

The County of Fresno



Statement of Work For ServiceNow Implementation V.3

Tuesday
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I. EXECUTIVE SUMMARY

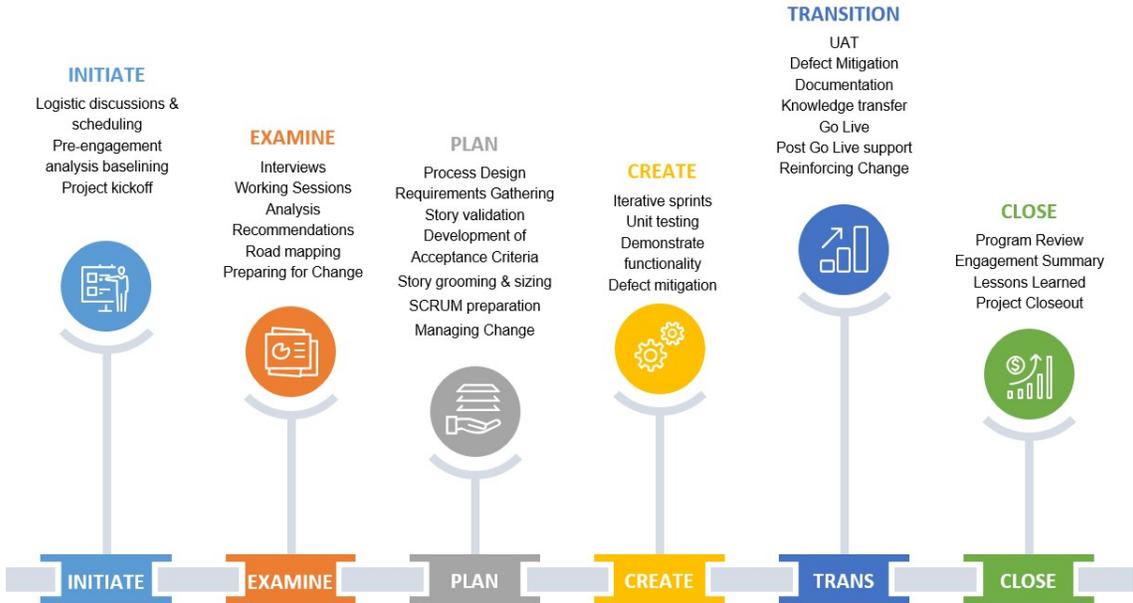
The County of Fresno is exploring the possibility of deploying ServiceNow to address several internal needs. Specifically, the County seeks a simplified user experience and workflow solution to meet request fulfillment demands. Subsequent efforts may encompass asset management, and/or an onboarding / offboarding solution. Latter efforts are dependent upon the success of the initial implementation for the County.

Carahsoft proposes the County begin with an initial implementation that provides a foundational baseline from which to scale. This scope includes Core Configuration of the County’s instance, a Service Catalog that spans ten (10) low complexity catalog items that leverage a single workflow, one (1) catalog item that leverages a moderate complexity workflow, and out-of- box (OOB) Service Portal. We have additionally provided scoped effort for Knowledge Transfer to the County’s System Administrators.

We recommend the County include the optional training program detailed below, and have included an option for post Go Live support as well.

II. ENGAGEMENT APPROACH

Carahsoft deploys a six-stage approach for all of our engagements following the ServiceNow Adaptive Implementation Framework (SAIF). SAIF is the sole ServiceNow-approved implementation methodology, and Carahsoft was one of only four partners selected globally by ServiceNow to review and validate SAIF prior to its release to all partners. The diagram below highlights what high level activities occur during each stage.



A. Delivery Team

Carahsoft takes a “4 in a box” resource approach to each project, which includes four critical roles:

- Project Manager
- Advisor
- Solution Architect
- Platform Engineer

For larger projects, multiple functional domains, and/or shorter timelines we may add additional Advisors and/or Platform Engineers. The below table describes each roles and their value to the County.

Role	Description	Value to the County
Project Manager	Our Project Manager manages: <ul style="list-style-type: none"> ● Project scope ● The engagement schedule and budget ● Carahsoft resources assigned to the project ● And, meets with the County on a weekly basis to discuss project status, schedule, accomplishments, budget, risks and upcoming work for the following week 	<ul style="list-style-type: none"> ● Keeps the project on-time ● Manages the budget ● Enables effective communication between the County and Carahsoft on progress ● Ensures prompt resolution of risks, issues, questions, and escalations
Advisor	<ul style="list-style-type: none"> ● Completes data analysis and leads working sessions to develop processes, define roles and responsibilities, determine key metrics and KPIs, and build functional requirements ● Builds process documents and collaborates with the Solution Architect to ensure stories support the processes developed ● Provides expertise including the development of communications plans, training needs analysis, organizational change management materials, training materials, and other support 	<ul style="list-style-type: none"> ● Provides functional subject matter expertise to ensure the solution follows procedural and industry best practices ● The County leverages their experience working on projects of similar size and scope
Solution Architect	Works with the County to: <ul style="list-style-type: none"> ● Develop functional and technical requirements ● Develop, groom and size user stories ● Manage daily sprint standups ● Demo our product at the end of each sprint ● Manages internal unit testing prior to CountyUAT ● Prepare the County for go-live by reviewing checklist and associated activities ● Leads knowledge transfer activities between Carahsoft and the County 	<ul style="list-style-type: none"> ● Ensures the solution follows technical best practices ● Maintains an upgrade path and is Carahsoft quality checked ● Helps the County evaluate the right places to develop and integrate with technologies outside of ServiceNow ● Prepares the County so they can support the solution after the post go-live support period ends
Platform Engineer	<ul style="list-style-type: none"> ● Configures, scripts, and develops the solution based on requirements built and sprints defined between Carahsoft and the County ● Mitigates defects that are found as part of unit testing and UAT. Participates and supports the migration of work completed to test and production environments ● Available for support during post-go live period 	<ul style="list-style-type: none"> ● Provides the County technical expertise to ensure a quality solution

B. Estimated Customer Participation

The most successful projects are where our customers and Carahsoft are working together in partnership. This will require participation and support from the County. The table below outlines the resources from the County that will be required to fulfill activities required for this engagement's success.

