

## Customer Success Packages

### Overview

**ServiceNow's Customer Success Packages** assist the customer in leveraging its ServiceNow investment by providing expertise and content throughout the customer's ServiceNow lifecycle. A ServiceNow Customer Success Team, coordinated by the Customer Success Executive, facilitates the customer's use of the Customer Success Packages. Below is a description of each of the resources and components involved.

### Customer Success Executive (CSE):

- Partners with the customer to develop and update the Customer Success Plan. The CSE is the key point of contact for the Customer Success Packages and coordinates the activities as prescribed in the Customer Success Plan. **(Available in Professional Success, Enterprise Success, and Premier Success Packages)**

### Solution Architect:

- Provides technical oversight to help align platform strategy and implementations with ServiceNow best practices. Provides recommendations from the Health Scans, Design Reviews, Configuration Reviews and Architectural Blueprints. **(Available in Enterprise Success and Premier Success Packages)**

### Professional Services Subject Matter Expert (PS SME):

- Assists in delivering the Business Alignment Workshop, Design Reviews, and Configuration Reviews. **(Available in Professional Success, Enterprise Success, and Premier Success Packages)**

### Support Account Manager (SAM):

- Serves as the primary liaison for the customer on support issues, provides reports on the health of the customer's instance, and assists in upgrade planning. **(Available in Enterprise Success and Premier Success Packages)**

### Training:

- As a Success Package customer, each tier also receives a respective discounted rate at which the customer may purchase training products. Additionally, Premier Success Package customers may redeem an allotted number of Learning Credits for any training product, enabling increased adoption and faster time to value. **(Instructor-led Training available in Premier Success Package through learning credit redemption)**

### Defined Packages

ServiceNow's Customer Success Packages provide the customer with a breadth of resources to elevate the level of engagement of the ServiceNow platform. Each of the three Packages offers a combination of Customer Success Team members and access to content, and aligns to the customer's Subscription Term for 12, 24, or 36 months. The three Customer Success Packages offered are:

Package Name	Package Activities Included (Customer Success Team Member or Resource)
Professional Success	<ol style="list-style-type: none"> <li>1. Initial creation and quarterly updates to the Customer Success Plan (CSE)</li> <li>2. One Health Scan available per month (Scorecard or Sprint Review) of instance delivered remotely (PS SME)</li> <li>3. Annual Configuration Review of instance delivered remotely (PS SME)</li> <li>4. Annual Architectural Blueprints showing integration points and data flow (PS SME)</li> <li>5. Annual Design Review when developing plans for product implementations (PS SME)</li> <li>6. Annual Business Alignment Workshop to align implementation requirements to Customer business value and outcomes (PS SME)</li> <li>7. 10% discount on purchases of future training offerings</li> </ol>
Enterprise Success	<p>Includes Professional Success Package Activities (1 – 6), plus:</p> <ol style="list-style-type: none"> <li>8. Initial creation of and ad hoc updates to implementation checklist with each project phase (CSE)</li> <li>9. Shared solution architect (Solution Architect)</li> <li>10. Escalation Oversight and Coordination of technical support issues (SAM)</li> <li>11. Active Incident, Problem, Changes, and Enhancement Management (SAM)</li> <li>12. Comprehensive Platform Review (SAM)</li> <li>13. Weekly program management aligning with Customer Success Plan (CSE)</li> <li>14. Weekly Performance Management with Formal Monthly Performance Recommendations (SAM)</li> <li>15. Twice Monthly Operational Reviews (SAM)</li> <li>16. Monthly updates to the Customer Success Plan (CSE)</li> <li>17. Monthly Health Scans (Scorecard or Sprint Review) of instance (Solution Architect) supersedes item 2</li> <li>18. Quarterly Metric Reporting of Incident, Problem, and Changes (SAM)</li> <li>19. Semi-Annual Business Value Review (CSE)</li> <li>20. Semi-Annual Support Reviews (SAM)</li> <li>21. Annual Configuration Reviews of instance (Solution Architect) supersedes item 3</li> <li>22. Annual Architectural Blueprints showing integration points and data flow (Solution Architect) supersedes item 4</li> <li>23. Annual Design Review when developing plans for product implementations (Solution Architect + PS SME) supersedes item 5</li> <li>24. Upgrade Planning and Oversight / Upgrade Assistance on Family Releases (SAM)</li> <li>25. Access to the Adoption Toolkit (training template for one implemented product) (Training)</li> <li>26. 15% discount on purchases of future training offerings</li> </ol>

