



ServiceNow Assure

Scope of Services

The ServiceNow Assure offering is comprised of a collection of different areas of scope and activities (collectively, the “**Services**”) that can be selected by Customers to assist with the adoption of ServiceNow’s leading practices pertaining to people, process, organization and technology.

At the start of the engagement, ServiceNow and Customer will jointly review each of the available areas of scope and activities, from the table below, and agree to the composition of the activities to be delivered, up to the available number of hours as specified on the order form.

The table below provides some examples of the Scope and Activities that could be fulfilled within the purchased hours, as mutually agreed upon by the parties. 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.

Areas of Scope and Activities	Summary
Initiation**	Understand Customer's business problem(s), align on goals and expected outcomes, mobilize the ServiceNow delivery team, prepare for communication needs, and lay out the initial engagement timelines.
Scope and Approach Review	<p>Based on the available project documentation ServiceNow will carry out a review of the proposed scope and approach and provide Customer with feedback.</p> <p>The primary objectives are to:</p> <ul style="list-style-type: none"> • Confirm alignment of project scope to Customer's strategic intent and objectives. • Identify any potential areas of enhancement with the project scope and the proposed approach. • Provide recommendations to Customer on opportunities to accelerate adoption and realize value sooner.



Align on Business Case and Value Key Performance Indicators/Metrics	<p>Provide Customer with guidance and input into existing business case and proposed value key performance indicators along with metrics based on industry knowledge and expertise.</p> <p>The primary objectives are to:</p> <ul style="list-style-type: none"> Identify additional efficiencies and possible benefits as a result of deploying the product. Identify additional KPIs and metrics to measure against.
Platform (Design) Advisory	<p>Participate in Customer's design authority to assist with, and where appropriate, review and explore the design decisions to ensure alignment to ServiceNow's leading practice(s).</p> <p>The primary objectives are to:</p> <ul style="list-style-type: none"> Provide guidance on setting up a design authority where one does not exist. Consult with appropriate stakeholders to identify key points where technical governance needs clear definition. <p>Mentor Customer on the application of technical leading platform practices and provide guidance on application design, to drive performance and reduce issues regarding performance, scalability, maintainability, usability and upgradeability.</p>
Process Workshops	<p>Support the Customer's workshops by providing the latest ServiceNow's leading practices and product expertise for implementing the selected ServiceNow application.</p> <p>The primary objectives are to:</p> <ul style="list-style-type: none"> Assist with facilitation of Process Workshops including: <ul style="list-style-type: none"> Review of the features available in the ServiceNow applications. Alignment of Customer's current process to ServiceNow's leading practices. <p>Assist Customer with analysis of process changes and advise on impact of deviations from Out-of-the-Box ("OOTB").</p>
Story Review	<p>Assess key user stories to help to maintain close alignment to ServiceNow's leading practices and OOTB platform capability.</p> <p>The primary objectives are to:</p> <ul style="list-style-type: none"> Review user stories with high complexity or customizations. Provide guidance to Customer to help ensure alignment to ServiceNow's leading practices.



Design Review	<p>Assess solution design(s) in context of the Customer's identified business objectives and provide recommendations to align with ServiceNow implementation leading practices.</p> <p>The primary objectives of the design review are to:</p> <ul style="list-style-type: none"> Identify areas of alignment or concern with proven ServiceNow's leading practices and the customer desired outcomes set forth at the start of the project. <p>Provide recommendations for Customer and the implementation team based on ServiceNow proven process and technical practices.</p>
SprintScan Review and Recommendations	<p>The following activities may be completed as part of each SprintScan review:</p> <ul style="list-style-type: none"> Perform an automated scan of the configurations in the Customer's ServiceNow sub-production instance based on ServiceNow's technical leading practices. High level analysis of trouble areas that impact upgradeability, performance, manageability, security and user experience. <ul style="list-style-type: none"> Provide list extract of the automated scan findings and ServiceNow's leading practice recommendations.
Configuration Review and Recommendations	<p>The following activities may be completed as part of a Configuration Review:</p> <ul style="list-style-type: none"> Perform an automated scan of the configurations in the Customer's ServiceNow sub-production instance. Manual review of the configurations and settings in Customer's ServiceNow sub-production instance to inspect items that are heavily configured, customized or not included in the automated scan. Review of the platform performance for providing recommendations to Customer with respect to ServiceNow's leading practices and remediation. Provide a detailed configuration review report comprising of: <ul style="list-style-type: none"> ServiceNow platform status overview on upgradeability, performance, manageability, security and user experience. A summary of specific findings. Recommendations to remediate identified issues where ServiceNow's leading practices are not followed. <p>Deliver a remote meeting to provide an overview of the findings and recommendations.</p>



Closure**	Review the overall engagement with Customer and close the current engagement. This also includes activities to review the success, any challenges, and collect feedback to improve the performance of future releases and the delivery process.
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NOTE - Activities marked with ** are mandatory for each engagement.