Role	Description
Project Manager	<ul style="list-style-type: none"> • Participate in project planning and kickoff meetings. • Work with the Carahsoft Project Manager to validate and finalize the project plan. • Collect data requested from County team members to provide to the Carahsoft Project Manager. • Coordinate Executive Sponsor, Project team members, and stakeholders attendance at the Project Kickoff meeting. • Work with Carahsoft Project Manager to schedule all necessary sessions and participate sessions as required. • Work side-by-side with Carahsoft's Project Manager to ensure County resources are available and present when required. • Ensure all commitments needed from County are met to completion and on time. • Assist in coordinating resources for story grooming sessions. • Collect and share feedback on stories from team and share with Carahsoft team. • Ensure that specific tasks, such as validation of content and platform implementation, are accepted in a timely manner. • Help document lessons learned to share in Project Close Meeting. • And, participate in Project Close Meeting.
Executive Sponsor	<ul style="list-style-type: none"> • Deliver a clear and consistent vision as well as messages of project objectives and goals throughout the duration of the project. • Be a program champion across all organizations involved.
ServiceNow System Admin(s)	<p>Carahsoft's most successful engagements occur when we work hand-in-hand with system administrators who are familiar with the ServiceNow platform. County's ServiceNow system administrator(s) should be made available to:</p> <ul style="list-style-type: none"> • Review the work completed by Carahsoft. • Help to lead acceptance testing and validation • Receive the proper training from Carahsoft's Solution Architect.
Key Stakeholders /Process Owners	<ul style="list-style-type: none"> • Representatives from each Department who have the authority to create new, or update existing, processes and procedures, that will supplement the successful implementation of the ServiceNow module. • Representatives from each Department to validate and accept the final iteration of the ServiceNow module prior to its go-live deployment.
Working Session Participants	<ul style="list-style-type: none"> • Participate in functional and technical requirements working sessions. • Be key decision makers in these sessions to ensure that County's functional and technical requirements are adequately represented, and decisions can be made in a timely manner

The table below outlines the requested commitment from County resources and Carahsoft participation by approach phase.

Stage	Activities	Carahsoft Resources	County Resources
Initiate	<ul style="list-style-type: none"> Initiate the project by a meeting of members from the customer and Carahsoft Review deliverables of the project with the customer Present and agree to project plan and working schedule Plan and conduct a project kick-off meeting 	<ul style="list-style-type: none"> Project Manager Solution Architect Service Delivery Manager 	<ul style="list-style-type: none"> Executive Sponsor – 10% Project Manager – 60%
Examine	<ul style="list-style-type: none"> Conduct gap analysis each process that is in the scope of the Countyment of work to identify gaps between the customer processes and ServiceNow best practices Process Workshops to review, recommend and document the processes for each application discipline. Carahsoft documents requirements (stories) in either the Carahsoft or Client SDLC Module. Carahsoft conducts a review meeting of the stories with the Client Client agrees on requirements before development sprints on each in-scope application 	<ul style="list-style-type: none"> Project Manager Advisor(s) Solution Architect 	<ul style="list-style-type: none"> Executive Sponsor - 20% Project Manager - 50% System Administrators - 25% Process Owners - 30% Working Session Participants - 100% (of working session duration only)
Plan	<ul style="list-style-type: none"> Sprint planning (building Sprints and organizing stories) Review and refine project plan as required Update Risk, Issue, Decision, Actions, Change logs during weekly status update meetings Schedule and conduct regular touch points between Carahsoft Service Delivery Manager and Client Executive Sponsor 	<ul style="list-style-type: none"> Project Manager Solution Architect Advisor Service Delivery Manager 	<ul style="list-style-type: none"> Project Manager - 15% Architect - 10% System Administrators - 10% Executive Sponsor - 10% Working Session Participants - 10%
Create	<ul style="list-style-type: none"> Develop the Scrum stories/requirements Demo the previous week's development progress and discuss upcoming plans Review and refine project plan Update Risk, Issue, Decision, Actions, Changes during weekly status update meetings Continue Service Delivery Manager Meetings with Executive Sponsor 	<ul style="list-style-type: none"> Project Manager Solution Architect Platform Engineer Service Delivery Manager 	<ul style="list-style-type: none"> Project Manager - 15% ServiceNow Admins - 10% Process Owners - 10% Executive Sponsor - 5% Testing team (if applicable- 25%)
Transition	<ul style="list-style-type: none"> Client led User Acceptance Testing and defect mitigation Go-live checklist completed 	<ul style="list-style-type: none"> Project Manager Solution Architect Platform Engineer 	<ul style="list-style-type: none"> Testing team - 75% ServiceNow Admins - 50%

	<ul style="list-style-type: none"> • Customer end user pre-production testing • Technical knowledge transfer is conducted with Client ServiceNow Admin team • End user/fulfiller training (if applicable) • Go-Live • Post-Production Support 	<ul style="list-style-type: none"> • Advisor(s) • Service Delivery Manager 	<ul style="list-style-type: none"> • Project Manager - 25% • Training participants (if applicable) - 30%
Close	<ul style="list-style-type: none"> • Carahsoft leads a project close out meeting that reviews goals and objectives, scope attainment, lessons learned, and customer satisfaction • Post Engagement surveys are distributed 	<ul style="list-style-type: none"> • Project Manager • Service Delivery Manager 	<ul style="list-style-type: none"> • Project Manager - 25% • Executive Sponsor- 15% • Project stakeholders- 15%

C. Engagement Timeline

Task	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9
Kick Off	█								
Core Configuration Requirements Gathering		█							
Core Configuration Set Up			█						
Service Catalog Requirements Gathering				█					
Service Catalog Implementation					█	█	█		
Service Portal Requirements Gathering						█			
Service Portal Implementation							█		
Knowledge Transfer, Go Live								█	
Project Close									█

The timeline estimated above is illustrative only. During the Initiate and Plan stages a project plan will be created that identifies delivery and milestone dates.

III. ENGAGEMENT ACTIVITIES AND TASKS

A. Initiate Stage

Pre-Kickoff Data Gathering and Analysis

Carahsoft will provide the County with an online survey to help us understand your current environment. The survey includes questions that when answered will enable our consultants to pinpoint areas of focus during our working sessions. With this data, Carahsoft will assemble “current state” analysis to be presented during the Process Design and Requirements Gathering Workshops.

