

ITOM Managed Support Services

Overview

ServiceNow ITOM Managed Support Services (“Managed Support Services”) provide the customer access to ServiceNow consultants who provide technical guidance and remote services to help maintain and enhance the customer’s implementation of ServiceNow Service Mapping, Discovery, Event, and Orchestration (the “ITOM Applications”). Such Services may be performed by a ServiceNow partner (“Partner”).

Services

- **Mentoring Activities:** Guidance and advice on technical configuration alternatives and answering “how to” questions pertaining to the ITOM Applications. During maintenance, enhancement, or upgrade activities, ServiceNow can engage the customer so that they gain knowledge and experience in performing ServiceNow ITOM-related technical tasks.
- **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 as they pertain to the ITOM Applications.
- **Maintenance Activities:** Perform day-to-day administration work and provide observations regarding current configurations of the ITOM Applications 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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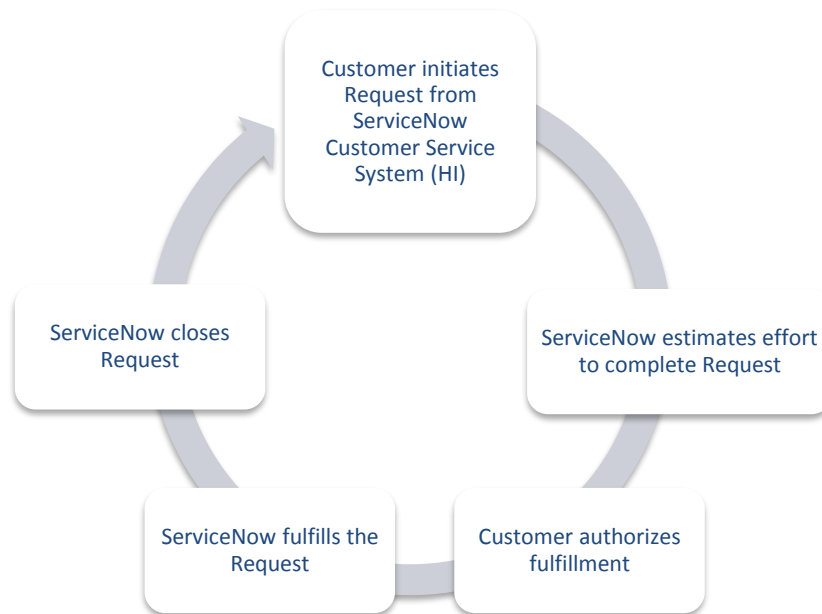
Service Description – May 2017

Discrete Services	Example Tasks or Items Associated to Service	
Service Map Update	<ul style="list-style-type: none"> • Identification of new pattern updates (typically in major ServiceNow releases) and correlation to customer patterns • Identification via Change Management records of patterns impacted by changes in customer environment 	<ul style="list-style-type: none"> • Review with customer the benefits, effort estimate, and impact of updating existing patterns • Upon customer approval, update patterns
Service Map Creation	<ul style="list-style-type: none"> • Identification of entry points and business service Subject Matter Experts • Definition of credentials • Collect information if needed • Optional mentoring: have designated customer receive guidance and knowledge transfer during map creation 	<ul style="list-style-type: none"> • Manage IP of load balancers • Gather and analyze other security considerations • Initiation of Discovery and ongoing mapping for each discovered component
Discovery Expansion	<ul style="list-style-type: none"> • Implement and deploy new or modified schedules to access identified IP ranges in growth • Extend probes and sensors to meet local needs 	<ul style="list-style-type: none"> • Implement and deploy new or modified schedules to access identified IP ranges during datacenter re-alignment
Reports	<ul style="list-style-type: none"> • Configure homepages and gauges • Configure public reports 	<ul style="list-style-type: none"> • Configure reports • Configure service level agreements (SLAs) and operational level agreements (OLAs)
ITOM Operational Effectiveness Consultation	<ul style="list-style-type: none"> • ITSM consulting service to ensure ITOM deployments are being correctly leveraged in Change and Incident Management processes 	<ul style="list-style-type: none"> • ITOM specialist consulting service to review in-depth usage of ITOM functions with larger groups of end users (remote session)
Operation Support	<ul style="list-style-type: none"> • Contact ITOM support staff for assistance with troubleshooting and resolving issues 	<ul style="list-style-type: none"> • Request mentorship

Discrete Services Request Process

Once the Managed Support 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 Managed Support Services tasks (a “Discrete Services Request”). ServiceNow will use reasonable efforts to provide an estimate of the hours required to complete the Discrete Services Request within two (2) business days after receiving the Discrete Services Request. Hours are updated as they are used. The Request will also contain whether customer mentoring is requested during completion of the technical task. In the case mentorship is requested, Customer and ServiceNow will agree to a schedule where Customer resources are available to receive mentorship from ServiceNow during performance of the Request. Mentorship will consist of a shared session (voice and screen sharing), where the ServiceNow technical consultant will explain to the Customer the steps required to do the task, as well as best practice tips and answering questions the customer may have regarding the activity. Mentoring an activity typically

takes longer than if ServiceNow were to perform the task without a mentoring component, and therefore will increase the number of hours used for the task. Upon completion of the request ServiceNow will notify the customer to verify the request was completed. If customer deems the request is not completed or has follow-up questions, Customer shall send notification to ServiceNow, and ServiceNow will schedule time to review the request and agree upon necessary remediations. If, within two (2) business days of ServiceNow notifying the customer of the completion of the Discrete Services Request, the customer has not responded, ServiceNow will close the Discrete Services Request.