For the sake of transparency, high-level, generic, indicative estimates for each area of scope and activity have been included in **Appendix A-1**, noting that the final estimates based on Customer context will be advised during the engagement initiation activity.

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 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 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.

ServiceNow Resource	Responsibilities
Professional Services Consultant	Delivery of the Services, within the number of contracted hours, as agreed between ServiceNow and 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
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.
Enterprise Architect	The Enterprise Architect is responsible for providing a holistic view of the organization's strategy, processes and other systems, including any necessary policy or organizational requirements. Helps guide the Product Owner to align with technical or functional standards.
Executive Sponsor	The Executive Sponsor is responsible for setting and communicating the vision of the ServiceNow engagement within the rest of the enterprise. The Executive Sponsor also participates in engagement governance and removes roadblocks to a successful implementation.
Integration, Infrastructure & Security Resources	The Integration, Infrastructure & Security are responsible for the infrastructure design and operations, as well as system security of the organization. The resources will confirm the technical design and integration requirements with various systems to support processes which require information exchange between ServiceNow and Customer's systems.
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, analyses impact of new requirements, and provides controls to ensure the correct technical solutions are leveraged in the delivery of business solutions.
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.
Process Owner(s)	The Process Owners are responsible for the correct and complete definition of each of the processes implemented within the ServiceNow platform.



Product Owner(s)	The Product Owners are responsible for ensuring that the Product Backlog is defined with Stories, visible, transparent, and clear to all, and shows what the engagement Team will work on next. The Product Owner will also demonstrate the configured functionality to Customer's stakeholders at the end of each sprint or phase.
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 Professional Services Consultant and in coordination with all other involved resources to plan, manage, and deliver ServiceNow releases.
Security Team Member	The Security Team Member is responsible for making decisions regarding necessary credentials and permissions to allow Service Mapping to operate and/is capable of making decisions regarding necessary requirements for data transfer to and from ServiceNow platform and the content service.
Subject Matter Experts (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.
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 fulfillment of common configuration and maintenance tasks.
Technical Resource(s)	The Technical Resources are responsible for assisting with the development of the ServiceNow application and integrations. The Technical Resources should also possess ITIL and JavaScript expertise as well as web services and xml experience as applicable, to support the scope of the engagement.

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 the engagement.



- Customer will provide the required resources and ensure active participation. This will include, without limitation, an executive decision-maker, product / process owner(s), project leadership and management, subject matter experts and technical resources.
- Customer will provide appropriate work areas, including Internet access, for ServiceNow Consultants when they are onsite.
- To ensure maximum benefit of the Services, it is assumed that Customer will arrange for their Administrators/Developers to attend recommended ServiceNow administration and requisite application training prior to the engagement.
- Customer will provide the required resources and ensure active participation. This will include, without limitation, an executive decision-maker, product / process owner(s), project leadership and management, subject matter experts and technical resources.

Key Assumptions

- 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 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.
- 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.
- 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.
- Customer is responsible for managing the relationships with their service provider(s).
- Customer is responsible for providing the complete and correct definition and documentation of the business processes within scope for this engagement and implementing all business process changes required to support the engagement.
- Unless otherwise specified, ServiceNow will provide the Services remotely.
- For each review, Customer shall provide the artefacts to be reviewed one (1) week prior to the start of the activities. The level of details and finalization of these artefacts will be jointly defined at the start of the engagement.
- 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 Effective Date of the SOW 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 SOW.

Travel & Expenses

In the event that ServiceNow personnel are required to travel 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.

Exclusions

- This Packaged Service is not available to a Customer hosted in ServiceNow's Protected Platform datacenters or a similar regulated environment, in a self-hosted environment or to managed service providers (except for their internal use).
- This Engagement does not take into account any upgrade assistance required to ensure Customer remains in compliance with ServiceNow support policy.
- Customer is responsible for the remediation and/or implementation of any findings, recommendations and technical configuration(s) identified by ServiceNow.
- Incident management and account escalation for Customer's ServiceNow instance(s).
- Customer is responsible for the documentation of detailed configuration requirements for Customer's ServiceNow instance(s).
- Any training classes recommended by ServiceNow are out of scope of this engagement and are to be arranged by Customer separately.