Project Planning Meeting

During Initiate, Carahsoft’s Project Manager will jump start the project with a planning meeting. This initial meeting is remote and strictly with the Carahsoft Project Manager and the County Project Manager. Activities include:

- Review and finalization of the Project Plan
 - Please note, dates will be considered “locked in” for the engagement
- Validation and scheduling of resources (venue, attendees) for Kick-off Meeting

- Validation of scheduling of resources for initial workshops

Project Kickoff

Project Kickoff will be held on site at the County offices. For Kickoff, we request all key stakeholders and project participants be present. We will review the:

- Carahsoft Project Team
- Project Scope
- Baseline Data/Metrics
- High Level Demonstration
- Timeline
- Deliverables
- Outcomes
- Critical Success Factors

County Responsibilities

Role	Responsibilities
Project Manager	<ul style="list-style-type: none"> • Participate in project planning and kickoff meetings • Work with the Carahsoft Project Manager to validate and finalize the project plan • Provide and communicate survey links and data requests to the appropriate County team members • Collect data requested from County team members and provide to the Carahsoft Project Manager • Coordinate Executive Sponsor, Project team members, and stakeholders attendance at the kickoff meeting
Executive Sponsor	<ul style="list-style-type: none"> • Communicate vision in the first ten minutes of the kickoff meeting • Be a program champion across all organizations involved
Team members, Stakeholders	<ul style="list-style-type: none"> • Attend and participate in the kickoff meeting and assist the Project Manager as needed

Deliverables

Deliverable	Description
Project Plan	<ul style="list-style-type: none"> • Schedule of project tasks built within Carahsoft’s ServiceNow instance • All risks, issues, actions, and other project level related activities are documented • Mechanism for project collaboration and centralized planning activities
Kickoff Presentation	<ul style="list-style-type: none"> • Documentation of project goals, initial data analysis, scope, activities, timeline, and expected outcomes • Sets expectations for the Executive Sponsor, project team, and stakeholders

B. Examine Stage

One of the most impactful values Carahsoft provides clients is our management consulting experience. During Examine, Carahsoft Advisors help clients harness the true power of the platform. ServiceNow

offers clients nearly unlimited variability of workflows and configurations. Working with Carahsoft, the County receives a technology solution that works for them - without the constraints and risks of a prescriptive solution. Working sessions explore desired business outcomes, your current state, and applicable best practices to build processes for a solution that helps the County meet its goals.

Process Design and Technical Requirements Gathering

Carahsoft will facilitate interactive, functional working sessions dedicated to technical requirements gathering and/or process design. As appropriate, Carahsoft will review your current state, organizational goals, applicable process best practices, roles and responsibilities, process mapping, key activities, and how to effectively manage processes moving forward. In addition, during each session Carahsoft will review ServiceNow’s applicable out-of-box functionality. Prior to the conclusion of each workshop, Carahsoft’s Solution Architect will lead a requirements gathering and refinement session to identify areas for Carahsoft to further configure ServiceNow. We will complete the following functional working sessions in this engagement:

Working Sessions

Session Name	Session Description	Duration
Core Configuration	<ul style="list-style-type: none"> • Technical session in which Carahsoft and the County walk through development and production instances • Discuss and organize email, active directory, and/or LDAP integrations as required by project scope 	1 Days
Service Catalog	<ul style="list-style-type: none"> • Define and configure a generic intake process to support analyst review and selection of appropriate workflow • Apply generic intake process to create ten (10) low complexity catalog items that leverage a common workflow for analyst selection. • Apply intake process to one (1) moderate complexity catalog items as part of the initial implementation to support the Acquisition Management workflow • For the purposes of this project, Carahsoft defines low complexity catalog items as: <ul style="list-style-type: none"> ○ 1-5 steps ○ No integrations ○ Parallel and Waterfall tasks • Carahsoft defines moderate complexity catalog items as: <ul style="list-style-type: none"> ○ 5-10 steps and tasks ○ No Integrations ○ Parallel and waterfall tasks 	3 Days
Service Portal	<ul style="list-style-type: none"> • Configure ServiceNow’s out-of-box portal; no custom widgets are included in scope. • Define branding elements for colorschemes • Configure Catalog widgets to point to respective libraries and pull relevant end user knowledge content and self-service forms into the Service Portal 	1 Day

Story Development

Following working sessions and requirements capturing, our Solution Architect will document each requirement as an individual story in the ServiceNow Agile application. These stories will capture best practice solution design and implementation as well as functional and technical requirements aligned with County priorities for your approval.

County Responsibilities

Role	Responsibilities
Team Members, Stakeholders	<ul style="list-style-type: none"> • Participate in process and technical requirements working sessions, and communication plan workshop as required • It is important that key decision makers are made available for these sessions to ensure County processes and technical requirements are adequately represented and decisions are made in a timely manner
Executive Sponsor	<ul style="list-style-type: none"> • Participate in communication plan workshop • Support working sessions and communicate vision to attendees as needed • Champion program up and down the chain of command • Collaborate with Carahsoft and County Project Managers to ensure project team is meeting commitments and expectations
Project Manager	<ul style="list-style-type: none"> • Participate and assist in working sessions and communication plan workshop • Work with the Carahsoft Project Manager to keep project plan on track and help mitigate any issues • Collect data requested from County team members and provide to the Carahsoft Project Manager • Coordinate Executive Sponsor, Project team members, and stakeholders attendance at working sessions

Deliverable

Deliverable	Description
User Stories	<ul style="list-style-type: none"> • Functional and technical requirements captured in individual stories for modules as appropriate by Release scope • Submitted to the County for review and feedback prior to final approval

C. Plan Stage

Story Validation and Sprint Planning

Our Solution Architect and Platform Engineer will meet with County key stakeholders to validate stories, defining user acceptance criteria around each story in grooming sessions scheduled within one (1) week of Release working sessions. Once stories are groomed, Carahsoft’s Solution Architect will size each story with a number of points in which one (1) point equals one (1) hour of work.

The County will then approve and accept stories prior to their release from backlog for development. Carahsoft aligns released stories to sprints based on resource allocation and story prioritization. If any

stories do not fit within the budgeted schedule, Carahsoft will work with the County to re-prioritize stories and/or identify those that should be considered for a future release.

County Responsibilities

Role	Responsibilities
Product & Process Owners	<ul style="list-style-type: none"> • Participate in story grooming sessions • Provide sign-off for requirements and sprint plan for in-scope items
Project Manager	<ul style="list-style-type: none"> • Ensure all commitments needed from the County are met to completion and on time

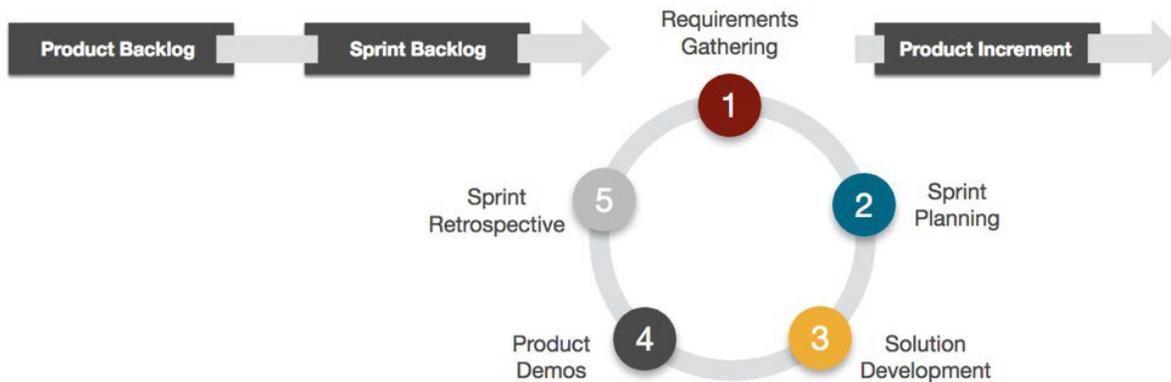
Deliverables

Deliverable	Description
Finalized User Stories and Sprint Plan	<ul style="list-style-type: none"> • As an outcome of the story grooming sessions, Carahsoft’s Solution Architect will obtain County sign-off on each requirement • Solution Architect will work with the Platform Engineer(s) to estimate and plan each sprint of development for County approval

D. Create Stage

Solution Build

The State’ solution is ready for implementation with requirements recorded as stories, sprints planned, and release approved. Carahsoft executes development sprints that are five (5) days in length, in which the Solution Architect unit tests each piece of functionality.



