



ServiceNow Pinnacle Support Account Management (SAM)

Scope of Service Description

ServiceNow consultants will work with Service Partner Provider 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 Pinnacle 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.

ServiceNow’s Pinnacle Support Account Management (“Pinnacle SAM”) Package provides customized support for partners participating in ServiceNow’s Service Provider Partner Program (“Service Provider Partner” or “SP Partner”). Given their various business models, Service Provider Partners require a higher level of engagement than ServiceNow’s standard level of technical support or existing SAM packages provide.

Services Included

The deliverables and activities included with the Pinnacle SAM Package are defined within this service description (“Service Description”).

As a standard, one Pinnacle SAM will oversee the documented activities for three (3) production instances (and their corresponding sub-production instances), across one (1) region (e.g. US, Europe, Asia Pacific). For Service Partner Providers that require SAM services across more than one (1) region or with more than three (3) production instances, additional SAMs may be required.

Upon signing, the Pinnacle SAM will agree with the Service Partner Provider the 3 production instances that will be covered. The Service Provider partner has the flexibility to change the 3 instances each quarter in a calendar year as appropriate. This review will form part of the Quarterly Support Review.

| Key Activities | Description |
|--|---|
| Operational reviews | Weekly meeting to review the Service Provider Partner’s Cases, Problems, Changes, Ideas, upcoming patching, release and upgrade activities. 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 | <p>High level management and analysis of Cases that the Service Provider Partner submits to NOW Support (HI).</p> <p>The SAM advocates for the Service Partner Provider and works with technical support resources to help provide additional focus</p> |

| Key Activities | Description |
|---|---|
| | on the support tickets. The SAM monitors the status and helps to drive progress and issue resolution where required. |
| Escalation Oversight | Priority assistance with ServiceNow resources managed by the SAM. The SAM will manage escalated Cases and account escalations for efficient resolution of issues. |
| Root Cause Analysis (RCA) oversight | Oversight of Root Cause Analysis (RCA) delivery on Priority 1 Cases including revision management and detail verification within the RCA. |
| Performance Management and Recommendations | Weekly report of key performance metrics relating to a Service Partner Provider's three (3) nominated production instances. 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 | Custom reporting delivered quarterly (also referred to as "periodic Support Review") includes service metrics, instance performance data, and upgrade and patch information. |
| Upgrade and Update Planning & Oversight | Review the Service Partner Provider's instance configuration to identify vulnerabilities, overview of known Problems in the upgraded version and ServiceNow's leading practice overviews. Support for instance upgrades outside of the instances nominated for the quarter will be performed on a reasonable efforts basis. |
| Training Roadmap Guidance | Advise on how to remain current on training and enablement to maximize skill levels across learning styles and schedules. |
| Dedicated Single Point of Contact for Support | <p>The Pinnacle SAM acts as a primary liaison between the Service Provider Partner and ServiceNow for questions, ideas. The Pinnacle SAM advocates for the Service Provider Partner's needs and identifies opportunities for the Service Provider Partner's current and future business objectives.</p> <p>The Pinnacle SAM acts as a single point of contact and will engage the necessary ServiceNow resources as needed. Some engagements may require the Service Provider Partner to sign a separate statement of work.</p> |

Pinnacle SAM services that are required beyond a single resource's capacity may require the Service Provider Partner to purchase additional SAMs.

ServiceNow may replace or re-assign its personnel during the engagement upon notification to Service Partner Provider. ServiceNow does not guarantee that certain designated ServiceNow personnel will be assigned to Service Partner Provider'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 Service Partner Provider acknowledges that such employees or third-party subcontractor may process Service Partner Provider Data (as defined in the Agreement) in order to provide the Packaged Services. Service Partner Provider shall grant ServiceNow and subcontractor personnel access to Service Partner Provider'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 Service Partner Provider.