Premier Success	<p>Includes Professional Success (1-6) and Enterprise Success Package Activities (8 – 25), plus:</p> <ul style="list-style-type: none"> <li>27. Dedicated CSE to continually program manage the Customer Success Plan (CSE)</li> <li>28. Dedicated SAM for daily Performance Management with formal Weekly Recommendations (SAM)</li> <li>29. Customer Success Plan updated as needed (CSE)</li> <li>30. Dedicated solution architect (Solution Architect)</li> <li>31. Weekly Operational Reviews (SAM)</li> <li>32. Weekly Health Scans available (Scorecard or Sprint Review) of instance (Solution Architect) supersedes item 2 and 18</li> <li>33. Quarterly Business Value Review (CSE)</li> <li>34. Quarterly Support Reviews (SAM)</li> <li>35. Semi-Annual Configuration Reviews (Solution Architect) supersedes item 3 and 22</li> <li>36. Access to all product templates from the Adoption Toolkit (Training Resources)</li> <li>37. 300 learning credits per year to use towards ServiceNow training offerings (Training)</li> <li>38. 20% discount on purchases of future training offerings</li> </ul>
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### Package Activity Details

The following are specific descriptions of each key Package activity:

Key Package Activity	Description
Customer Success Plan	Document that outlines the activities to achieve success and measures progress against customer objectives. Includes, but not limited to the following: customer roadmap, customer outcomes, key performance indicators (KPIs), success criteria, implementation success plan, adoption metrics, training and certification plan, key dates / milestones, value realized, risks, and next steps).
HealthScan - Scorecard	High level overview of instance; in respect to Performance, Upgrades, and Management based on ServiceNow best practices.
HealthScan – Sprint Review	Scan of instance focused on quality implementations, avoiding common missteps, by tracking against ServiceNow best practices.
Configuration Review	An automated and manual assessment of an instance, providing an evaluation focused on coding standards, data and configuration integrity performance, manageability, usability, scalability, upgradability and security.
Architectural Blueprints	Visual representation of the customer's instance and key integration points showing data in and data out.

Design Review	Pre-implementation assessment of both process objectives and architecture approach to determine if fit for purpose of leveraging core components of the ServiceNow platform.
Business Alignment Workshop	Up to three-day workshop led by PS team to help align the implementation plan to the customers outcomes and projected value.
Implementation Checklist	Engage and educate customer on practices based on ServiceNow Implementation Methodology.
Escalation Oversight and Coordination	Priority assistance with ServiceNow resources and managed by the SAM. The SAM will manage escalated incidents and account escalations for efficient resolution of issues.
Active Incident, Problem, Changes, and Enhancement Management	<p>Oversight of the customer's ServiceNow Incident, Problem, and Change records created and stored in the ServiceNow HI system.</p> <ul style="list-style-type: none"> <li>• <b>Incident:</b> An unplanned interruption to an IT Service or reduction in the quality of an IT service.</li> <li>• <b>Problem:</b> A cause of one or more Incidents. The cause is not usually known at the time a Problem Record is created.</li> <li>• <b>Change:</b> The addition, modification or removal of anything that could have an effect on IT Services.</li> </ul> <p><b>Enhancements:</b> An enhancement is any product change or upgrade that increases software or hardware capabilities beyond original customer specifications. Enhancements allow software and hardware product performance scalability.</p>
Comprehensive Platform Review (CPR)	Engage in technical analysis of a customer's production instance to identify potential performance issues. This deliverable provides a holistic review to the customer, with specific points for resolution and prevention.
Performance Management and Recommendations	Key performance metrics related to a customer's production instance. The report is a result of the reviews and analysis of instance data against specific benchmarks. The report includes recommendations to improve instance performance and system response.
Operational Reviews	Weekly or twice-monthly review of the customer's Incidents, Problems, Changes, Enhancements and upcoming patching, release and upgrade information.
Reporting of Incident, Problem, and Changes	Custom reporting that includes service metrics, instance performance data, and upgrade and patch information.
Business Value Review	Development of a business case aligned to Customer Success Plan.
Support Reviews	An onsite review of metric reporting.

