

PRODUCT GUIDE

1. AUTHORIZED USE

1.1. **USERS.** Customer authorizes **“Users”** to access the Product, each with a unique username and password that may not be shared or transferred, and designates to some a named level of access or functionality defined by Customer (a **“Role”**). Users with a Role are **“Process Users”**. A Role is not required for Users to: (i) create a task; (ii) check on the status of a task the User created; (iii) shop a service catalog; or (iv) view knowledge articles, reports and other general published information. Customer shall limit the number of Process Users to the number ordered.

1.2. **SERVERS.** Customer shall limit the number of Discovery Servers and RBA Servers managed through *ServiceNow Discovery* and *Runbook Automation* to the number ordered. A **“Discovery Server”** is a non-virtual machine configured as a server. An **“RBA Server”** is a physical or virtual machine configured as a server upon which a task is performed as a step in a process or procedure automated by *Runbook Automation*.

1.3. **CUSTOMER SAFEGUARDS.** Customer shall be responsible for: (i) protecting User names and passwords and preventing and notifying ServiceNow of unauthorized use; (ii) all Customer Data; and (iii) using the Product lawfully, in compliance with the Agreement and solely for its internal IT service management applications and not other purposes. If Customer exceeds its permitted use of the Product, it will regain compliance within 30-days by: (i) disabling un-permitted use; (ii) purchasing additional Product subscriptions; or (iii) taking other steps reasonably requested by ServiceNow. ServiceNow may review Customer’s use of the Product, and Customer shall provide other reasonable assistance, to verify Customer’s compliance with the Agreement.

2. SUPPORT GUIDE

2.1. **SUPPORT.** During the Subscription Term, ServiceNow shall use reasonable efforts to resolve Defects in the Product (**“Support”**) for no additional charge for production instances of the current release of the Product and the two prior releases (**“Supported Versions”**) except for problems known to be resolved by upgrading. Support does not include: implementation services; configuration services; integration services; custom software development; modifications to the Product outside the scope of a Defect remedy; training; or assistance with administrative functions or other Services. Prior to submission of any Support request, Customer is encouraged to consult the official Product specifications at <https://wiki.service-now.com/> or any successor site (**“Documentation”**) to determine if the support issue has been addressed.

2.2. **REQUESTS.** Customer may request Support for a problem causing the Product to not conform to the Documentation (**“Defect”**) at the online portal <https://hi.service-now.com/> or any successor site. Customer assigns a priority level, and ServiceNow will respond to the Support request in the time frames below.

	Production Instance Response Time	Non-Production Instance Response Time
Availability Defect	P1 30 minutes per 24 x 7 x 365	P2 2 hours per 24 x 7 x 365
Critical Defect	P2 2 hours per 24 x 7 x 365	P3 12 hours per 24 x 5, excluding holidays
Non-Critical Defect	P3 12 hours per 24 x 5, excluding holidays	P4 24 hours per 24x5, excluding holidays
Other	P4 N/A	P4 N/A

The priority level will be assigned by these guidelines: **“P1”** is a production instance of the Product not Available; **“P2”** is a non-production instance not Available or a Defect in a critical function of a production instance; **“P3”** is a production instance Defect that is not a P1 or P2 request or a Defect in a critical function of a non-production instance; and **“P4”** is a Defect that is not a P1, P2 or P3 request.

2.3. PLANNED DOWNTIME. ServiceNow may perform maintenance during which the Product will be unavailable for up to 2-hours per month ("**Planned Downtime**"). Whenever possible, ServiceNow will give at least 5-days notice of Planned Downtime by email to Customer's email accounts registered in the support portal, and it will be scheduled as much as practical for Customer's non-core business hours. ServiceNow may not be able to accommodate requests to delay or reschedule Planned Downtime.

2.4. UPGRADES. "**Upgrades**" are modifications to the Product for repairs or enhancements and are provided to Customer at no additional fee during the Subscription Term. ServiceNow determines how and when to develop and release any Upgrade. ServiceNow has the discretion to provide new functionality as an Upgrade or as different software or service for a separate fee.

