

ServiceNow Support Account Management

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 Services”** or **“Services”**). To the extent the ServiceNow Support Account Management package is procured pursuant to a ServiceNow Impact Package, in the event of a conflict between this Service Description and the applicable Impact Package Description, the Impact Package Description shall control:

There are two ServiceNow Support Account Management (SAM) packages: Enterprise and Premier. The two packages are defined by the activities noted in the table below.

Packaged Services	Packaged Services Description
Enterprise*	<ul style="list-style-type: none"> Operational review Active case, problem, change and idea oversight Escalation oversight Root Cause Analysis (RCA) oversight Performance management and recommendations Quarterly metric reporting of cases, problems, changes, and real availability reporting (also referred to as periodic support review). Upgrade planning assistance and oversight Training roadmap guidance
Premier**	<p>Except where otherwise specified, includes Enterprise Service activities, plus:</p> <ul style="list-style-type: none"> Weekly operational reviews (replaces bi-weekly operational reviews in the Enterprise package) Daily performance management with formal weekly recommendations (replaces monthly performance management and reporting in the Enterprise package) Dedicated single point of contact

* As a standard, each Enterprise SAM will oversee the above activities for one (1) production instance (and its corresponding sub-production instances), across one (1) region (e.g. US, Europe, Asia Pacific). For Customers that require SAM services across more than one (1) region or with more than one (1) production instance, additional SAMs may be required.

** The Premier package is required for Managed Service Providers (MSPs), global Customers with at least three (3) production instances, and Customers with multiple business units utilizing separate instances. Depending on the structure of the account, the number of regions covered, the number of products purchased, the number of production instances and case volumes, more than one (1) Premier SAM) may be required.

The following are specific descriptions of each service activity:

Service	Service Description
Operational Review	<ul style="list-style-type: none"> Weekly (Premier) or bi-weekly (Enterprise) review of Customer's cases, problems, changes, ideas, upcoming patching, release and upgrade information. Exact scope will be dependent on case volumes and what can be reasonably managed by one (1) SAM
Active Case, Problem, Change and Idea Oversight	<ul style="list-style-type: none"> High level management and analysis of cases that Customer submits to NOW Support (HI). The SAM advocates for Customer and works with technical support resources to help provide additional focus on the support tickets. The SAM monitors status and helps to drive progress and issue resolution where required.
Escalation Oversight	<ul style="list-style-type: none"> Priority assistance with ServiceNow resources is managed by the SAM. The SAM will manage escalated cases and account escalations for efficient resolution of issues.
Root Cause Analysis Oversight	<ul style="list-style-type: none"> Oversight of Root Cause Analysis (RCA) delivery on Priority 1 cases including revision management and detail verification within the RCA.
Performance Management and Recommendations	<ul style="list-style-type: none"> Weekly (Premier) or monthly (Enterprise) report of key performance metrics relating to a Customer's production instance. The report is a result of a regular review and analysis of instance data against specific benchmarks and includes recommendations to improve instance performance and system response.
Metric Reporting of all Cases, Problems and Changes / Quarterly Support Reviews	<ul style="list-style-type: none"> Custom reporting delivered quarterly (also referred to as 'Periodic Support Review') includes service metrics, instance performance data, and upgrade and patch information.
Upgrade Planning Assistance and Oversight	<ul style="list-style-type: none"> Review Customer's instance configuration to identify vulnerabilities, overview of known problems in the upgraded version and ServiceNow's leading practice overviews.
Training Roadmap Guidance	<ul style="list-style-type: none"> Advise Customer on how to remain current on training and enablement to maximize skill levels across learning styles and schedules.
Dedicated Single Point of Contact	<ul style="list-style-type: none"> Primary liaison for Customer's support-related ServiceNow questions, ideas and issues. The SAM advocates for Customer's needs and identifies opportunities for Customer's current and future business objectives.

ServiceNow Provided Resources

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

ServiceNow Resource	Responsibilities
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Support Account Manager	Serves as the primary liaison for Customer, during the Service Period, on support issues, provides reports on the health of Customer's instance, and assists in upgrade planning.
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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
Executive Sponsor	Primary strategic contact for ServiceNow
Line of Business Service Owner(s)	ServiceNow Service Owners across all business and IT functions of the enterprise
Service Desk Manager(s)	Service desk manager(s) with responsibility for Customer's ServiceNow instances
Technical Resource(s)	Resources with ITIL and ServiceNow customization experience to serve as technical point(s) of contact
System Administrators	Minimum of two (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 application

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

Onsite visits (as defined below) by the ServiceNow resources will be determined by ServiceNow and subject to the following:

- No travel and expense fees shall be incurred for onsite visits to Customer's domestic location which is Customer's domestic address specified on the ServiceNow order form or use authorization, as applicable.
- All other onsite visits beyond the above-referenced number of visits to Customer's domestic address specified on the ServiceNow order form or use authorization, as applicable, or otherwise in connection with delivery of the Services is billable and will be reimbursed by Customer. In this case, 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.
- ServiceNow may also deliver aspects of the Services remotely.

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.
- Each order for ServiceNow's Support Account Manager package shall be paid in advance. The duration of the engagement is specified on the ServiceNow ordering document ("Service Period").
- Customer may upgrade from one SAM package to the next during the Service Period and pay the pro-rated difference in service package pricing. However, Customer may not

downgrade from a specific package after purchase until the conclusion of the active Service Period.

- Customer's account will be reviewed at least yearly to determine if the current SAM package is adequate for the Customer's needs; additional SAM resources may be required to meet workload demands. If ServiceNow determines that Customer has exceeded the threshold of what Customer's then-current SAM resources can reasonably support, ServiceNow will notify Customer that a review will take place. Additional SAMs may be required or the scope of what is currently being supported may need to be re-determined.
- Customer is responsible for creating Customer Cases and Customer-owned Change requests in HI. The SAM provides advocacy and acts as an escalation point for Customer submitted Cases and requests.

Exclusions

- ServiceNow's SAM does not include Customer Success Packages, Professional Services or Subscription Service use rights.

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.