

## ServiceNow Express to ITSM Upgrade Service

### Overview

ServiceNow Express to ITSM Upgrade assists existing ServiceNow Express customers in utilizing the additional features and functionality of ServiceNow ITSM through an upgrade process. ServiceNow Express to ITSM Upgrade provides best practice advice and guidance, while performing the necessary activities required to upgrade the customer's Express instance to ITSM.

Via knowledge transfer sessions with the customer's support teams (and their partners if applicable), ServiceNow Express to ITSM Upgrade guides customers in understanding some of the key new features in ITSM and how to take advantage and manage them, and reviews key differences between an Enterprise instance that is out-of-the-box versus one that has been upgraded from Express.

### ServiceNow System Administrator

Prior to the initiation of the project, the customer shall designate a ServiceNow System Administrator who will participate in all upgrade activities and coaching sessions. The coaching sessions are the primary mechanism for knowledge transfer, and for configuration decision making. ServiceNow strongly recommends that the ServiceNow System Administrator has completed ServiceNow system administration training (training sold separately). The ServiceNow System Administrator shall commit at least ten (10) hours to the activities required of the Customer during the upgrade process.

### Package Activities

ServiceNow will perform the following activities:

Essentials Activities	Description
<b>Upgrade process kickoff</b>	<ul style="list-style-type: none"> <li>• A working session to introduce the team responsible for upgrading ServiceNow Express to ITSM.</li> <li>• Overview of ServiceNow Express to ITSM support and the documentation available.</li> <li>• Review key differences between an Enterprise instance that is out-of-the-box vs one that has been upgraded from Express.</li> <li>• ServiceNow strongly recommends that any system administrators, partners, or resources that will be developing on the new ITSM instance attend this kickoff.</li> </ul>
<b>Sub-Production upgrade process</b>	<ul style="list-style-type: none"> <li>• Create a sub-production instance from the Express production instance.</li> </ul>

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	<ul style="list-style-type: none"> <li>The sub-production instance is for the ITSM version of the platform for which Customer has purchased use rights.</li> </ul>
<b>Sub-Production technical and functional validation</b>	<ul style="list-style-type: none"> <li>Validate the upgrade using the sub-production instance.</li> <li>Complete an initial technical and functional validation for all implemented applications and processes.</li> <li>Customer must complete a final platform validation.</li> </ul>
<b>Knowledge transfer session 1</b>	<p>Knowledge transfer session will provide an overview of:</p> <ul style="list-style-type: none"> <li>Platform Features</li> <li>Enhancements to Existing application</li> <li>Key topics may include: <ul style="list-style-type: none"> <li>Workflow</li> <li>Security</li> <li>Scripting</li> </ul> </li> </ul>
<b>Knowledge transfer session 2</b>	<ul style="list-style-type: none"> <li>Knowledge transfer session will provide an overview of: <ul style="list-style-type: none"> <li>Platform maintenance</li> <li>Guidance on optimizing current implementation</li> <li>Platform Governance</li> </ul> </li> <li>Key topics may include: <ul style="list-style-type: none"> <li>Using update sets</li> <li>Upgrades</li> </ul> </li> </ul>
<b>Completion</b>	<ul style="list-style-type: none"> <li>Customer verifies sub-production instance prior to upgrading to a live ITSM instance.</li> <li>Upgrade production from Express to ITSM at time coordinated with customer</li> <li>ServiceNow identifies additional services are needed to help support the customer's business objectives. These could include: <ul style="list-style-type: none"> <li>Additional products available in ServiceNow ITSM</li> <li>Future enhancements</li> <li>Additional training</li> <li>Deeper review of product features and applications</li> </ul> </li> </ul>

### ServiceNow Provided Resources

ServiceNow will provide the following resources for the review. The same personnel may fill multiple responsibilities:

ServiceNow resource	Responsibilities
<b>Remote Services Consultant</b>	<ul style="list-style-type: none"> <li>Remotely run the kick-off and coaching sessions via WebEx</li> <li>Perform the upgrade as detailed above</li> </ul>

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ServiceNow may at any time subcontract or delegate in any manner any or all of its obligations hereunder to any third-party. ServiceNow does not guarantee that certain designated ServiceNow personnel will be assigned to the customer's account. ServiceNow may engage its own ServiceNow Professional Services employees from its Global Services resources in completion of these Packaged Services.

### Prerequisites

The package requires the customer's active participation and coordination for project success. The following requirements must be met. Delay by Customer with respect to the below items may cause delay or preclude ServiceNow's ability to provide the Services:

- The customer must have an existing ServiceNow Express instance.
- The customer must have purchased ServiceNow ITSM.
- Configuration activities are limited to those that mirror the current ServiceNow Express instance.
- The customer must provide at least one resource that will continue the administration and configuration of ServiceNow ITSM, who will attend the coaching sessions. ServiceNow strongly recommends that the ServiceNow System Administrator has completed ServiceNow system administration training (training sold separately).
- The customer must promptly provide the necessary decisions.
- The customer must provide a user account with the 'admin' role to the ServiceNow consultant, on the ServiceNow Express and ITSM instances running Geneva or later.

Before ServiceNow can begin the Express to ITSM Upgrade, the following prerequisite tasks must be completed:

- The customer shall provide access to the customer's ServiceNow production instances to the delivery consultants.
- The customer must have access to the ServiceNow customer support system (Hi).

### The following services are not provided:

- Data collection.
- All data normalization, modification, cleansings and alteration before, during and after upgrading.
- Unit, performance, security, integration or any other testing.
- End user training.
- Services not expressly stated herein.

All services provided under this Packaged Service are provided remotely.

## 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, sub-licensable, 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 non-conforming 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.

**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 SERVICES 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 Packaged 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 ("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. 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 IN THIS DOCUMENT. ANY UNUSED SERVICES SHALL EXPIRE WITH NO FURTHER CREDIT OR REFUND AND SHALL HAVE NO VALUE THEREAFTER.