

## Jumpstart Your Upgrade

### Overview

Through ServiceNow's Jumpstart Your Upgrade offering, a ServiceNow Remote Services Consultant (as described below) provides customers with best practices that make it easier to upgrade to ServiceNow's latest release and helps prepare customers for future upgrades.

### Package Description

Jumpstart Your Upgrade includes coaching from an experienced Remote Services Consultant, an upgradability assessment of your instance and a list of upgrade best practices, findings, and recommended tools to reduce time, risk due to the customer's customizations, and effort required to upgrade. Additionally, the Remote Services Consultant will provide the customer with a preview of what the customer's instance looks like on ServiceNow's latest Release Family by applying it to a clone of the customer's instance. The customer will provide remote access to the ServiceNow instance that it wishes to be cloned for purposes of the Release Family to be applied. The Remote Services Consultant will clone the applicable instance and apply the Release Family upgrade to the cloned instance ("Upgrade Clone"). The Jumpstart Your Upgrade activities described will be performed on the Upgrade Clone.

### Package Activities

Package Activity	Description
Coaching Session	The Remote Services Consultant will remotely deliver a two-hour coaching session and guided tour of the Upgrade Clone
Temporary Upgrade Clone Access	The customer will be granted access to a temporary clone of an instance identified by the customer for up to one month, upgraded to the latest Release Family, which will be hosted in the same ServiceNow data center as the source instance
Reference Sheet	Identify and share key relevant points of reference for platform and any of the adopted areas
Upgradability Findings	The Remote Services Consultant and customer will review a list of upgradability findings
Automated Test Framework Demo	The Remote Services Consultant will perform a demo of the Automated Test Framework tool to help teach, identify, and document test scenarios to reduce test time by automating future upgrade testing
Problem Analysis	The Remote Services Consultant will deliver a list of current known problems that the customer could encounter during an upgrade

Skipped Log Processing	The Remote Services Consultant will advise on best practices for processing skipped records and how to track and process key learnings for application in the current and future upgrades
Upgrade Project Plan	The Remote Services Consultant will share a sample upgrade project plan and discuss how the customer can modify and export this plan

### Packaged Service Exclusions

The following activities are not provided as part of the package.

- Customer environment sub-production and production upgrade – upgrade is applied to Upgrade Clone only for temporary access period only
- Troubleshooting or resolution of findings
- ServiceNow platform implementation or configuration

Jumpstart Your Upgrade is available in English only and not available to (i) Customers not hosted in a ServiceNow data center; (ii) Customers requiring security clearance; (iii) Customers operating a domain-separated environment or (iv) Customers that will not permit cloning of their instance for creation of the Upgrade Clone.

### ServiceNow Provided Resources

ServiceNow will provide the following resources for the service:

ServiceNow Resource	Responsibilities
<b>Remote Services Consultant</b>	Perform the specified coaching and package activities.

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. 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.

### Customer Provided Resources

Customer will provide the following resources for the engagement. The same personnel may fill multiple responsibilities:

Customer Resource	Responsibilities
<b>Upgrade Lead</b>	Responsible for the project, meets with the ServiceNow Remote Services Consultant, provides access to the required resources, and drives the actions from the engagement.
<b>System Administrators</b>	Up to 2 customer ServiceNow system administrators must be available during the engagement. Works with the ServiceNow Remote Services

	Consultant and provides input on the specific upgrade challenges in relation to customer's ServiceNow environment.
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**Prerequisites**

After the order is placed and before ServiceNow can commence the service, the following prerequisites must be fulfilled:

- Customer shall identify up to two designated resources, who have attended the ServiceNow Administrator training or act as project manager in charge of managing upgrades. Both resources must have access to the ServiceNow customer support system ("HI Portal").
- The instance to be cloned as Upgrade Clone must reflect the latest version of the production environment. Instance must be hosted in a ServiceNow datacenter.

**Temporary Instance**

Pursuant to the Jumpstart Your Upgrade offering, ServiceNow will clone the customer's designated instance of the ServiceNow platform, including any configurations and customizations thereon and data therein, for purpose of hands-on coaching, for the customers review and evaluation of the Upgrade Clone, and further investigation of upgradability issues. ServiceNow will grant access to a temporary ServiceNow clone instance so that a few designated contacts of Participant may review and test the interaction between upgraded instance and the Participant's data. The user access levels will be limited to the access of the user as found in the source instance. For example, users with the 'admin', 'itil', or 'itil admin' roles in the source instance will retain the same access levels in the Upgrade Clone. The customer shall not share passwords or permit use of a password-enabled user account by more than one individual. Access to the Upgrade Clone shall be terminated and the Upgrade Clone shall be permanently deleted after 30 days from the date of initial engagement start date logged within the HI Portal ("Engagement Start Date"), except to the extent otherwise mutually agreed in writing and logged by the parties in the HI Portal.

**Travel & Expense**

All services provided under this Packaged Service will be delivered remotely.

**General**

ServiceNow is in the business of providing 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, if any, 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, or the terms and conditions in Customer's initial Order Form for the Subscription Term, if no underlying master agreement exists ("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 <https://www.servicenow.com/upgrade-schedules.html>. 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 SET FORTH HEREIN, AND ARE NOT SUBJECT TO ACCEPTANCE. ALL SERVICES WHEN ORDERED MUST BE CONSUMED WITHIN 90 DAYS FROM THE ENGAGEMENT START 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.