This five-day sprint cycle is another key differentiator when working with Carahsoft. Our technical approach is highly iterative, rather than the two-week or one month-long industry standard. This approach helps us better meet client expectations, ensuring that the County receives weekly opportunities to see their product, provide feedback, and approve revisions. Our technical implementation is singularly focused on developing a solution that embraces your vision, priorities, and desired functionality.

Project Sprints

Item	# of Sprints
Core Configuration	1 Sprint
Service Catalog	3 Sprints
Service Portal	1 Sprint

Demonstrate Functionality

At the end of each sprint, Carahsoft will provide the County a product demo (see step 4, above) in which we demonstrate functionality built in the previous sprint. All work completed will be documented within the appropriate story in ServiceNow. After each sprint, Carahsoft will facilitate another sprint planning session where stories may be added and/or reprioritized. Please note, stories that will be worked and completed in each sprint must be less than or equal to forty (40) hours. After the final sprint, Carahsoft will facilitate a final product demo.

User Acceptance Testing

When all sprints are completed and the final product demo is provided, Carahsoft expects the County to build appropriate test scripts and perform User Acceptance Testing (“UAT”). All defects found are to be entered into Carahsoft’s ServiceNow instance to be appropriately tracked. UAT can be structured by module or by Release. Our proposed timeline incorporates a UAT by Release approach. However, please note that the timeline for UAT is discussed in collaboration with the County during the Initiate Phase, and will be finalized between Carahsoft and the State’s Project Managers within the Project Plan.

Defect Mitigation

Our Solution Architect and Platform Engineer(s) will review State-identified defects, associate them with their related story, and begin mitigation. Any defects reported by the County that do not have an associated requirement documented as a story will be classified as an enhancement. Enhancements are considered changes to the original scope, and therefore out of scope. Once all in-scope defects are mitigated the Create Stage is considered complete and Carahsoft and the County are ready to begin Transition.

County Responsibilities

Role	Responsibilities
Project Manager	<ul style="list-style-type: none"> Assist in coordinating resources for story grooming sessions Collect feedback on stories from County team and share with Carahsoft team
ServiceNow Administrator(s)	<ul style="list-style-type: none"> Ensure continuous administrative and developer access for all application scopes required for the project
Product & Process Owners	<ul style="list-style-type: none"> Participate in story grooming sessions Provide sign-off for requirements and sprint plan to act as reference for in-scope items

Deliverables

Deliverable	Description
Technical Implementation	<ul style="list-style-type: none"> Release capabilities implemented in alignment with processes and technical requirements defined during the Examine Stage

E. Transition Stage

Once the solution has been built, tested, and all in-scope defects mitigated, Carahsoft will facilitate a two-hour solution enablement session to provide Knowledge Transfer to the State’s ServiceNow System Administrator(s). We recommend that the County identify at a minimum one (1) employee to complete ServiceNow’s System Administrator training as soon as possible. Carahsoft would like the State’s Administrator to collaborate alongside our team throughout the engagement as we develop your solution; this better positions your team to adopt platform operation and maintenance following our engagement. The nature and frequency of this collaboration will be determined between the State’s Project Manager and Carahsoft’s Project Manager.

Carahsoft further recommends the County elect to include optional training to support Fulfiller and Approver use of your solution. Specifically, we recommend a “Fulfiller Basics” course as well as materials for Approvers:

- Fulfiller Basics: Carahsoft will work with the County to schedule four (4) facilitations of the course detailed below across one (1) day on site at the County offices. We will provide training materials for review and approval one (1) week prior to our scheduled facilitation. As part of our training program development process, Carahsoft produces presentation videos in which our Advisor narrates the facilitation of the presentation material. Carahsoft will provide a video of the final, accepted training material for Fulfillers unable to attend an on site training session as well as the County’s ongoing use.
 - Session Description: Designed for Tier 1 and 2 users, this course includes an overview of Fulfiller roles and responsibilities and how to deploy your solution to complete Analyst and Fulfiller day-to-day tasks. It will cover: ServiceNow terminology, ServiceNow navigation, and walk through Request.
 - Recommended Participants: We recommend each on site training session not exceed twenty (20) participants.
 - Duration: Ninety (90) minutes in duration persession
 - Deliverables:
 - One (1) editable PowerPoint presentation of session materials
 - One (1) narrated facilitation video of final, approved session materials

- Job Aids: For Approvers, Carahsoft recommends the dissemination of materials to support Approver navigation of ServiceNow to complete day-to-day approval requests. A Job Aid is a graphic, user-friendly one sheet that demonstrates step by step how to complete a specific task within your configured solution. The County will receive two (2) Job Aids that details:
 - ServiceNow navigation to complete approvalrequests
 - How to complete an approval request

Lastly, Carahsoft has included as an optional effort three (3) days of remote post Go Live support. A Carahsoft Platform Engineer will be available to address any concerns the County has related to our implementation. Carahsoft’s Project Manager will facilitate any questions, requests, and/or concerns between the County and our resource.

Please note, the above training, materials, and post Go Live support are not currently in scope. A Change to Scope is required should the County elect to include some or all of this effort.

