

Overview

ServiceNow Remote Administration Services provide access to certified consultants who provide technical guidance and remote services to help maintain and enhance Customer's implementation of ServiceNow applications and platform.

Services

- **Guidance Activities:** Guidance and advice on technical configuration alternatives and answering "how to" questions. ServiceNow can take Customer-developed use cases and generate technical configuration specifications for the implementation.
- Enhancement Activities: Technical configuration services for Customer- or third-party-led implementation projects to deploy additional functionality of ServiceNow applications and platform to meet Customer-defined needs.
- Maintenance Activities: Perform day-to-day administration work and provide observations regarding current configurations against best practices.
- Engagement Activities: Lead planning activities, maintain and execute mutually agreed-to plans
 to complete technical requests, allocate appropriate resources from ServiceNow, and act as a
 single point of contact. Facilitate status calls to track the technical request progress as
 necessary.



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Task	Example Technical Request Types Available				
ACE Report	Request an ACE scan	 Remediate issues identified by the ACE report as agreed to by Customer and ServiceNow 			
Content Management System (CMS)	 Configure CMS templates Configure custom CMS interface Configure the Self-Service Catalog in CMS 	 Tailor out-of-the-box CMS templates (themes and logos) 			
Email	 Configure events and email notifications Configure inbound email actions 	 Configure labels and views Reference information from other records 			
Form Administration	 Add and modify Service Catalog items (requests) Configure form sections 	 Add reference fields Add related lists Personalize forms 			
Integrations	 Configure ServiceNow-side LDAP Configure ServiceNow-side Okta SSO Configure ServiceNow-side HP Open View Operations (OVO) 	 Configure ServiceNow-side HP Operations Orchestration (OO) Configure ServiceNow-side for other integrations 			
Localization	Configure localesConfigure time zones	Add languagesAdd currency			
Managing Data	 Import data using import sets and transforms Configure users, groups, companies, locations, departments, etc. 	 Configure group on call rotation Configure CMDB Create update sets for changes 			
Navigation and UI Configuration	Configure applications and modulesConfigure CSS theme	Configure UI Actions			
Reports	 Configure homepages and gauges Configure public reports 	 Configure reports Configure service level agreements (SLAs) and operational level agreements (OLAs) 			
Security	Configure access control list (ACL) rules Configure contextual security	Configure role delegation			
Workflow	Configure approval activitiesConfigure rollback activitiesSet conditions for activities	Configure notification activities			
Remote Services	 Assist with cloning activities Configure business rules Request for ServiceNow documentation Provide upgrade assistance 	 Provide go-live assistance Provide cursory evaluation of Customer instance Update designated requestor(s) 			

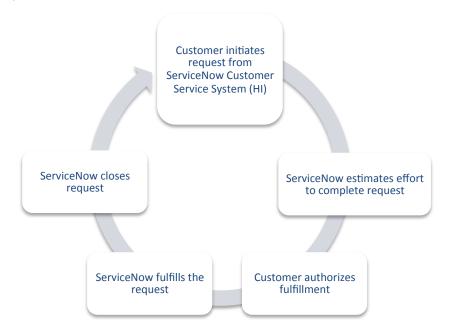
Process

Once the Remote Administration Services are initiated and the two (2) personnel designated by Customer to use the service ("Designated Requesters") are trained on its use, the Designated Requesters can initiate a request for the service. ServiceNow will use reasonable efforts to provide an estimate of the hours required to complete the request within two (2) business days after receiving the



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request. Hours are updated as they are used. After Customer has confirmed completion, ServiceNow will close the request.



Prerequisites

Customer must complete and maintain the following in order for the service to begin and continue:

- Customer's production and sub-production instances must be remotely accessible by ServiceNow. Customer shall provide any required remote access technology for instances with IP filtering at Customer's cost.
- Customer (and Designated Requestors) must have access to the ServiceNow Customer Service System (HI) and have active user accounts.
- Customer shall assign and communicate to ServiceNow the names of the two (2) Designated Requesters.
- ServiceNow will plan and coordinate a kickoff meeting for the service package ordered as well as
 meetings to facilitate planning activities deemed necessary to complete technical requests.
 These hours used to manage the Remote Administration Services will be deducted from the
 remaining balance.
- Customer shall assign and communicate to ServiceNow the names of two (2) Designated Requesters who are authorized to contact ServiceNow and are responsible for making requests for service and confirming completion of the requested work.