Required Partner Resources

The Service Provider Partner will provide the following resources and make them available as necessary throughout the duration of the engagement to ensure that the Pinnacle SAM is able to deliver the services described above. (Note that multiple responsibilities may be filled by the same Service Provider Partner personnel).

| Service Partner Provider Resource | Responsibilities |
|--|--|
| Executive Sponsor | Primary strategic contact for ServiceNow |
| Line of Business Service Owner(s) / Delivery Manager | ServiceNow Service Owners across all business and IT functions of the enterprise |
| Service Desk Manager(s) /Delivery Manager | Service Desk manager(s) with responsibility for the Service Provider Partner'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 applications |
| Pinnacle SP Partner Single Point of Contact | Operational or business lead who works with the Pinnacle SAM to assess and define the Pinnacle SAM's support scope. |

Prerequisites

Before ServiceNow can begin the Services, the following prerequisite tasks must be completed as stated below:

- Service Partner Provider grants ServiceNow resources access to Service Partner Provider's instances for the purposes of providing the Services during the period of performance.
- Service Partner Provider provides ServiceNow with the required resources to deliver the Services and ensures active participation from Service Partner Provider personnel in a timely manner.

Travel & Expenses

Onsite visits 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 Service Partner Provider's domestic location which is Service Partner Provider's domestic address specified on the ServiceNow order form or use authorization, as applicable.
- All reasonable travel, meals, and living expenses for ServiceNow personnel shall be billed to Service Partner Provider at ServiceNow's actual expenses. Service Partner Provider 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 Service Partner Provider agrees that all decisions in connection with the implementation of such advice and recommendations will be the sole responsibility of the Service Partner Provider. Service Partner Provider 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 Service Partner Provider 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 Service Partner Provider or any third party (excluding ServiceNow subcontractors).
- Service Partner Provider is solely responsible for the performance of Service Partner Provider'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").
- Service Partner Provider may upgrade from one SAM package to the next during the Service Period and pay the pro-rated difference in service package pricing. However, Service Partner Provider may not downgrade from a specific package after purchase until the conclusion of the active Service Period.
- Service Partner Provider's account will be reviewed at least yearly to determine if the current SAM package is adequate for the Service Partner Provider's needs; additional SAM resources may be required to meet workload demands. If ServiceNow determines that Service Partner Provider has exceeded the threshold of what Service Partner Provider's then-current SAM resources can reasonably support, ServiceNow will notify Service Partner Provider 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.
- Service Partner Provider is responsible for creating Service Partner Provider Cases and Service Partner Provider-owned Change requests in Now Support (HI). The SAM provides advocacy and acts as an escalation point for Service Partner Provider submitted Cases and requests.

Program Exclusions

ServiceNow's Pinnacle SAM Package does not include Service Partner Provider Success Packages, Professional Services or Subscription Service use rights.

General

PINNACLE SUPPORT ACCOUNT MANAGEMENT WARRANTY. ServiceNow warrants that during the Subscription Term the applicable Pinnacle SAM Packages purchased by the Service Provider Partner will be delivered in a competent and professional manner in accordance with all material requirements set forth in this Service Description. The Service Provider Partner shall notify ServiceNow in writing of any breach within thirty (30) days after performance of the non-conforming Pinnacle SAM activity. Upon receipt of such notice, ServiceNow, at its option, shall either use commercially reasonable efforts to re-perform the Pinnacle SAM activity in conformance with these warranty requirements or shall terminate the Pinnacle SAM Package and refund to the Service Partner Provider any prepaid Pinnacle SAM fees covering the remainder of the Service Period after the date of termination. This Section sets forth the Service Provider Partner'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 PINNACLE SUPPORT ACCOUNT MANAGEMENT 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 PINNACLE SUPPORT ACCOUNT MANAGEMENT AND ANY ACCOMPANYING Deliverables will meet the requirements of services partner OR OTHERS.

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 PINNACLE SUPPORT ACCOUNT MANAGEMENT PROVIDED HEREUNDER WHETHER BY CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY service PROVIDER partner FOR THE PINNACLE SUPPORT ACCOUNT MANAGEMENT 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) SERVICE PROVIDER PARTNER'S OBLIGATION TO PAY AMOUNTS OWED FOR PINNACLE SUPPORT ACCOUNT MANAGEMENT PROVIDED HEREUNDER OR TAXES APPLIED THERETO.

EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR SERVICE PARTNER PROVIDER 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.

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 Service Partner Providers. 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 Service Partner Provider and its users relating to the ServiceNow product or services.

Service Partner Provider agrees to pay the total fee amount on the related order form if purchasing directly from ServiceNow. If Service Partner Provider 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 Service Partner Provider 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.