County Responsibilities

Role	Responsibilities
ServiceNow Administrator(s)	<ul style="list-style-type: none"> Attend and participate in technical knowledge transfer sessions according to the project schedule Migrate update sets into test and production environments
Fulfiller Users (optional)	<ul style="list-style-type: none"> Attend and participate in applicable training session and/or leverage recorded training materials, as applicable
Approver Users (optional)	<ul style="list-style-type: none"> Leverage Job Aids, as applicable
Project Manager	<ul style="list-style-type: none"> Work with Carahsoft Project Manager to schedule Knowledge Transfer with County System Administrator(s) Work with Carahsoft Project Manager to schedule training material review and training facilitation schedule, as applicable

Deliverables

Deliverable	Description
Technical Knowledge Transfer	<ul style="list-style-type: none"> Technical knowledge transfer by Release to key platform administrator(s), includes a walk-through of build-logs documented against userstories
Fulfiller Basics (optional)	<ul style="list-style-type: none"> One (1) editable PowerPoint presentation One (1) recorded facilitation of PowerPoint presentation
Approver Job Aids (optional)	<ul style="list-style-type: none"> Two (2) Job Aids to cover basic Approver actions within ServiceNow

F. Close Stage

The Close Stage marks the transition to production. A Close-Out meeting will be conducted to capture lessons learned and ensure the transfer of information from Carahsoft to the County.

Throughout the project, Carahsoft’s Project Manager will ask the County to provide a pulse customer satisfaction (“CSAT”) rating during our weekly project status meetings. At project culmination, ServiceNow will send the County a formal CSAT survey to provide you an opportunity to officially rate Carahsoft’s performance.

County Responsibilities

Role	Responsibilities
Project Manager, Executive Sponsor, Main Stakeholders	<ul style="list-style-type: none"> Document lessons learned to share in Project Close-Out Meeting Participate in Project Close-Out Meeting Complete CSAT survey Participate in Case Study or reference activities

Deliverables

Deliverable	Description
Project Close-Out Report	<ul style="list-style-type: none"> Lessons learned documentation for the program

IV. ASSUMPTIONS

The scope and activities presented above are based on the below assumptions:

- County will provide a project manager who will have overall responsibility for managing and coordinating the performance of the party it represents in a prompt and professional manner. The Project Manager will meet regularly with the Carahsoft Project Manager at regular intervals to review progress and resolve any issues relating to the Professional.
- The County Project Manager and Staff in collaboration with the Carahsoft Project Manager will develop a comprehensive project plan to be used for implementation.
- Once a project plan has been agreed to by County, the dates associated with the plan are considered locked in.
- The Carahsoft project manager will facilitate a weekly status or update call to ensure the project is progressing appropriately.
- Any requests for information not specifically identified as a deliverable above will be considered out of scope for this proposal (See Changes to Scope section of this proposal under ‘Terms and Conditions’).
- Carahsoft expects that County will provide documentation from staff and any applicable outsourced provider prior to engagement commencement.
- County will perform all facets of user acceptance testing including script writing and documentation of defects
- County will provide a stakeholder list and system administrators with contact information (name, title, email and phone number).
- County will provide organizational charts, current state process documentation, and resources to collaborate with the Carahsoft advisor in advance of engagement kickoff.
- County will provide access to necessary resources including designated decision makers to participate in any process and requirement (userstory) sessions.
- County will provide Carahsoft with the ability to have scheduled working sessions with groups of key stakeholders to develop processes and gather requirements (user stories).
- County will provide access to appropriate personnel as applicable to the project.

- County will provide necessary workspace for Carahsoft associates when on-site. This includes desk, chair, phone, and internet connectivity.
- County will clone the production environment over the Development environment before any development work will be commenced by Carahsoft
- All work will be performed during normal business hours defined as Monday through Friday 8AM – 5PM (based on the Customer’s primary office time zone) and excluding “Carahsoft” company holidays. Any work requested outside of normal business hours must be previously arranged and mutually agreed upon.
- Please note we have discounted this total to facilitate your budget, however in return appreciate the following:
 - Ability to use your logo on our website
 - Ability to leverage the metrics and success of the service portal into a case study
 - Be a positive reference for Carahsoft

V. PERIOD AND PLACE OF PERFORMANCE

A. Period of Performance

Carahsoft expects to begin work on the project within four (4) weeks of the Effective Date of this SOW. The exact timelines and expected completion dates of deliverables will be negotiated with the County based on availability of Carahsoft and County resources and within the constraints of the proposed project.

Carahsoft expects that this effort will take approximately two (2) months to complete.

B. Place of Performance

Onsite at County offices and remote.

The consulting work outlined in this proposal will be performed at Fresno County in Clovis, CA and remotely, in which Carahsoft will work with the project team via web conference and/or phone. When on site, the Carahsoft team will have their own equipment, however we request appropriate workspace and internet connectivity.

VI. PRICING

A. Subscriptions

The Software as a Service (SAAS) fees shall be paid as follows for ServiceNow and are governed by the attached ServiceNow Subscription Service Agreement.

Years 1-3

Description	Price	Quantity	Annual Total
ServiceNow Approver User	\$9.09 (monthly)	150	\$16,362.00

ServiceNow Manangement – Fulfiller User	\$70.45 (monthly)	184	\$155,553.60
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Optional Year 4

Description	Price	Quantity	Total
ServiceNow Approver User	\$10.10 (monthly)	150	\$18,180.00
ServiceNow Manangement – Fulfiller User	\$78.28 (monthly)	184	\$172,842.24

Optional Year 5

Description	Price	Quantity	Total
ServiceNow Approver User	\$11.23 (monthly)	150	\$20,214.00
ServiceNow Manangement – Fulfiller User	\$86.98 (monthly)	184	\$192,051.84

Additional users may be added as needed and shall be invoiced on a pro-rated basis until the next annual subscription renewal date.

B. Services Fees and Expenses

This is a Firm Fixed Price engagement. The deliverables, fees and estimated completion and invoice dates are listed in the table below. The below pricing is fully burdened, inclusive of all reasonable travel, meals, and other direct expenses for all Carahsoft personnel who travel in support of the effort.

Milestone #	Description	Amount	Est. Wk Complete	Est. Wk Invoice
1	Core Configuration	\$14,968.00	3	4
2	Service Catalog, Requirements Gathering	\$30,573.00	4	5
3	Service Portal, Requirements Gathering	\$6,048.00	6	7
4	Service Catalog, Implementation	\$31,885.00	7	8
5	Service Portal, Implementation	\$10,517.00	7	8
6	Project Close-Out	\$2,332.00	9	10
Total:		\$105,849.44		

C. Implementation Options

This SOW includes the following options, which require County approval. Approval for each option will be determined by the County, then finalized as an in scope requirement through a Change to Scope:

Option #	Description	Amount
1	Fulfiller Training	\$16,709.89
2	Approver Job Aids	\$8,696.7
3	Post Go Live Support	\$3,838.46
Option Total:		\$29,245.05

D. Milestone Sign-off Procedure

Upon reaching each milestone/deliverable, Carahsoft shall issue a milestone sign-off request (“Milestone Sign-Off Request”) to County’s Project contact. County shall promptly evaluate and determine whether the indicated milestone has been achieved and shall respond within three (3) business days, unless otherwise agreed by the parties in writing, of the Milestone Sign-Off Request issuance date. If County deems such Milestone Sign-Off Request acceptable, County’s Project manager, or equivalent with corporate signatory authority, shall notify Carahsoft via email confirming sign-off. If Carahsoft does not receive a reply from County within three (3) business days whereby County objects to the Milestone Sign-Off Request, the milestone shall be considered as signed-off by County and Carahsoft shall issue an invoice for the milestone achieved.

