

Solution Architecture Service

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 “Packaged Service(s)” or “Service(s)”).

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 (“Purchased Hours”) and no acceptance shall apply to the Services provided herein.

The Solution Architecture Service Activities (“Activities”) below are illustrative components that may be encompassed by this Packaged Service, provided that not every item specified below is guaranteed to be included within the Packaged Services and is based on Purchased Hours.

Solution Architecture Service Activities		
Some or all of the Activities may be selected by Customer subject to Purchased Hours/duration.		
Activities	Offering Size	
	Light	Standard
Implementation Roadmap: aligning short-and long-term business objectives with solution implementation timelines.	√	√
Workshop guidance: guide implementation team before/during workshops on platform-wide architectural considerations.	√	√
Design advisory: input into implementation team solution design documentation, including design for any workshops conducted	√	√
Design review¹: review implementation team's design and provide recommendations	√	√
Workshop lead (tech/architecture): e.g. MSP architecture, integration, instance/deployment management. Includes solution design.		√
Implementation team coaching: epic-level design/configuration coaching/guidance		√
Configuration Review: review(s) and/or Sprint Scan(s) with specific remediation guidance.		√
Design authority expertise: ongoing involvement in customer technical governance, steering, architecture, etc. boards/committees.		√
Upgrade strategy and planning		√
Custom Activity: specific activities mutually agreed to by ServiceNow and Customer	√	√
Estimated Purchased Hours²	204-220	408-884
Estimated Duration (Months)	3	6-12
Estimated ServiceNow Consultant Days (per week)	2	2
¹ ServiceNow participation in Design review requires that ServiceNow has engaged with the Design advisory and/or Workshop guidance Activities.		
² Purchased Hours include a minimum of one (1) hour per week Engagement Management and these hours exclude Activities listed above.		

Service Phase		ServiceNow Responsibilities	
Initiate ServiceNow and Customer will jointly agree to the composition of the Activities to be delivered, within the Purchased Hours		<ul style="list-style-type: none">Lead preparatory remote meetings with Customer to review and discuss Customer's desired Activities based on Offering Size.Define Activities to be prioritized during the Services including estimated effort and duration.Define the Activities schedule and agree on the planning for fulfilling any Customer pre-requisites and required audiences and/or participants.Confirm the agenda and timing for any workshop reviews, as applicable.Define and mutually agree on any Custom Activity request (i.e., type of sessions such as, office hours, "show and tell", knowledge transfer, etc.)	
Execute Deliver Activities		<ul style="list-style-type: none">Engage with the Customer weekly to perform the Activities as agreed to during the Initiate Phase.Report weekly hours burned.Provide overview of any finding, recommendations or Output.	
Close ServiceNow and Customer will jointly review the delivered Services with Customer.		<ul style="list-style-type: none">Conduct closeout meeting, if requested by Customer, for up to one (1) hour, to review the Activities and next steps.	
Completion Criteria – This Service will be considered complete when the Purchased Hours have been delivered by ServiceNow or is terminated in accordance with the Agreement.			
Output			
Activities Materials	<p>The Activities <i>may</i> include 1–3-page outputs as applicable to the Activities performed and available Purchased Hours via .doc, .ppt, .xls, etc.:</p> <ul style="list-style-type: none">Design Review<ul style="list-style-type: none">Identified areas of alignment or concern with proven practices and the Customer desired outcomes set forth at the start of the project.Recommendations for the Customer and the implementation team based on ServiceNow proven practices.Positioning suggestions for long-term success on the ServiceNow platform with minimal customizations.Implementation Roadmap<ul style="list-style-type: none">A map that shows the planned sequence of the implementation initiatives and other impacting business initiatives by month.Configuration Review Report<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 leading practices are not followed.HealthScan automated findings		

	<ul style="list-style-type: none"> • Maturity Assessment • ATF Planning Document • Deployment Readiness Assessment <ul style="list-style-type: none"> ◦ Evaluate capability and capacity for change to support the ServiceNow platform and the applications that are to be deployed. • Upgrade Strategy Document • Other materials as agreed in the Initiate Phase
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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 will provide the following resources in connection with the delivery of the Services:

ServiceNow Resource	Responsibilities
ServiceNow Consultant	Carry out Activities as detailed above.

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.

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 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).

Additional Services Specifications and Requirements

- 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.
- Customer is responsible for cloning the production environment to a sub-production instance as applicable and required by ServiceNow during the delivery of the Services.
- ServiceNow will perform the Services solely on the provided customer sub-production instance(s).
- Customer grants ServiceNow resources access to Customer's sub-production instances for the purposes of providing the Services.
- Where applicable, Customer provides additional access and information required for self-hosted environments, including access for ServiceNow consultants to run HealthScan scripts, export of results from Customer's sub-production instance and import into ServiceNow's HealthScan instance for analysis.
- The Configuration Reviews and scans may be run remotely unless being performed on a self-hosted instance.
- To ensure maximum benefit of the Services, Customer is encouraged to have their administrators/developers attend ServiceNow administration and application training prior to the Service.
- The Activities and Outputs defined within the Services are subject to the Purchased Hours. ServiceNow will work with the Customer to define the estimated hours per Activity during the Initiate Phase to ensure completion, but Customer acknowledges and agrees that: (a) ServiceNow's obligations relating to this Service are conditioned and dependent upon Customer's timely fulfillment of its responsibilities as set forth in this Service and (b) Customer's failure to timely fulfil its responsibilities may result in delays in the Service scope or timelines and prohibit completion of all tasks, and shall not be attributable to ServiceNow.
- Customer is responsible for managing the relationships with their implementor/service provider(s).
- Customer is responsible for providing the complete and correct definition and documentation of the business processes within scope for the Services and implementing all business process changes required to support the Service.
- For any review Activities, Customer shall provide the artifacts to be reviewed one (1) week prior to the start of the Activities. The level of details and finalization of these artifacts will be jointly defined at the start of 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.
- Services will be scheduled for a minimum of four (4) hours per day, unless otherwise agreed. ServiceNow has planned for continuous delivery of the Service over the Estimated Duration by Offering Size. If there are breaks in the work effort for ServiceNow, resources may be subject to change.
- Customer will provide appropriate work areas, including Internet access, for ServiceNow consultants when they are on-site (if applicable).
- Unless otherwise specified by ServiceNow, the Services and any resulting deliverables will be in English.
- 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.

Exclusions

- The Services will not include implementation, configuration, testing, debugging, optimization or any changes in any customer instances.
- The Configuration Review is a technical review only. Reviews of design, process, strategy, governance and pre-production testing are excluded. Support with the implementation of the recommendations arising from Configuration Review is excluded.
- The SprintScan Review is an automated technical context-less scan and review only. Reviews of design, process, strategy, governance and pre-production testing are excluded unless included as separate selected Activity.
- The Services do not provide for any upgrade assistance required to ensure Customer remains in compliance with ServiceNow's Upgrade Policy.
- 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 Service and are to be arranged by Customer separately.

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. 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.