth in the then-current **Self-Hosted Customer Support Policy**, the current version of which is attached to this Self-Hosted Software Guide as Exhibit A.1. The Self-Hosted Customer Support Policy may be updated periodically.

### 2. UPGRADES

ServiceNow determines whether and when to develop and release any Upgrade or Update, as defined in the then-current **Upgrades and Updates** exhibit, the current version of which is attached to this Self-Hosted Software Guide as Exhibit A.2. The Upgrades and Updates exhibit may be updated periodically.

### 3. CUSTOMER RESPONSIBILITIES

#### 3.1 APPLICATION SERVER.

Customer is responsible for installing and maintaining the operating system on the application server. Customer may review ServiceNow's standard installation instructions and configuration details for the Software on the application server found in the Planning Guide [\(here\)](#).

#### 3.2 DATABASE SERVER.

Customer is responsible for installing and maintaining the operating system on the database server. Customer may review ServiceNow's standard installation instructions and configuration details for the database found in the Planning Guide [\(here\)](#).

#### 3.3 REFERENCE MATERIALS AND GUIDANCE

ServiceNow may provide reference materials and/or guidance regarding planning, deployment, and/or operation of the self-hosted environment. Customer acknowledges that all decisions to utilize such materials is at Customer's sole discretion. Customer expressly acknowledges and agrees that Customer remains solely responsible for ensuring their implementation and use complies with Laws applicable to Customer.

#### 3.4 MAINTENANCE, SECURITY, BACKUP, AND DISASTER RECOVERY.

Customer shall be responsible for all maintenance, security, backup, and disaster recovery, including:

- Providing and maintaining all hardware necessary to deploy and operate the Software, including all vendor maintenance contracts and future hardware upgrades.
- Logical and physical security for all server and network components.
- Designing and maintaining data backup, restoration, and disaster recovery processes.
- Maintaining the database and operating system, including vulnerability and maintenance patching.
- Maintaining compliance with the Upgrades and Updates Exhibit A.2.
- Any failover activities and/or processes to execute a failover in a disaster recovery scenario.

#### 3.5 USE VERIFICATION.

ServiceNow may review Customer's use of the Software and on ServiceNow's written request, Customer will provide reasonable assistance to verify Customer's compliance with its authorized use of the Software under the Agreement, including:

- Providing ServiceNow remote access or on-site access to Customer's instance of the Software solely for the purpose of reviewing usage data; and

- Uploading usage data into a support ticket in the Support Portal (as defined below) to securely transfer usage data to ServiceNow.

If ServiceNow determines that Customer has exceeded its permitted use of the Software, ServiceNow will notify Customer and within 30 days thereafter Customer shall either: **(a)** disable any unpermitted use, or **(b)** purchase additional Software licenses commensurate with Customer's actual use.

## **EXHIBIT A.1 - SELF-HOSTED CUSTOMER SUPPORT POLICY**

This Self-Hosted Customer Support Policy governs the support that ServiceNow will provide for its Software ("**Customer Support**").

### **1. DEPENDENCIES**

**1.1 CONFIGURATION.** To facilitate ServiceNow's ability to assist Customer as described in this Self-Hosted Customer Support Policy, Customer is encouraged to follow the configuration guidelines outlined in the Planning Guide [\(here\)](#) and the Deployment Guide [\(here\)](#).

**1.2 SHARING INFORMATION TO ENABLE SUPPORT .** To facilitate ServiceNow's ability to assist Customer as described in this Self-Hosted Customer Support Policy, Customer is encouraged to provide ServiceNow with access to relevant information for the purposes of troubleshooting as appropriate. This can be done via remote access to the Software, including via a desktop sharing application, or another appropriate and mutually agreed method.

### **2. SCOPE**

ServiceNow provides general guidance with respect to the Customer Support activities for the ServiceNow Software, as outlined in Section 5 (Customer Support Activities and Responsibility) below. Customer Support does not include performing the following services:

- Infrastructure planning and deployment;
- Implementation, configuration, integration, customization services, or other custom software development;
- Training or assistance with administrative functions;
- Resolving immaterial defects;
- Resolving defects due to modifications of the Software made by any person other than ServiceNow or a person acting at ServiceNow's direction; or
- Resolving defects on any instance of the Software not in conformance with Exhibit A.2 (Upgrades and Updates).

### **3. BUSINESS HOURS AND ACCESS CONTACTS**

**3.0 ADDITIONAL SUPPORT SERVICES.** ServiceNow may, in its sole discretion, offer supplemental Customer Support service options for an additional fee. If Customer chooses to purchase such supplemental services, the applicable additional terms and conditions will be reflected in the applicable package description referenced in Customer's associated ordering document.

**3.1 CUSTOMER SUPPORT ACCESS.** Customer can access ServiceNow's support portal <https://support.servicenow.com/now> ("**Support Portal**") to access self-help resources and open cases 24 hours a day, 7 days a week. Customer Support personnel will address cases per the Target Level of Effort for the given case Priority stated in the table below. Local Time, for the purposes of the Target Level of Effort in the table below means the regional time window of Monday through Friday, 7:00AM to 7:00PM, chosen by the customer from the available options (upon set up) in the

Support Portal when Customer Support personnel are addressing Customer's cases. ServiceNow will provide visibility to Customer to Local Time within the Support Portal.