E. Invoicing & Payment

1. Carahsoft will tender an invoice upon the completion of each milestone as specified in the Milestone Section in this SOW.
2. Unless otherwise specifically set forth in this Agreement, the County will be solely responsible for payment to Carahsoft for the services performed within forty five (45) days of Carahsoft invoice. If Carahsoft does not receive payment in ninety (90) days, we reserve the right to terminate this statement of work in accordance with termination articles.
3. Implementation and training services shall be invoiced as described in Section VI, above. Subscription services will be invoiced annually as described in Attachment A. Additional implementation or subscription costs must be approved in writing via Change Order. Change Orders

may be approved by the County of Fresno Director of Internal Services and/or Chief Information Officer (or his designee).

4. In no event shall services performed under this Agreement be in excess of \$1,500,000 during the term of this Agreement.

VII. CONTRACT AGREEMENT

Buyer

County of Fresno
 333. W. Pontiac Way,
 Clovis, CA 93612

Seller

Carahsoft LLC
 1860 Michael Faraday
 Drive Suite 100
 Reston, VA 20190

Accounts Payable Information	
Accounts Payable Name	ISD Business Office
Accounts Payable Phone	559-600-6200
Accounts Payable Email	ISDBusinessOffice@FresnoCounty CA.gov
Customer Agreement #	

This Agreement is governed by the terms of the Carahsoft-Master Agreement, Contract #AR2472, dated 10/14/2016, and the State of California Participating Addendum No. 7-17-70-40-05. IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATES SET FORTH BELOW:

County of Fresno

By: Nathan Magsig

Signature: 

Date: 6/14/2019

Printed Name: Nathan Magsig

Title: Chairman of the Board of Supervisors

Carahsoft Technology Corp.

By: JILLIAN SZCZEPANEK

Signature: 

Date: 05/17/2019

Printed Name: Jillian Szczepanek

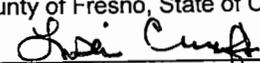
Title: Controller

ATTEST:

Bernice E. Seidel
 Clerk of the Board of Supervisors County
 of Fresno, State of California

ATTEST:

BERNICE E. SEIDEL
 Clerk of the Board of Supervisors
 County of Fresno, State of California

By: 

FOR ACCOUNTING USE ONLY:

ORG No.: 89050000
 Account No.: 7309

VIII. TERMS AND CONDITIONS

A. Term and Termination

1. The term of this Agreement shall be for a period of three (3) years, commencing on June 18, 2019, through and including June 17, 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of Internal Services/Chief Information Officer or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.
2. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice to the other party.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten (10) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

3. In the event of early termination, Carahsoft will be reimbursed for all costs incurred through the date of cancellation. If the County terminates for convenience, the County will pay Carahsoft a prorated amount for partially completed deliverables. If the County cancels or attempts to reschedule delivery of workshops or any on-site portions of this engagement within ten (10) days of a confirmed on-site date, Carahsoft may either accept the rescheduling or cancellation request. In the event, a workshop is cancelled before the workshop is completed, the County will be expected to reimburse Carahsoft for all costs incurred through the date of cancellation and for all non-cancellable obligations. In the event of a cancellation of this Agreement, and/or the Subscription Service Agreement with ServiceNow, the County is not entitled to reimbursement for any of the current subscription fees for the current Subscription Term, nor is the County liable for fees for future Subscription Terms beyond the current fiscal year.
4. NON-ALLOCATION OF FUNDS. The terms of this Agreement and any extensions, and the services to be provided, are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, the services provided may be modified, or this Agreement terminated by Customer, without penalty, at any time by giving ServiceNow thirty (30) days advance written notice.

B. Confidential Information

- a. Confidential Information. "Confidential Information" shall mean work product, business information (including but not limited to: sales and marketing research, materials, plans, accounting and financial information, personnel records, and the like), technical information (including but not limited to: functional and technical specifications, designs, training materials, drawings, analysis, research, processes, computer programs, methods, ideas, know-how, and the like), and any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry that has been or is hereafter disclosed or made available by either party (the "disclosing party") to the other (the "receiving party") in connection with this Agreement and that (i) are labeled as confidential or proprietary, (ii) if verbally disclosed with an acknowledgement noting the confidential nature of the verbal disclosure or (iii) under the circumstances surrounding its disclosure, should in good faith reasonably be treated as confidential.

b. Non-Confidential Information. Confidential Information shall not include any information, data, or material which: (i) the disclosing party expressly agrees in writing is free of any non-disclosure obligations; (ii) at the time of disclosure to the receiving party was known to the receiving party (as evidenced by documentation then in the receiving party's possession) to be free of any non-disclosure obligations; (iii) is independently developed by the receiving party without reference to any Confidential Information of the disclosing party (as evidenced by documentation then in the receiving party's possession); (iv) is lawfully received by the receiving party, free of any non-disclosure obligations, from a third party having the right to so furnish such Confidential Information; or (v) is or becomes generally available to the public without any breach of this Agreement or unauthorized disclosure of such Confidential Information by the receiving party.

Nondisclosure and Nonuse. Each party receiving Confidential Information shall (a) disclose such Confidential Information to only those employees, independent contractors, and subcontractors of such party (i) whose duties justify their need to know such information and (ii) who have been clearly informed of their obligation to maintain the confidential, proprietary, and/or trade secret status of such Confidential Information; and (b) use such Confidential Information only for the purposes set forth in this Agreement. Each party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such party uses with respect to its own confidential and proprietary information, which shall not be less than the care a reasonable person would use under similar circumstances. Notwithstanding the aforementioned, each party may disclose Confidential Information to the extent necessary pursuant to applicable federal, state, or local law, regulation, court order, or other legal process, provided the receiving party, to the extent reasonably possible, has given the disclosing party prior written notice of such required disclosure and an opportunity to contest such required disclosure at the disclosing party's expense.

c. The provisions of this Section shall govern all disclosures of Confidential Information on or after the Effective Date.