Upgrade Planning and Oversight / Upgrade Assistance	Review the customer's instance configuration to identify vulnerabilities, overview of known Problems in the upgraded version, provide performance comparisons and best practice overviews. Applicable to Family Releases.
Adoption Toolkit	Tools and templates to give customers a head start on the design and execution of their adoption program.
Learning Credits	Credits that can be applied towards ServiceNow training offerings.

### Required Customer Resources

The customer will provide the following resources and make them available throughout the Service Period (as defined below) to ensure ServiceNow can deliver to the cadence listed for each activity above (note that multiple responsibilities may be filled by the same customer personnel).

Customer Resource	Responsibilities
Executive Sponsor	Primary strategic contact for ServiceNow
Line of Business Service Owner	Business owners outside of IT
Service Desk Manager(s)	Service desk manager with responsibility for the customer's ServiceNow instances
Technical Resource(s)	Resources with ITIL and ServiceNow customization experience to serve as technical points of contact
System Administrators	Minimum of 2 system administrators must complete the ServiceNow Administrator Training course and be identified as points of contact
Process Owner(s)	Subject matter experts responsible for the correct and complete definition of each of the processes implemented within the ServiceNow applications

### Program Terms

Each order for ServiceNow's Customer Success Packages shall be paid in advance and co-terminus with the Subscription Term of the applicable Subscription Product ("Service Period").

The customer may upgrade from one Customer Success Package tier to the next during the Service Period and pay the difference in package fees. However, the customer may not downgrade from a tier after purchase until the conclusion of the active Service Period. Package Activities not consumed within the customer's annual term do not rollover to the subsequent annual term, shall expire with no further credit or refund, and shall have no value thereafter.

The Customer Success Package is provided in English.

ServiceNow does not guarantee that certain designated ServiceNow personnel will be assigned to the customer's account. The Solution Architect and PS SME shall be scheduled based on resource availability.

Before ServiceNow can begin a Configuration Review or HealthScan as provided in the Package Activity Details, the customer must complete the following pre-requisite tasks:

- Customer ServiceNow production environment is cloned to a subproduction instance. ServiceNow performs the Configuration Review on the subproduction instance.
  - Note: ServiceNow does not perform Configurations Reviews on production instances, to avoid issues related to the integrity and availability of the customer's production data.
- Customer in self-hosted environments shall have provided additional access and information, including access of local installation of ServiceNow HealthScan scripts and the transport of data outside of the customer's on-premises instance to a ServiceNow HealthScan centralized instance for analysis.
- Customer shall have completed the Configuration Review questionnaire for the Configuration Review or the Extended Configuration Review.
- Customer has provided remote admin access to the ServiceNow delivery consultants to the customer's ServiceNow subproduction instances.
- Notwithstanding anything to the contrary in the Agreement or an ordering document, solely to the extent necessary to provide any HealthScan Services to the customer (as applicable), the customer acknowledges that ServiceNow may aggregate and transfer certain Customer Data, which may contain certain Personal Data, necessary for the performance of HealthScan from the customer's instance of the Subscription Service to a centralized ServiceNow instance, which may be hosted in a jurisdiction outside of the customer's originating data center hosting location. Such centralized instance shall be subject to all data processing and data security obligations that are applicable to the customer's production instances of the Subscription Service as set forth in the Agreement.

