

ServiceNow Discovery Implementation Service

Overview

ServiceNow Discovery Implementation Services assist the customer in implementing ServiceNow Discovery, through providing remote assistance in the initial installation and configuration of, and best practice guidance in, the implementation of Discovery.

Package Description

Service	Description	Service Includes
Discovery Implementation	Remote sessions to help customer Discovery administrators in the installation and configuration of the Discovery Application. Prepares the customer administrator to utilize and maintain their Discovery deployment.	<ul style="list-style-type: none"> Review of the product architecture, local requirements and best practices implantation of the Discovery Application Review and assessment of local requirements and offer guidance on the platform capabilities to meet the same Development assistance of agreed upon custom Hardware Class devices and/or custom attributes to meet local requirements Development assistance of scoped application class items to meet local requirements Active assistance and development in the initial configuration of Discovery, MID Server placement and tuning, IP allocation, and Discovery schedule execution planning. Assistance in diagnosing errors including assistance in customer driven customization activities in the Discovery Application Data Sampling and conditioning activities to ensure CMDB integrity and business value Implementation of a CMDB Lifecycle program if desired Implementation of CyberArk integration if desired
Best Practice Guidance	Knowledge Transfer of ServiceNow best practices for utilizing Discovery and its day-to-day management.	Guidance in: <ul style="list-style-type: none"> MID Server management for the host and the application Probes and sensor execution Troubleshooting Local process guidance including outlining daily activities to maintain Discovery (e.g., checking logs, monitoring activity, etc.)

Packaged Service Exclusions

- ServiceNow platform implementation

Prerequisites

Before ServiceNow can begin any Discovery Implementation Service, certain tasks must be completed, and certain activities are not included in these Packaged Services:

- ServiceNow platform implementation completed or being completed in-parallel
- Appropriate Discovery environment and access established
- Logical IP access to MID Server host(s) with relevant TCP/IP access to targets configured
- Customer has provisioned the required credentials to target systems and devices and inputted those credentials into ServiceNow credential management
- Ability to deploy necessary troubleshooting tools
- Existing non-production ServiceNow instance on which to execute the install, feature enablement, and/or testing activities established
- Customer has licensed the required ServiceNow components for the defined scope.
- Customer personnel assumes responsibility for developing/executing a User Acceptance Test (UAT) plan(s), migration to production, and post implementation support.

If the customer would like ServiceNow to provide services to implement and configure Discovery beyond the services described in this document, the parties will sign a statement of work for the service.

ServiceNow Provided Resources

ServiceNow will provide the following resources for all of the described Discovery Implementation Services:

ServiceNow Resource	Responsibilities
Professional Services Consultant	Deliver the specified services and/or workshops from ServiceNow

ServiceNow may at any time engage a third-party subcontractor to fulfill all or part of ServiceNow's obligations hereunder and the customer acknowledges that such third-party subcontractor may process Customer Data in order to provide the Packaged Services hereunder. Customer shall be solely responsible for granting ServiceNow and subcontractor personnel access to Customer's instance(s) of the Subscription Service. ServiceNow is solely responsible for the acts or omissions of subcontractors. 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.

Customer Provided Resources

Customer will provide the following resources and make them available throughout the duration of the project (please note that multiple responsibilities may be filled by the same customer personnel). Delay by Customer to provide the below resources may cause delay or preclude ServiceNow's ability to provide the Services:

Customer Resource	Responsibilities
Project Manager	A resource responsible for the project; meets regularly with the ServiceNow consultant; agrees to the schedule and drives the actions.
Discovery Administrator	Must have working knowledge of standard operating systems (Unix/Windows), functionality provided by network-enabled devices (routers, switches, printers, UPS), and applications and devices communication over TCP/UDP; ability to document site-specific configurations; ability to understand, create and modify JavaScript; ability to train others to same administrative level; and able to request changes or modifications to local environment to support Discovery deployment.
System Administrators	At least 2 customer system administrators with ServiceNow Administrator training or equivalent experience must be available throughout the duration of the deployment.
Process Owner(s)	Subject matter experts responsible for the correct and complete definition of each of the processes implemented within the ServiceNow platform.

Travel & Expense

Except as otherwise specified, ServiceNow will provide the Services remotely. All reasonable travel, meals, and living expenses for ServiceNow personnel who travel in support of the Packaged Services shall be billable at cost and all such expenses shall be borne solely by the customer. Unless otherwise agreed to by ServiceNow and the customer, all services provided under this Packaged Service will be delivered remotely to maximize the flexibility of all resources.

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, 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. 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.