

PROFESSIONAL SERVICES GUIDE

1. PROFESSIONAL SERVICES

1.1. **STATEMENTS OF WORK.** ServiceNow will perform Services specified in statements of work ("**SOW**") entered into between the parties from time to time and which are incorporated into and made a part of the Agreement. If no SOW is written for Services, then unless otherwise provided on the Order Form: (i) the Services shall be time and materials at ServiceNow's standard rates; and (ii) ServiceNow's reasonable, actual travel and incidental expenses in performing the Services shall be reimbursed by Customer. ServiceNow may delegate its performance of Services to a third party, and ServiceNow shall remain responsible for any such subcontractor's performance.

1.2. **DELIVERABLES.** "**Deliverable**" means any deliverable specified in the SOW that is created for Customer in the performance of the Services. As between the parties, ServiceNow assigns to Customer all rights, title and interest, in and to the Deliverables; provided, however, that such assignment does not include any ServiceNow Core Technology. Customer will not receive any rights for any Deliverables for which it has not paid in full. "**ServiceNow Core Technology**" means (a) ServiceNow technology, methodologies and intellectual property (including, without limitation, product(s), software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects and documentation (both printed and electronic)) existing at the Effective Date or otherwise arising outside of work under the SOW, (b) any derivatives, improvements, enhancements or extensions of the foregoing conceived, reduced to practice, or developed during the term or in performance of the SOW, and (c) any intellectual property anywhere in the world relating to any of the foregoing. To the extent (if at all) any ServiceNow Core Technology is incorporated into the Deliverables, ServiceNow grants to Customer a non-exclusive, royalty-free, worldwide license to use the ServiceNow Core Technology solely in order to use the Deliverables as contemplated under the Agreement during the Subscription Term. Nothing will be deemed to restrict or limit ServiceNow's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party.

1.3. **SERVICES WARRANTY.** ServiceNow represents and warrants that the Services will be performed in a professional and workmanlike manner in accordance with accepted industry standards and practices. The Services will comply with all material requirements set forth in the applicable Order Form and SOW, if any. If ServiceNow fails to comply with the foregoing warranty, ServiceNow shall use commercially reasonable efforts to re-perform the Services in full conformance with the warranty requirements set forth in this Section, and if ServiceNow is unable to do so then Customer may terminate the Services and receive a refund of any prepaid amounts for unperformed Services. THIS SECTION REPRESENTS SERVICENOW'S SOLE OBLIGATION AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO THE WARRANTY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTY, THE SERVICES ARE PROVIDED AS-IS, WITH NO OTHER WARRANTY WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

1.4. **TERM AND TERMINATION.** The non-breaching party may terminate the applicable SOW by giving the breaching party thirty (30) days written notice of such breach, unless the breach is cured within the notice period. Any such termination may be limited to one or more SOWs (and, if the termination is for a party's breach with respect to a specific SOW, it must be so limited to the applicable SOW), in which case, the consequences of termination will be limited to the subject matter of that SOW. Furthermore, a breach of the obligations for Services shall not, by itself, constitute a material breach of the Agreement entitling either party to terminate the Agreement.

1.5. **PRECEDENCE.** To the extent any terms and conditions contained in an SOW conflict with any terms and conditions of this Agreement, the terms and conditions of this Agreement shall control unless the SOW expresses an intent to control with respect to the Services provided under such SOW.