2.5. AVAILABILITY SERVICE LEVEL. If the production instances of the Product are not Available 99.8% of the time in a calendar month, and Customer is running on a Supported Version, Customer's sole remedy is to request either a service credit or an extension of the Subscription Term, in each case equal to the dollar value (at Customer's subscription rate) of the number of minutes the Product was not Available in excess of the foregoing percentage. Customer must request all service credits or extensions in writing to ServiceNow within 30 days of the end of such month, identifying the Support requests relating to the unavailability. The credit may be applied against the next Product invoice. The total amount of service credits or extensions for any month may not exceed the subscription fee for the affected Product for the month, and has no cash value. "**Available**" means that the Product can be accessed by Customer via a secure password protected site(s) hosted by ServiceNow on the world wide web except for: (i) Planned Downtime; and (ii) downtime caused by circumstances beyond ServiceNow's control, including without limitation, Customer modifications, events of Force Majeure, general Internet outages, failure of Customer's infrastructure or connectivity, computer and telecommunications failures and delays not within ServiceNow's control, and network intrusions or denial-of-service attacks, provided ServiceNow has implemented commercially reasonable measures to mitigate or prevent such an attack or intrusion.

2.6. CONFORMANCE WARRANTY. The Product will materially conform to the Documentation. ServiceNow's obligation for this warranty shall be to use reasonable efforts to modify the Product so that it conforms with the Documentation. For a persistent unresolved breach, Customer may request that ServiceNow develop a remedial plan including timetable ("**Recovery Plan**"). Should ServiceNow fail to implement the agreed Recovery Plan, Customer shall have the right to terminate the Order From with respect to the affected Product, and receive a pro-rata refund of the prepaid Product subscription fees covering the remainder of the Subscription Term after the date of termination. Customer shall have submitted a request for technical support to make a warranty claim. This warranty set forth in this Agreement shall be Customer's sole remedy for any failure of the Product to conform to the Documentation.

2.7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES STATED IN THIS AGREEMENT, SERVICENOW MAKES NO REPRESENTATION, EXPRESS, STATUTORY OR IMPLIED, AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, PERFORMANCE OR ACCURACY OF THE PRODUCT OR ANY RELATED PRODUCT OR SERVICE. WITHOUT LIMITING THE FOREGOING, SERVICENOW MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

2.8. SOFTWARE. ServiceNow may provide software products ("**Software**") for use in connection with the Product. Any Software is licensed and not sold, and ServiceNow grants Customer a limited, personal, non-sublicensable, non-transferable, non-exclusive license to use the Software only for Customer's internal use with the Product during the Subscription Term and only in accordance with the Documentation.

2.9. OWNERSHIP; GRANT OF RIGHTS. As between ServiceNow and Customer, all rights, title, and interest in and to all intellectual property rights in the Product, Documentation and Software are owned exclusively by ServiceNow. Except as provided in this Agreement, ServiceNow does not grant Customer any rights, express or implied, or ownership in the Product, Documentation, Software or any intellectual property rights. ServiceNow shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to use or incorporate into the Product, Documentation, Software and Services any suggestions, enhancements, recommendations or other feedback provided by Customer and its users relating to the Product, Documentation, Software or Services.

2.10. **RESTRICTIONS.** Customer shall not (or permit others to): (i) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, or time share the Product, Documentation or Software or make it available in the manner of a service bureau; (ii) create derivative works based on the Product, Documentation or Software; (iii) disassemble, reverse engineer or decompile the Product or Software; (iv) access the Product, Documentation or Software in order to build a competing product or service; (v) use or send viruses or other harmful computer code; (vi) interfere with the integrity of the Product or its data; or (vii) use or distribute material protected by copyright or other intellectual property right (including the right of publicity and/or privacy) without first obtaining the permission of the owner.

2.11. **CUSTOMER DATA.** Following the end of the Subscription Term, Customer shall have 45-days to request a copy of its data submitted by users to the Product ("**Customer Data**") and, if requested, ServiceNow shall use commercially reasonable efforts to provide a copy of that data within 15 days in a mutually agreed upon, commercially standard format at no cost to Customer unless it is determined that the data output is not routine in which case the parties shall mutually agree on an SOW for Services. After such 45-day period, ServiceNow shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, retain the right to delete all Customer Data in its systems or otherwise in its possession or under its control.

2.12. **FEDERAL GOVERNMENT.** All ServiceNow software is commercial computer software and all services are commercial items. "Commercial computer software" has the meaning set forth in Federal Acquisition Regulation ("FAR") 2.101 for civilian agency purchases and the Department of Defense ("DOD") FAR Supplement ("DFARS") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the services are acquired by or on behalf of a civilian agency, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this commercial Master Ordering Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the services are acquired by or on behalf of any agency within the DOD, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this commercial Master Ordering Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software or technical data.

2.13. **ENGLISH.** All Support will be provided in the English language unless agreed otherwise. The parties confirm that they have requested that the Master Ordering Agreement and all related documents be drafted in English at the express wishes of the parties. Les parties ont exigé que le présent contrat et ServiceNow les documents connexes soient rédigés en anglais selon la volonté expresse des parties.