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 while 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 Services directly from ServiceNow, 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 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.



Appendix A-1 – Indicative estimates for available areas of scope and activity

The table below provides some examples of the types of Services that could be fulfilled within the purchased hours, as mutually agreed upon by the parties.

	Typical Effort Range	Key Complexity	
		Considerations	Other Effort Considerations
<i>Initiation</i>	Between four (4) and twelve (12) hours based on complexity	<ul style="list-style-type: none"> Duration of engagement The number of chosen suite(s) and applications in scope 	
<i>Scope and Approach Review</i>	Between eight (8) and sixteen (16) hours based on complexity	<ul style="list-style-type: none"> Duration of engagement The number of chosen suite(s) and applications in scope Number of releases/phases 	<ul style="list-style-type: none"> Findings for each suite presented to Customer in a single meeting of up to two (2) hours duration.
<i>Align on Business Case</i>	Between eight (8) and sixteen (16) hours based on complexity	<ul style="list-style-type: none"> The number of chosen Suite(s) and applications in scope 	<ul style="list-style-type: none"> Findings for each suite presented to Customer in a single meeting of up to two (2) hours duration.
<i>Align on Value KPI's and Metrics</i>	Between eight (8) and sixteen (16) hours based on complexity	<ul style="list-style-type: none"> The number of chosen suite(s) and applications in scope 	<ul style="list-style-type: none"> Findings for each suite presented to Customer in a single meeting of up to two (2) hours duration.
<i>Design Advisory</i>	Between four (4) and eight (8) hours per week	<ul style="list-style-type: none"> The number of suites and applications implemented The complexity of integrations between suites and applications 	



<p>Process Workshop</p>	<p>Between twenty-four (24) and one-hundred and four (104) hours per suite based on complexity</p>	<ul style="list-style-type: none"> • Number of applications implemented by suite • Number of workshops • Number of integrations • Number and complexity of workflows <p>Indicative average hour estimates by suite:</p> <ul style="list-style-type: none"> • ITSM (+ Pro): 64 hrs • ITAM: 24 hrs • ITOM: 40 hrs • ITBM: 24 hrs • SecOps: 24 hrs • CSM: 104 hrs • HR (SD): 80 hrs • HR (Lifecycle): 104 hrs • App Engine (per app): 104 hrs 	
<p>Story Review</p>	<p>Between twenty-four (24) and forty-eight (48) hours per suite based on complexity</p>	<ul style="list-style-type: none"> • Number of applications implemented by suite • Number of user stories to be reviewed • Degree of story alignment to OOTB processes and capability • Design complexity <p>Indicative average hour estimates by suite:</p> <ul style="list-style-type: none"> • ITSM (+ Pro): 24 hrs • TAM: 24 hrs • ITOM: 24 hrs • ITBM: 24 hrs • SecOps: 24 hrs • CSM: 32 hrs • HR (SD): 48 hrs • HR (Lifecycle): 32 hrs • App Engine (per app): 32 hrs 	
<p>Design Review</p>	<p>Between twenty-four (24) and eighty (80) hours per suite based on complexity</p>	<ul style="list-style-type: none"> • Number of applications implemented by suite • Degree of story alignment to OOTB processes and capability • Design complexity • Number of integrations • Number of documents • Format of documents (whether it follows ServiceNow standard) 	<ul style="list-style-type: none"> • Findings and recommendations presented to Customer in a single handover session of up to four (4) hours.



		Regulated environment or on-prem or MSP / Domain Separated.	
SprintScan Review and Recommendations	Between four (4) and eight (8) hours per scan based on complexity	<ul style="list-style-type: none"> - • Regulated environment or on-prem or MSP / Domain Separated. 	<ul style="list-style-type: none"> • Findings and recommendations presented to Customer in a single handover session of up to two (2) hours.
Configuration Review and Recommendations	Between forty (40) and eighty (80) hours per review based on complexity.	<ul style="list-style-type: none"> • Number of applications implemented by suite • Degree of alignment OOTB processes and capability • Design complexity • Number of integrations - Regulated environment or on-prem or MSP / Domain Separated. 	<ul style="list-style-type: none"> • Findings and recommendations presented to Customer in a single handover session of up to four (4) hours.
Closure	Between two (2) and four (4) hours based on complexity.	<ul style="list-style-type: none"> • Duration of engagement • The number of chosen <ul style="list-style-type: none"> - suite(s) and applications in scope 	