C. Warranties

Carahsoft warrants that (i) that it is competent, experienced and trained to provide all Services herein and that all Services will be provided in a professional and workmanlike manner in accordance with the applicable Required Specifications and (ii) the Services performed by it under this Agreement will not deviate in any material respect from the Required Specifications for such Services set forth in this Agreement, in each case for a period of three (3) weeks from the date of Acceptance ("Warranty Period"). Carahsoft will promptly correct and redeliver the affected Service at no additional charge to County of Fresno, within a reasonable period of time. Any service with respect to Carahsoft's Deliverables provided by Carahsoft after the Warranty Period shall be provided in accordance with the terms of this Agreement executed by the parties. Carahsoft warranty excludes remedy for damage caused by abuse by County of Fresno or modifications not made by Carahsoft or improper use to the extent that such maintenance is not the responsibility of Carahsoft hereunder.

D. Changes to Scope

The scope of this engagement is defined by this SOW. All County of Fresno requests for changes to the SOW must be in writing and must specify the requested changes. As soon as practicable, Carahsoft shall advise County of Fresno of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to decide whether to proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Carahsoft commencing work.

As used herein, “changes” are defined as work activities or work products not originally planned for or specifically defined by this SOW. By way of example and not limitation, changes include the following:

- Any activities not specifically set forth in this SOW
- Providing or developing any deliverables not specifically set forth in this SOW
- Any change in the respective responsibilities of Carahsoft and County of Fresno set forth in this SOW, including any reallocation or any changes in engagement or project manager staffing
- Any additional work caused by a change in the assumptions set forth in this SOW
- Any rework of completed activities or accepted deliverables.

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SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement (including the Subscription Service Guide, attached hereto) (“**Agreement**”) is made between the ServiceNow entity (“**ServiceNow**”) and the customer entity (“**Customer**”) on the ordering document and becomes effective on the last signature date of the ordering document issued by ServiceNow (“**Effective Date**”).

Pursuant to a separate transaction between Customer and ServiceNow’s authorized reseller (“**Reseller**”), Customer has purchased from Reseller certain services to be delivered by ServiceNow. This Agreement specifies the terms and conditions under which those services will be provided, apart from price, payment and other terms specified in the separate agreement between Customer and Reseller.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 “Affiliates” means any person or entity directly or indirectly Controlling, Controlled by, or under common Control with a party, where “**Control**” means the legal power to direct or cause the direction of the general management of the company, partnership, or other legal entity.

1.2 “Ancillary Software” means software licensed by ServiceNow to Customer that is deployed on machines operated by or for Customer to facilitate operation of the Subscription Service or interoperation of the Subscription Service with other software, hardware, or services. Ancillary Software may include code that is licensed under third-party license agreements, including open source made available or provided with the Ancillary Software.

1.3 “Claim” means any third-party suit, claim, action, or demand.

1.4 “Confidential Information” means: **(a)** ServiceNow Core Technology (which is Confidential Information of ServiceNow); **(b)** Customer Data and Customer Technology (which is Confidential Information of Customer); **(c)** any information of a party that is disclosed in writing or orally and is designated as *Confidential* or *Proprietary* at time of disclosure (and, for oral disclosures, summarized in writing within 30 days of initial disclosure and delivered in written summary form to the receiving party), or that, due to the nature of the information or circumstances of disclosure, receiving party would understand it to be disclosing party’s confidential information; and **(d)** the specific terms of this Agreement, any Use Authorization, any SOW, and any amendment or attachment to any of these, between the parties (which will be deemed Confidential Information of both parties). Confidential Information excludes any information that: **(i)** is or becomes generally known to the public through no fault or breach of this Agreement by receiving party; **(ii)** was already rightfully in receiving party’s possession, without restriction on use or disclosure, when receiving party received it under this Agreement; **(iii)** is independently developed by receiving party without use of disclosing party’s Confidential Information; or **(iv)** was or is rightfully obtained by receiving party, without restriction on use or disclosure, from a third party not under a duty of confidentiality to disclosing party.

1.5 “Customer Data” means electronic data uploaded by or for Customer or Customer’s agents, employees, or contractors, and processed in the Subscription Service, excluding ServiceNow Core Technology.

1.6 “Customer Technology” means software, methodologies, templates, business processes, documentation, or other material originally authored, invented, or otherwise created by Customer (or on Customer’s behalf, other than by ServiceNow or at ServiceNow’s direction) for use with the Subscription Service, excluding ServiceNow Core Technology.

1.7 “Deliverable” means anything that is created by or on behalf of ServiceNow for Customer in the performance of Professional Services.

1.8 “Documentation” means the then-current ServiceNow product documentation relating to the operation and use of the Subscription Service or Ancillary Software published by ServiceNow at <https://docs.servicenow.com> or its successor website. Documentation includes technical program or interface documentation, user manuals, operating instructions, and release notes.

1.9 “Intellectual Property Rights” means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights.

1.10 “**Law**” means any applicable law, rule, statute, decree, decision, order, regulation, judgment, code, and requirement of any government authority (federal, state, local, or international) having jurisdiction.

1.11 “**Newly Created IP**” means Intellectual Property Rights in the inventions or works of authorship that are made by ServiceNow specifically for Customer in the course of performing Professional Services for Customer that are expressly identified as “Newly Created IP” in an SOW, excluding ServiceNow Core Technology.

1.12 “**Product Overview**” means ServiceNow’s published description of its products and their functionalities, solely to the extent attached to or expressly referenced in a Use Authorization.

1.13 “**Professional Services**” means any consulting, development, or educational services provided by or on behalf of ServiceNow pursuant to an agreed SOW or Service Description.

1.14 “**Service Description**” means the written description for a packaged Professional Service, attached to or referenced in a Use Authorization.

1.15 “**ServiceNow Core Technology**” means: **(a)** the Subscription Service, Ancillary Software, Documentation, and technology and methodologies (including products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects, and documentation) created by or for, or licensed to, ServiceNow; and **(b)** updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals.

1.16 “**ServiceNow Products**” means, collectively, the Subscription Service, Ancillary Software, Documentation, and Deliverables.

1.17 “**SOW**” means a statement of work that describes scoped Professional Services.

1.18 “**Subscription Service**” means the ServiceNow software-as-a-service offering ordered by Customer under a Use Authorization.

1.19 “**Subscription Term**” means the period of authorized access to and use of the Subscription Service, as set forth in a Use Authorization.

1.20 “**Use Authorization**” means a written document provided to Customer specifying the services that Customer has purchased, along with the term and scope of the authorized use thereof.

2. ACCESS AND USE RIGHTS; RESTRICTIONS; PROVISION OF PROFESSIONAL SERVICES

2.1 ACCESS AND USE RIGHTS. For each Subscription Term, ServiceNow grants the access and use rights set forth in this Section 2 for the ServiceNow Core Technology described in that Use Authorization.

2.1.1. SUBSCRIPTION SERVICE. Subject to the terms of this Agreement, ServiceNow authorizes Customer to access and use the Subscription Service during the Subscription Term stated in the applicable Use Authorization, solely for its internal business purposes in accordance with the Documentation. Customer will not otherwise access or use the Subscription Service in a manner that exceeds Customer’s authorized access and use rights as set forth in this Agreement and the applicable Use Authorization.

