Enterprise Customer Success Package

Overview

ServiceNow’s Enterprise Customer Success Package comprises a set of important success service components to assist the Customer to best leverage their ServiceNow investment. By providing expertise, content and support throughout the Customer’s ServiceNow lifecycle, the Enterprise Customer Success Package supports the Customer across the following focus areas:

- Strategy and Roadmap
- Value Management
- Governance
- Partner Strategy
- Implementation and Delivery Strategy
- Program Design and Enablement
- Environment and Platform Health
- Support Management
- Training and Education

The Enterprise Customer Success package is delivered by a ServiceNow resourced “Success Team” comprising of:

- A ServiceNow Success Architect (SA) assists the Customer, during the Service Period (as defined below), by providing expertise and advising on platform strategy and program governance to aid in the Customer’s platform adoption and strategic business outcome realization.

- A ServiceNow Platform Architect (PA) assists the Customer, during the Service Period (as defined below), in leveraging its ServiceNow investment by providing prescriptive guidance and technical governance advisory. The ServiceNow Platform Architect focuses on supporting the Customer to develop a strong technical foundation in the ServiceNow platform and proposals to drive the Customer’s strategic business outcomes.

- ServiceNow Expert Services Subject Matter Expert(s) will assist the SA and/or PA in executing identified activities across one or many of the focus areas as needed.

- ServiceNow Support Account Manager (SAM) serves as the primary liaison for the Customer, during the Service Period (as defined below), on support issues, provides reports on the health of the Customer’s instance, and assists in upgrade planning.
ServiceNow Enterprise Customer Success Package – Scope of Services and Activities

In delivering the success service components defined in this package, the “Success Team” will aid in the Customer’s platform adoption and strategic business outcome realization. Depending on the Customer’s stage in its ServiceNow lifecycle, the services (“Services”) focus will include (as mutually agreed) one or more of the following areas of scope and activities:

ServiceNow Success Architect (SA)
The ServiceNow Success Architect’s focus will include one or more of the following areas of scope and activities, referred to as focus areas:

- **Strategy and Roadmap**
  - Work with the Customer to develop and maintain a plan outlining the initiatives for how the ServiceNow platform can contribute to the Customer’s digital transformation strategy
  - Work with the customer to establish and maintain a roadmap, in order to provide recommendations and support to the Customer, for the adoption of new applications and application enhancements in relation to the agreed ServiceNow architecture and Customer priorities

- **Value Management**
  - Assist the Customer in envisioning, creating, validating, and championing target areas of business improvement opportunities with the ServiceNow platform
  - Assist the Customer in defining value realization criteria and providing industry benchmarks relating to ServiceNow that are aligned to the Customer’s provided priorities and business objectives. Value realization criteria may include:
    - Key performance indicators
    - Success criteria and risks
    - Adoption metrics

- **Governance**
  - Participate and contribute to program- and executive-level steering committee(s) in support of Customer’s business outcome realization
  - Participate in program governance to assist in evaluating new ideas and demands against platform suitability and priority
  - Assist with the design of a platform governance model including an organizational structure, decision-making framework, and a prioritization methodology for Customer priorities related to the ServiceNow applications and platform
  - Support the development of a platform operating model, including organizational structure, processes, and capabilities encompassing day-to-day operations, demand management, and project delivery of solutions on the ServiceNow platform
  - Provide guidance on the development of operating processes, playbooks and standard operating procedures

- **Partner Strategy**
• Provide guidance to enable the Customer to navigate ServiceNow’s partner segmentation framework, and provide assistance to the Customer’s strategy so that it supports its business priorities and desired outcomes
  o The partner segmentation framework is publicly available data that is structured to inform and recognize the various levels of partner specialism across the eco-system

• **Implementation and Delivery Strategy**
  • Collaborate with the Customer to develop an Implementation strategy and success plan leveraging ServiceNow and its partner ecosystem

• **Program Design and Enablement**
  • Review the Customer’s organizational readiness and provide guidance related to the Customer’s organizational change management strategy to support the Customers digital transformation program
  • Provide guidance related to the Customer’s resource enablement and certification plan for the ServiceNow platform

**ServiceNow Platform Architect (PA)**
The ServiceNow Platform Architect’s focus will include one or more of the following areas of scope and activities:

• **Governance**
  • Analyze and translate Customers business and technical requirements into a ServiceNow architectural blueprint to support the Customer’s established strategic objectives
  • Define, guide, and support the execution of the Customer’s technical governance processes
  • Work with the Customer to develop standards and good practices to support the Customer in maintaining its Customer’s ServiceNow architecture model
  • Work with the Customer to develop standards and good practices to support the Customer in maintaining the health of the ServiceNow platform
  • Collaborate on design and support Customers implementation of a platform operating model that improves likelihood of successful go-lives, end-user adoption, and ongoing support
  • Provide technical evaluation of demands against ServiceNow platform architecture, platform capabilities, and best practices