Scheduled Operational Support Process

In addition to the Discrete Services outlined above, ServiceNow may provide repeatable, scheduled activities ("Scheduled Activity Request") as mutually agreed by ServiceNow and the customer. These activities may be undertaken on a daily, weekly, or monthly basis, and generally fall into one of two categories:

- Regular maintenance of technical systems (either reactive based on errors captured in logs, or proactive)
- Reporting services designed to provide visibility and enhance uptake of the deployed ITOM systems ("Operational Effectiveness")

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Scheduled Activity	Example Scheduled Activities Available	
Service Mapping Daily Review of Error Logs	<ul style="list-style-type: none"> Review and Resolve connections issues Review and resolve unreachable hosts 	<ul style="list-style-type: none"> Troubleshoot system access errors (Authentication)
Discovery Daily Review of Error Logs	<ul style="list-style-type: none"> IP access issues (routing or IP access challenges) Identify unclassified network gear, extend classifiers as required for newly discovered items 	<ul style="list-style-type: none"> Compute system access errors (Authentication troubleshooting)
CMDB Upkeep	<ul style="list-style-type: none"> Identify applications that have not been discovered in 'x' number of days Health check reviews of existing schedules and their impacts on data quality and expected device returns 	<ul style="list-style-type: none"> Assess and recommend unused application CMDB disposal options If a CMDB lifecycle in place identify any gaps in data quality to help achieve those goals
Patch and Upgrade Readiness	<ul style="list-style-type: none"> Review upcoming patch and major release notes Preparation work and identification of potential issues 	<ul style="list-style-type: none"> In consultation with the customer, implement any changes in ITOM applications necessary due to upgrade path
Scheduled Reporting	<ul style="list-style-type: none"> Mean Time to Resolve Mean Time to Detect Cause (requires configuration by customer) 	<ul style="list-style-type: none"> Service Outages Caused by Change (requires configuration by customer)

Scheduled Activity Request Process

Once the Managed Support Services are initiated and the two (2) personnel designated by Customer to use the service ("Designated Requesters") are trained on its use as specified in the Discrete Services Request Process, the Designated Requesters can initiate a request to have a Scheduled Activity enabled ("Scheduled Activity Request"). ServiceNow will use reasonable efforts to provide an estimate of the hours required to initiate the Scheduled Activity within (2) business days after receiving the Scheduled Activity Request.

Once started, the Scheduled Activity will be repeated on the agreed-upon frequency (daily, weekly, monthly, or quarterly) without further request from the customer, and draw upon weekly service package hours to perform the tasks. Like Discrete Services Requests, Scheduled Activities can be requested to include a mentoring component. In this case, Customer and ServiceNow will agree to a schedule where Customer resources are available to receive mentorship from ServiceNow during performance of the Scheduled Activity.

To cancel a Scheduled Activity the customer must submit a request a minimum of two (2) business days in advance of the next Scheduled Activity performance date.

Monthly Service Packages

The following monthly service packages are available:

Monthly Service Package Options			
Hours per month	40	80	160
Maximum hours per week	15	30	60

- 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 40, 80, or 160 hours of service per month.
- Hours available from one week cannot be carried over to subsequent weeks.
- Customer may upgrade to the higher monthly service package option 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 downgrade to a lower service level after purchase during the active Service Period.

Prerequisites

Customer must complete and maintain the following in order for the Managed Support Services to commence and continue:

- Customer’s production and sub-production instances must be remotely accessible by ServiceNow and the appointed ServiceNow Partner (if any). Customer shall provide any required remote access technology for instances with implemented third party security or other access restrictions.
- Customer (and Designated Requestors) must have access to the ServiceNow Customer Service System (HI) with active user accounts.

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- 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 Managed Support Services will be deducted from the customer's 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.

Service Exclusions

- Managed Support Services do not include project management roles in project-based implementation.
- Managed Support Services are not available to: (i) Customers not hosted in a ServiceNow data center; or (ii) Customers requiring security clearance.
- Managed Support 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 (Australia+New Zealand) 8AM to 5PM AEST;
 - Asia-Pacific (other countries) 7 AM to 4 PM UTC+8, 8 AM to 5 PM JST
 each except for national and local public holidays in which the Services Provider is 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.

Program Terms

- Each order for Managed Support Services must be for a minimum of forty (40) hours of service per month.
- Each order must be for a minimum period of three (3) months.
- Each order shall be paid in advance. The Start Date, the date that ServiceNow begins performance of the services, 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.
- Managed Support Services requests of all types 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 Managed Support Service hours cannot be rolled over to another 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, 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.

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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 ("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.

Sessions canceled or rescheduled with less than three (3) hours' prior notice to the services consultant in advance of the scheduled session will result in a thirty (30) minute deduction from Customer's Service Period. For the purposes of this section, updating the request in the remote services application, declining the meeting invitation, a phone call, or an email to the services consultant will be considered sufficient notice.