

ServiceNow General Consulting

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 “**Services**”).

The number of hours purchased, excluding taxes, will be invoiced based upon the hourly rate specified on the ordering document. For the avoidance of doubt, ServiceNow will work within the purchased hours specified on the ordering document and no acceptance shall apply to the Services provided herein.

Services	ServiceNow Responsibilities
Initiation Upon initiating the Service, ServiceNow and Customer will confirm the mobilization plan and composition of the Service team.	<ul style="list-style-type: none">Schedule ServiceNow resource assignments based on the timeline expectations.Participate in preparatory remote meetings with Customer to review and discuss Customer's activities.
Scope and Approach Review ServiceNow and Customer will jointly agree to the composition of the activities to be delivered, up to the available number of hours as specified on the ordering document.	<ul style="list-style-type: none">The Services will be delivered at Customer's direction within the available, purchased hours as specified on the ServiceNow ordering document.
Close ServiceNow and Customer will jointly review the delivered Services with Customer.	<ul style="list-style-type: none">Participate in a Service Closeout Meeting, if requested by Customer, for up to one (1) hour, to review the activities and next steps.

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 may replace or re-assign its personnel during the Service 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 Services. Customer shall grant ServiceNow and subcontractor personnel access to Customer's instance(s) of the Subscription Service in order to perform the 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.

Prerequisites

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

- Customer grants ServiceNow resources access to Customer's instances for the purposes of providing the Services during the period of performance.

Key Assumptions

ServiceNow will, at all times, be an independent contractor providing the Services to the Customer. ServiceNow is responsible for the overall organization of the Services it provides and the manner of providing such Services. However, as part of the Services, the deployed resources will work under the practical project management of the Customer.

- There are no contractually (implied or expressly) defined deliverables within this Service Description.
- Customer is responsible to lead the Service and manage the day-to-day activities of the ServiceNow resources.
- Customer is responsible for efficient use of ServiceNow resources and Service planning.
- Customer is responsible for providing the complete and correct definition and documentation of the business processes within scope for this Service and implementing all business process changes required to support the Service.
- Customer provides ServiceNow with the required resources to deliver the Services and ensures active participation from Customer personnel in a timely manner.
- 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 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. ServiceNow is not responsible for delays caused by Customer or any third party (excluding ServiceNow subcontractors).
- ServiceNow will use commercially reasonable efforts to confirm the mobilization plan and composition of the resource(s) with Customer within four (4) weeks from the latest signature of the ordering document.

- 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.
- ServiceNow consultants will be scheduled for a minimum of four (4) hours per day, unless otherwise agreed.
- The ServiceNow personnel shall be scheduled based on resource availability.
- Unless otherwise specified, ServiceNow will provide the Services remotely.
- Customer will provide appropriate work areas, including Internet access, for ServiceNow consultants when they are onsite (if applicable).
- Unless otherwise specified by ServiceNow, the Services and any resulting deliverables will be in English.
- At the beginning of each month ServiceNow will define the planning of ServiceNow professional services consultant(s) for the next six (6) weeks and define the requirements for on-site presence. In case of a planning change requested by Customer, a four (4) week notice period is required. Rescheduling of activities may necessitate additional coordination effort.
- In the event if ServiceNow is unable to initiate the Services within ninety (90) days of the latest signature of the ordering document or the Services are suspended for more than ninety (90) days for reasons not attributable to ServiceNow, ServiceNow reserves the right to cancel any unused portion of the Services.

Travel & Expenses

Except as otherwise specified, ServiceNow will provide the Services remotely. In the event that ServiceNow and Customer agree that travel is required in support of the 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. For U.S. Public Sector customers, all travel costs, including per diem and private auto mileage rates shall be in accordance with the Federal Travel Regulations (FTR).

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.

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. SERVICES ARE NOT INCLUDED IN THIS OFFERING UNLESS SPECIFICALLY IDENTIFIED AS INCLUDED IN THIS DOCUMENT.