• **Environment and Platform Health**
  • Provide guidance on ServiceNow platform design, including recommendations for the Customers consideration on integration and performance;
  • Assess architecture and solution designs in context of the Customer’s identified business objectives, and provide suggestions to align with ServiceNow implementation best practices;
  • Offer guidance on prototyping and accelerating time from design to deployment;
  • Provide Technical guidance in platform development and platform-wide solutions;
• Provide technical guidance with respect to configuration and coding standards to the Customer and the Customer’s implementation resources
• Provide recommendations for the remediation of configurations that do not align to ServiceNow best practices
• Assess instance health as exhibited through health coding standards, data and configuration integrity performance, manageability, usability, scalability, upgradability, and security through conducting ServiceNow HealthScan

**Support Account Management (SAM)**
• Bi-weekly Operational Reviews
• Active Case, Problem, Change and Idea Management
• Escalation Oversight & Coordination
• Root Cause Analysis (RCA) Coordination and Review
• Quarterly Metric Reporting of Cases, Problems and Changes
• Monthly Availability Reporting
• Coordinated Product Discussions with Internal ServiceNow Teams
• Upgrade Planning & Oversight
• Upgrade Assistance Program (UAP) – For Qualifying Customers
• Comprehensive Platform Review (CPR) – For Qualifying Customers
• Weekly Performance Management with Formal Monthly Performance Recommendations
• Periodic Support Reviews – 2x onsite per year

**Support Account Management Activities**
The following are specific descriptions of each service activity:

<table>
<thead>
<tr>
<th>Key Activities</th>
<th>Description</th>
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<tbody>
<tr>
<td><strong>Operational Review</strong></td>
<td>Weekly or bi-weekly review of the Customer’s Cases, Problems, Changes, Ideas, and upcoming patching, release and upgrade information.</td>
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<tr>
<td><strong>Active Case, Problem, Change and Enhancement (IPCE) Management</strong></td>
<td>Management and analysis of a Customer’s cases with ServiceNow, maintenance of communication and updates with the Customer and ServiceNow.</td>
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<tr>
<td><strong>Escalation Oversight &amp; Coordination</strong></td>
<td>Priority assistance with ServiceNow resources and managed by the SAM. The SAM will manage escalated cases and account escalations for efficient resolution of issues.</td>
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<tr>
<td><strong>Root Cause Analysis (RCA)</strong></td>
<td>Management, development, review and delivery of an RCA for P1 cases based on a Customer’s specific requirements, including revision management and detail verification within RCA.</td>
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<tr>
<td><strong>Monthly Instance Performance Reporting</strong></td>
<td>Monthly report detailing the performance metrics and incidents from the Customer’s production instance.</td>
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<tr>
<td><strong>Quarterly Metric Reporting of all Incidents, Problems and Changes/Quarterly Support Reviews</strong></td>
<td>This report also provides the Customer with guidance on best practices to maintain good performance.</td>
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<tr>
<td><strong>Coordinated Product Discussions with Internal ServiceNow Teams</strong></td>
<td>Custom reporting delivered quarterly. The quarterly report (also referred to as ‘Quarterly Support Review’) includes service metrics, instance performance data, and upgrade and patch information.</td>
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<tr>
<td><strong>Upgrade Planning &amp; Oversight / Upgrade Assistance</strong></td>
<td>Schedule and facilitate meetings between the Customer and ServiceNow product owners to discuss roadmaps and planned functionality. The SAM will assist in aligning the Customer with ServiceNow product and functional experts to provide ServiceNow best practices.</td>
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<tr>
<td><strong>Comprehensive Platform Review (CPR)</strong></td>
<td>Review the Customer’s instance configuration to identify vulnerabilities, overview of known Problems in the upgraded version, provide performance comparisons and best practice overviews.</td>
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<td><strong>Performance Management &amp; Recommendations</strong></td>
<td>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.</td>
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<td><strong>Single Point of Contact for Support &amp; ServiceNow (Cloud) Activities</strong></td>
<td>Monthly report of key performance metrics related to a Customer’s production instance. The monthly report is a result of a weekly review and analysis of instance data against specific benchmarks. The report includes recommendations to improve instance performance and system response. The monitoring and delivery of information is based on the SAM Service package purchased. For specifics, refer to the ‘Defined SAM Packages’ table above.</td>
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**Training**

- Access to the Adoption Toolkit (change enablement templates and customizable process user training template sets) to give Customers a head start on the design and execution of their adoption program
- A 15% discount to be used toward the purchase of future ServiceNow training offerings
Required Customer Resources

The Customer will provide the following resources throughout the Service Period.
(Note that multiple responsibilities may be filled by the same Customer personnel).

