

TuneUp Your CMDB

Scope of Service Description

ServiceNow Remote Service 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**”):

Packaged Services	Packaged Services Description
Initial CMDB Coaching Session	The ServiceNow Remote Services Consultant will remotely deliver a CMDB coaching session covering ServiceNow best practices, review of specific metrics as they relate to the Customer's CMDB, with a focus on up to three ServiceNow-recommended areas of benefit.
Instance Cloning, Data Extraction and Customer Access	<p>Customer will identify one of its ServiceNow instances to serve as the Source Instance (as defined below) for ServiceNow to create the Temporary Instance (as defined below).</p> <p>The Customer designated resources will be granted access to the Temporary Instance for the timeframe specified in below. This Temporary Instance will be hosted in the same ServiceNow data center as the Source Instance.</p> <p>The Temporary Instance will be used to (a) perform the assessment detailed in this Service Description and extract relevant data to a centralized ServiceNow instance to conduct an analysis using ServiceNow's HealthScan tool and apply the ServiceNow recommended CMDB changes, and (b) in order to demonstrate to Customer the instance findings associated with ServiceNow's recommended changes discussed during the Initial CMDB Coaching Session.</p>
CMDB Configuration Changes	The ServiceNow Remote Services Consultant will apply the recommended changes discussed with the Customer during the Initial CMDB Coaching Session to the Temporary Instance.
CMDB Review Session	The ServiceNow Remote Services Consultant will review with the Customer the configuration changes made to the Temporary Instance.
Handover	<p>ServiceNow Remote Services Consultant will provide the Customer with the suggested configuration changes discussed during the Initial CMDB Coaching Session and CMDB Review Session.</p> <p>For up to thirty (30) days post the Initial CMDB Coaching session, the ServiceNow Remote Services Consultant will work with Customer to address Customer's follow-up questions concerning the ServiceNow results.</p>

HealthScan and Temporary Instance

Notwithstanding anything else to the contrary in the Agreement or an ordering document and only to the extent necessary to provide the Packaged Services herein, Customer instructs ServiceNow to and expressly agrees that ServiceNow will clone Customer's selected instance of the ServiceNow platform ("Source Instance"), including any configurations and customizations thereon and data therein ("Temporary Instance") to provide the Packaged Services set forth herein. The Temporary Instance will be deleted in accordance with ServiceNow's internal policies and procedures. ServiceNow agrees to implement reasonable technical and organizational measures to protect data processed within the Temporary Instance, and Customer expressly agrees that the foregoing commitment to implement reasonable technical and organizational measures and delete the Temporary Instance in accordance with ServiceNow's internal policies and procedures replaces and supersedes all terms related to data regarding the Temporary Instance in the existing agreement, including security and deletion terms.

In the event this Packaged Service utilizes ServiceNow's instance scanning technology ("HealthScan") to provide the Packaged 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 cloned instance, where applicable, or other Customer instance as specified herein and transfer certain Customer Data, which may contain certain personal data, necessary for the performance of this Packaged Service to a centralized ServiceNow instance that may be hosted in a jurisdiction outside of Customer's originating data center hosting location. Any data transferred to a centralized instance will be deleted in accordance with ServiceNow's internal policies and procedures. Notwithstanding the foregoing, Customer Data hosted on a Source Instance in the Government Community Cloud shall not be transferred outside the Government Community Cloud boundary.

ServiceNow Provided Resources

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

ServiceNow Resource	Responsibilities
Remote Services Consultant	Deliver the specified Services from ServiceNow

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
CMDB Lead / Configuration Manager	Responsible for the project, meets with the ServiceNow Remote Services Consultant, provides access to the required resources, and drives the Customer actions in connection with the engagement.
System Administrators	<p>Up to two (2) Customer ServiceNow system administrators must be available during the engagement to:</p> <ul style="list-style-type: none"> work with the ServiceNow Remote Services Consultant and provide input on the recommended CMDB configuration in relation to Customer's instance(s), and make any recommended CMDB changes in Customer's sub-production and production instances, which the Customer agrees to implement. <p>Both resources must have access to the ServiceNow customer support system ("HI Portal").</p>

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.
- Customer provides ServiceNow with the required resources to deliver the Services and ensures active participation from Customer personnel in a timely manner.

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.
- 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.
- 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.
- 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.

Exclusions

- This Packaged Service is not available to a Customer hosted in ServiceNow's FedRAMP datacenter or a self-hosted environment, or to managed service providers (except for their internal use).
- Application of recommended changes or other configuration changes within the Customer's sub-production or production instances.
- Analysis, configuration, or trouble shooting of data population or other integrations or discovery tools, including ServiceNow Discovery and Service Mapping.
- The service does not cover review of the CMDB, in whole or in part, beyond the up to and not to exceed three ServiceNow-recommended areas detailed above.
- TuneUp Your CMDB is available in English only and not available to (i) a Customer not hosted in a ServiceNow data center; (ii) a Customer requiring security clearance; (iii) a Customer operating a domain-separated environment; or (iv) a Customer that will not permit either the cloning of its instance for creation of the Temporary Instance or extraction of data from such instances to ServiceNow's centralized instance for analysis.

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.