Service Exclusions

• No Orchestration implementation or configuration



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- No Discovery implementation or configuration
- No ServiceWatch implementation or configuration
- No project management roles in project-based implementation
- Remote Administration Services are not available to: (i) Customers not hosted in a ServiceNow data center; or (ii) Customers requiring security clearance.
- Remote Administration Services are provided in English only on Monday through Friday:
 - Americas 8 AM EST to 5 PM PST;
 - Europe/Middle East/Africa 9 AM to 5:30 PM GMT;
 - Asia-Pacific 7 AM to 4 PM UTC+8, 8 AM to 5 PM JST, 10 AM to 7 PM AEDT;

each except for national and local public holidays in which the Services Provider in located.

ServiceNow does not guarantee that certain designated ServiceNow personnel will be assigned
to Customer's account. ServiceNow may at any time subcontract or delegate in any manner any
or all of its obligations hereunder to any third-party.

Monthly Service Packages

The following monthly service packages are available:

Monthly Service Package Options					
Hours per month	10	20	40	80	
Rollover hours (maximum unused hours available from previous month)		10	20	40	

Monthly Service Program Terms

- Each order shall be paid in full in advance and must be for a minimum of three (3) months of service ("Service Period").
- Customer may purchase 10, 20, 40 or 80 hours of service per month.
- For each month of paid service, Customer may carry over no more than fifty percent (50%) of the purchased and unused hours from the previous month (as stated above in the row "Maximum unused hours available from previous month" as applicable to their current service package status).
- Customer may not use the purchased hours from the next subsequent month to pay for the service provided in the current month.
- Customer may upgrade to a different available monthly service level during the Service Period
 and pay the difference in service fees. A credit will be calculated for the purchased and unused
 number of hours. Customer will then be enrolled under the new service level for at least three
 (3) months of service starting from the next subsequent billing period. Customer may not
 change to a lower service level after purchase.

OnDemand Program Terms



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- Each order for OnDemand Remote Administration Services must be for a minimum of 40 hours of service ("Service Period").
- Each order shall be paid in advance and is valid for twelve (12) months from the date on which ServiceNow starts performance of the services ("Start Date").
- OnDemand Remote Administration Services shall be deemed completed by Customer with no further obligation by ServiceNow upon Customer using all of the hours purchased or twelve (12) months from the Start Date, whichever occurs first.
- Remaining OnDemand hours cannot be rolled over to another Remote Administration service package.

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.

LIMITED PROFESSIONAL SERVICES WARRANTY. ServiceNow warrants that the Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements set forth in this Service Description. Customer shall notify ServiceNow in writing of any breach within thirty (30) days after performance of the nonconforming Services. Upon receipt of such notice, ServiceNow, at its option, shall either use commercially reasonable efforts to re-perform the Services in conformance with these warranty requirements or shall terminate the affected Services and refund to Customer any amounts paid for the non-conforming Services. This Section sets forth Customer'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 SERVICES 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 SERVICES AND ANY ACCOMPANYING DELIVERABLES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR.

<u>LIMITATIONS OF LIABILITY</u>. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS SERVICE DESCRIPTION OR THE SERVICES



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PROVIDED HEREUNDER WHETHER BY CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICES 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) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED FOR SERVICES PROVIDED HEREUNDER OR TAXES APPLIED THERETO.

EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER 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

Customer agrees to pay the total fee amount on the related Order Form. ServiceNow will provide the services as described herein limited to those ordered on the Order Form: (i) if Customer is purchasing directly from ServiceNow, on the terms and conditions in the Order Form and the underlying master agreement executed by the parties, if any ("Agreement"); or (ii) if Customer is purchasing from a ServiceNow authorized reseller ("Reseller"), on 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/schedules.do. 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. THE SERVICE PERIOD BEGINS ON THE START DATE. CUSTOMER MUST CHOOSE A START DATE AT THE TIME OF EXECUTION OF THE ORDER FORM, AND THE START DATE MUST BE WITHIN SIX (6) MONTHS OF THE EFFECTIVE DATE OF THE ORDER FORM. IF CUSTOMER DOES NOT CHOOSE A START DATE AT THE TIME OF EXECUTION OF THE ORDER FORM, THE DEFAULT START DATE WILL BE SIX (6) MONTHS FROM THE ORDER FORM EFFECTIVE DATE. CUSTOMER MAY CHOOSE A NEW START DATE SOONER THAN THE ORIGINAL START DATE, BUT CUSTOMER MAY NOT CHOOSE A NEW START DATE LATER THAN THE ORIGINAL START DATE. ANY PURCHASED AND UNUSED SERVICES SHALL EXPIRE WITH NO FURTHER CREDIT OR REFUND AND SHALL HAVE NO VALUE THEREAFTER. SERVICES NOT SPECIFICALLY IDENTIFIED AS INCLUDED IN THIS SERVICE DESCRIPTION ARE NOT INCLUDED IN THIS OFFERING.