Priority	Definition	Target Response Times	Target Level of Effort
<b>P1</b>	Any defect that causes an instance not to be accessible by authorized users.	60 minutes	Monday through Friday, 7AM to 7PM Local Time
<b>P2</b>	Any defect that causes a critical function to fail.	4 hours	As appropriate, Monday through Friday, 7AM to 7PM Local Time
<b>P3</b>	Any defect that significantly impedes work or progress.	3 business days	As appropriate, Monday through Friday, 7AM to 7PM Local Time
<b>P4</b>	Any defect that does not significantly impede work or progress.	4 business days	As appropriate, Monday through Friday, 7AM to 7PM Local Time

#### 4. CUSTOMER RESPONSIBILITIES

Customer's obligations with respect to Customer Support are as follows:

**4.1** Customer will receive from ServiceNow communications via email, phone, or through the Support Portal regarding the Software and acknowledges that access to the Support Portal may require multi-factor authentication by Customer.

**4.2** Customer will appoint a reasonable number of contacts ("**Customer Authorized Contacts**") to engage Customer Support for questions and technical issues and Customer must maintain the following Customer Authorized Contacts in the Support Portal who have been trained and administer the Subscription Service:

- Primary Business Contact;
- Secondary Business Contact;
- Technical Contacts: Database Administrator, Network Administrator, Data Center Administrator, and Application Server Administrator;
- Support Contact;
- Primary Customer Administrator; and
- Security Contact.

Customer will provide an appropriate resource to work with ServiceNow technicians as needed when there are logged cases.

Customer is solely responsible for the use of the Software by its users.

#### 5. CUSTOMER SUPPORT ACTIVITIES AND RESPONSIBILITIES

**5.1** The responsibilities of Customer and ServiceNow with respect to the Customer Support activities described in the table below are as follows:

**5.2 “Customer”** designation means the activity is the sole responsibility of the Customer. ServiceNow may provide assistance for the activity pursuant to an agreed upon Statement of Work for Professional Services. Additional fees apply for Professional Services.

**5.3 “SNC”** designation means the activity is the sole responsibility of ServiceNow.

**5.4 “SNC Assisted”** designation means the activity is primarily Customer's responsibility with ServiceNow providing assistance to Customer, as reasonably feasible, and as set forth in Section 1.2 (Remote Access). ServiceNow's assistance is confined to creating an incident, addressing high level Customer questions, providing links to self-help resources, collecting data, and analyzing logs (if feasible).

**5.5** No service level agreements apply to the Software.

Any activities not specifically described below are the sole responsibility of the Customer.

Activity	SNC-Hosted	Self-Hosted
<b>Planning</b>		
Capacity Sizing	SNC	Customer
Deployment Design	SNC	Customer
Hardware Acquisition	SNC	Customer
<b>Deployment</b>		
Hardware & Operating System Deployment	SNC	Customer
Virtualization	N/A	Customer
Load Balancer	SNC	Customer
Database Setup	SNC	SNC Assisted
Instances Deployment	SNC	SNC Assisted
Integration with Single Sign-on, Email, etc.	SNC	SNC Assisted
High Availability Build-Out	SNC	Customer
Disaster Recovery Build-Out	SNC	Customer
<b>Operations</b>		
Instance Cloning	SNC	SNC Assisted
Backup/Restore	SNC	Customer
Adding Worker/User Interface Nodes	SNC	SNC Assisted
Deleting Nodes	SNC	SNC Assisted
Application Upgrade	SNC	SNC Assisted
Operating System Upgrade	SNC	Customer

Database Upgrade	SNC	Customer
<b>Monitoring</b>		
Infrastructure Monitoring	SNC	Customer
Application Monitoring	SNC	Customer
<b>Application Troubleshooting</b>		
Review Java Virtual Machine Memory & Configuration	SNC	SNC Assisted
Review Application Properties	SNC	SNC Assisted
Semaphores, Connections Settings	SNC	SNC
Worker Nodes	SNC	SNC Assisted
Custom Application	Customer	Customer
Custom Integration	Customer	Customer
<b>Infrastructure Troubleshooting</b>		
Review Server Resources	SNC	Customer
Review Network Environment	SNC	Customer
Review Operating System Configuration	SNC	Customer
<b>DB Troubleshooting</b>		
Review Database Configuration	SNC	SNC Assisted
Review Memory Settings	SNC	SNC Assisted
Performance	SNC	SNC Assisted

## EXHIBIT A.2 - UPGRADES AND UPDATES

**“Upgrades”** are new Release Families applied to Customer’s instances of the Software at no additional fee during the License Term. A **“Release Family”** is a complete solution with new features or enhancements to the Software, including previously released Updates, if applicable. **“Updates”** are ServiceNow’s releases (including patches and hotfixes) of the Software applied to Customer’s instances of the Software at no additional fee during the License Term that provide problem fixes or other changes, but do not generally include new functionality. ServiceNow has the discretion to provide new functionality either: **(a)** as an Upgrade, or **(b)** as different software or service for a separate fee. ServiceNow determines whether and when to develop, release, and apply any Upgrade or Update to Customer’s instances of the Software, pursuant to ServiceNow’s current Upgrade Policy, which can be found at ([www.servicenow.com/upgrade-schedules.html](http://www.servicenow.com/upgrade-schedules.html)) (or such successor site).

ServiceNow shall use reasonable efforts to give Customer 30 days' prior notice of any Upgrade to the Software. ServiceNow shall use reasonable efforts to give Customer 10 days' prior notice of any Update. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade or Update if, in the reasonable judgment of ServiceNow it is necessary to: **(i)** maintain the availability, security, or performance of the Software; **(ii)** comply with Law; or **(iii)** avoid infringement or misappropriation of any third-party Intellectual Property Right. ServiceNow is not responsible for defects on any instance of the Software not in conformance with this Exhibit A.2 - Upgrades and Updates.