<table>
<thead>
<tr>
<th>Customer Resource</th>
<th>Responsibilities</th>
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<tr>
<td>Executive Sponsor</td>
<td>Primary strategic contact for ServiceNow</td>
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<tr>
<td>Line of Business Service</td>
<td>ServiceNow service owners across all business and IT functions of the enterprise.</td>
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<tr>
<td>Owner(s)</td>
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<tr>
<td>Platform Owner</td>
<td>Individual responsible for managing the demand and resources related to the</td>
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<td>ServiceNow platform, maintaining the quality of service, and technical health of</td>
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<td>the ServiceNow platform</td>
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<tr>
<td>Technical Resource(s)</td>
<td>Resources with ServiceNow architecture and other technical experience to serve as</td>
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<td>technical points of contact</td>
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<td>System Administrators</td>
<td>Minimum of 2 system administrators must complete the ServiceNow administrator</td>
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<td>training course and be identified as points of contact</td>
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<td>Process Owner(s)</td>
<td>Subject matter experts responsible for the correct and complete definition of</td>
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<td>each of the processes implemented within the ServiceNow applications</td>
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Travel and Expenses

- The Enterprise Customer Success Package 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:
  - Up to 4 Onsite Visits to the Customer’s Domestic Location per year included. No travel and expense fees shall be incurred for the ServiceNow Customer Success Team Onsite Visits to the Customer’s Domestic Location.

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) The “Domestic Location” shall be the “Ship To” address as specified on the ordering document.
3) An “Onsite Visit” shall constitute a trip by the member of the ServiceNow Success 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.
4) 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.

**Offering Terms**

- Each order for ServiceNow’s Customer Success Packages shall be paid in advance and co-terminus with the Subscription Term (as defined in the agreement) 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. Any Services 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.
- ServiceNow will use commercially reasonable efforts to provide the ServiceNow Success Architect, Platform Architect, Expert Services SME(s) and Support Account Manager within sixty (60) days of the Service Period start date (“Service Period Start Date”).
- A ServiceNow Success Architect and Platform Architect will each provide the activities described herein an average of one (1) Business Day per week, where a Business Day is any eight (8) hour period between the hours of 8 a.m. and 6 p.m., Monday through Friday local time, excluding public and ServiceNow holidays. The distribution of activity days may be averaged across an annual term within the Customer’s applicable Service Period. The general schedule of activity days shall be mutually agreed by the Customer and ServiceNow.
- The Services are provided in English.
- ServiceNow does not guarantee that certain designated ServiceNow personnel will be assigned to the Customer’s account. The ServiceNow Success Architect, Platform Architect, Support Account Manager, and Expert Services SME(s) shall be scheduled based on resource availability. ServiceNow may replace or re-assign its personnel upon notification to the Customer.
- If ServiceNow Success Architect, Platform Architect, Expert Services SME(s) or Support Account Manager activities 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 ServiceNow Enterprise Customer Success Package.
- Customer in self-hosted environments are required to provide 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 has provided remote admin access to the ServiceNow delivery consultants to the Customer’s ServiceNow sub-production instances.
- Notwithstanding anything to the contrary in the Agreement or an ordering document and in the event this offering utilizes ServiceNow’s instance scanning technology (“HealthScan”) to provide the Services to the Customer hereunder, Customer acknowledges and agrees that ServiceNow may transfer certain Customer Data (as defined in the Agreement), which may contain certain Personal Data, necessary for the performance of the Services in this offering through 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.
Program Exclusions

- ServiceNow’s Enterprise Customer Success Package does not include implementation, configuration, or staff augmentation Services, and the Customer’s entitlements hereunder do not include any or Subscription Service use rights.

- Customers hosted in ServiceNow’s FedRAMP datacenter are excluded from the configuration review aspect of this Service.

- Certain offerings may be limited for Customers hosted in ServiceNow’s FedRAMP datacenter, Customers in self-hosted environments, or managed service providers (except for their internal use).
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, sublicensable, 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.

Enterprise Customer Success Packages Terms and Conditions

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 in 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 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. 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 Enterprise 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 ENTERPRISE CUSTOMER SUCCESS PACKAGE FEES SHALL EXPIRE IN THEIR ENTIRETY UPON CONCLUSION OF THE SERVICE PERIOD WITH NO FURTHER CREDIT OR REFUND AND SHALL HAVE NO VALUE THEREAFTER.