## Travel and Expenses

The Customer Success Packages shall include the following Onsite Visits (as defined below) at the customer's Domestic Location (as defined below) by at least one member of the ServiceNow Customer Success Team for each of the packages below:

- Professional Success: 0 Onsite Visits per year included
- Enterprise Success: Up to 4 Onsite Visits to the customer's Domestic Location per year included
- Premier Success: Up to 8 Onsite Visits to the customer's Domestic Location per year included

Onsite Visits are subject to the following conditions:

- 1) The "Domestic Location" shall be as mutually agreed by ServiceNow and the customer in writing during the Customer Success Kickoff Meeting.
- 2) An "Onsite Visit" shall constitute a trip by the member of the ServiceNow Success Management Team of more than fifty miles from their home office location and which requires any of commercial airline, rail, bus travel or an overnight hotel stay near the customer's Domestic Location.
- 3) Travel expenses incurred for Onsite Visits to destinations outside of the customer's Domestic Location will be reimbursed by the customer. ServiceNow shall keep commercially reasonable records of all expenses.

**Program Exclusions**

- ServiceNow's Customer Success Packages do not include Implementation, Configuration, or Staff Augmentation Services or Subscription Service use rights.
- Customers hosted in ServiceNow's FedRAMP datacenter are excluded from the Configuration Review Service.

## General

ServiceNow is in the business of providing IT 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 SUCCESS WARRANTY. ServiceNow warrants that during the Subscription Term the applicable Customer Success Package purchased by Customer will be delivered in a competent manner in accordance with all material requirements set forth in this Service Description. Customer shall notify ServiceNow in writing of any breach within thirty (30) days after performance of the non-conforming Customer Success activity. Upon receipt of such notice, ServiceNow, at its option, shall either use commercially reasonable efforts to re-perform the Customer Success activity in conformance with these warranty requirements or shall terminate the Customer Success Package and refund to Customer any prepaid Customer Success Package fees covering the remainder of the Service Period after the date of termination. This Section sets forth Customer's exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SERVICE DESCRIPTION, THE CUSTOMER SUCCESS PACKAGE PROVIDED HEREUNDER AND ANY ACCOMPANYING DELIVERABLE ARE PROVIDED "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICENOW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVICENOW SPECIFICALLY DOES NOT WARRANT THAT THE CUSTOMER SUCCESS PACKAGE AND ANY ACCOMPANYING DELIVERABLES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR.

LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS SERVICE DESCRIPTION OR THE CUSTOMER SUCCESS PACKAGE PROVIDED HEREUNDER WHETHER BY CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE CUSTOMER SUCCESS PACKAGE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (3) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED FOR CUSTOMER SUCCESS PACKAGE PROVIDED HEREUNDER OR TAXES APPLIED THERETO.

EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE

TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

#### Customer Success Packages Terms and Conditions

Customer agrees to pay the total fee amount on the related Order Form, if purchasing directly from ServiceNow. ServiceNow will provide the Customer Success Package as described herein limited to those ordered on the ordering document: (i) if Customer is purchasing directly from ServiceNow, on the terms and conditions in the Order Form and the underlying master agreement executed by the parties, if any ("Agreement"); or (ii) if Customer is purchasing from a ServiceNow authorized reseller ("Reseller"), on 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>. 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 Customer Success Package set forth herein.

ALL ORDERS ARE NON-CANCELLABLE, NON-REFUNDABLE, CANNOT BE USED FOR PRODUCTS OR SERVICES OTHER THAN FOR THOSE PURCHASED, AND NOT SUBJECT TO ACCEPTANCE. PRODUCTS AND SERVICES ARE NOT INCLUDED IN THIS OFFERING UNLESS SPECIFICALLY IDENTIFIED AS INCLUDED IN THIS DOCUMENT. ANY UNUSED CUSTOMER SUCCESS PACKAGE FEES SHALL EXPIRE IN THEIR ENTIRETY UPON CONCLUSION OF THE SUBSCRIPTION TERM END DATE WITH NO FURTHER CREDIT OR REFUND AND SHALL HAVE NO VALUE THEREAFTER.