2.1.2. ANCILLARY SOFTWARE. ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 12.1 (Assignment)), non-exclusive, royalty-free license during the Subscription Term to install and execute Ancillary Software on machines operated by or for Customer, solely to facilitate Customer’s authorized access to and use of the Subscription Service.

2.2 RESTRICTIONS. With respect to the ServiceNow Core Technology, Customer will not (and will not permit others to): **(a)** use it in excess of contractual usage limits (including as set forth in a Use Authorization), or in a manner that circumvents usage limits or technological access control measures; **(b)** license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties, except as may otherwise be expressly stated in a Use Authorization; **(c)** access it for the purpose of developing or operating products or services for third-parties in competition with the ServiceNow Core Technology; **(d)** disassemble, reverse engineer, or decompile it; **(e)** copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in this Agreement; **(f)** remove or modify a copyright or other proprietary rights notice in it; **(g)** use it to reproduce, distribute, display, transmit, or use material protected by copyright or other Intellectual Property Right (including the rights of publicity) without first obtaining permission of the owner; **(h)** use it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation; or **(i)** access

or disable any ServiceNow or third-party data, software, or network (other than Customer's instance of the Subscription Service under this Agreement). Before Customer engages in any of the foregoing acts that it believes it may be entitled to, it will provide ServiceNow with 30-days' prior notice to legalnotices@servicenow.com, and reasonably requested information to allow ServiceNow to assess Customer's claim. ServiceNow may, in its discretion, provide alternatives that reduce adverse impacts on ServiceNow's Intellectual Property Rights or other rights.

2.3 PROVISION OF PROFESSIONAL SERVICES. Customer and ServiceNow may enter into one or more SOWs or Use Authorizations subject to this Agreement, and which may incorporate one or more Service Descriptions for the provision of Professional Services. ServiceNow will perform the Professional Services, subject to the fulfillment of any responsibilities and payments due from Customer, as stated in the SOW or the Use Authorization.

3. ORDERING

3.1 RESELLER ORDERS. Customer shall order and purchase the Subscription Service and Professional Services directly from Reseller pursuant to a separate agreement specifying price, payment and other commercial terms. ServiceNow is not a party to such separate agreement but will provide the purchased services pursuant to this Agreement. For each order, Reseller or ServiceNow will provide Customer with a Use Authorization for Customer to sign and return to ServiceNow. ServiceNow will have no obligation to provide services unless and until it has received a Use Authorization signed by Customer. Reseller is not authorized to make any changes to this Agreement (including any Use Authorizations issued hereunder) or bind ServiceNow to any additional or different terms or conditions. Additional orders for ServiceNow products or services may be placed either through Reseller or ServiceNow, provided that if Customer places an order directly through ServiceNow, Customer shall sign an addendum to this Agreement setting forth pricing, payment and other commercial terms between Customer and ServiceNow.

3.2 USE VERIFICATION. ServiceNow or Reseller may remotely review Customer's use of the Subscription Service, and on ServiceNow or Reseller's written request, Customer will provide reasonable assistance to verify Customer's compliance with the Agreement, and access to and use of the Subscription Service. If ServiceNow or Reseller determines that Customer has exceeded its permitted access and use rights to the Subscription Service, ServiceNow will notify Customer and within 30 days thereafter Customer shall either: **(a)** disable any unpermitted use, or **(b)** purchase additional subscriptions commensurate with Customer's actual use.

4. INTELLECTUAL PROPERTY

4.1 SERVICENOW OWNERSHIP. As between the parties, ServiceNow and its licensors exclusively own all right, title, and interest in and to all Intellectual Property Rights in the ServiceNow Core Technology, notwithstanding anything in this Agreement purportedly to the contrary. Except for the access and use rights, and licenses expressly granted in Section 2 (Access and Use Rights; Restrictions; Provision of Professional Services) of this Agreement, ServiceNow, on behalf of itself and its licensors, reserves all rights in the ServiceNow Core Technology and does not grant Customer any rights (express, implied, by estoppel, through exhaustion, or otherwise). Any ServiceNow Core Technology delivered to Customer or to which Customer is given access shall not be deemed to have been sold, even if, for convenience, ServiceNow makes reference to words such as "sale" or "purchase" in the applicable Use Authorization or other documents.

4.2 CUSTOMER OWNERSHIP. As between the parties, Customer and its licensors will retain all right, title, and interest in and to all Intellectual Property Rights in Customer Data and Customer Technology. Customer hereby grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferrable (except as set forth in Section 12.1 (Assignment)), worldwide, right to use Customer Data and Customer Technology solely to provide and support the ServiceNow Products.

4.3 FEEDBACK. ServiceNow encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the ServiceNow Products (collectively, "**Feedback**"). If Customer provides such Feedback, Customer grants to ServiceNow a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 12.1 (Assignment)), non-exclusive, irrevocable, perpetual, worldwide right and license to use, license, and commercialize Feedback (including by incorporation of such Feedback into ServiceNow Core Technology) without restriction.

4.4 PROFESSIONAL SERVICES. Subject to this Section 4.4, ServiceNow assigns (and in the future is deemed to have assigned) to Customer any Newly Created IP upon payment in full by Customer for the Professional Service under which the Newly Created IP was created. If any ServiceNow Core Technology is incorporated into a Deliverable, ServiceNow grants to Customer a non-exclusive, royalty-free, non-transferable (except as set forth in Section 12.1 (Assignment)), non-sublicensable worldwide license to use the ServiceNow Core Technology incorporated into the Deliverable in connection with the Subscription Service as contemplated under this Agreement during the applicable Subscription Term. Nothing in this Agreement shall be deemed to restrict or limit ServiceNow's right to perform similar Professional Services for any other party or to assign any employees or subcontractors to perform similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

5. WARRANTIES; DISCLAIMER OF WARRANTIES

5.1 LIMITED SUBSCRIPTION SERVICE WARRANTY. ServiceNow warrants that, during the Subscription Term, Customer's production instance of the Subscription Service will materially conform to the Product Overview. To submit a warranty claim under this Section 5.1, Customer will submit a support request to resolve the non-conformity as provided in the Subscription Service Guide. If the non-conformity persists without relief more than 30 days after notice of a warranty claim provided to ServiceNow under this Section 5.1, then Customer may terminate the affected Subscription Service, and submit to Reseller a claim for refund to Customer for any prepaid subscription fees covering that part of the applicable Subscription Term for the affected Subscription Service remaining after the effective date of termination. Notwithstanding the foregoing, this warranty will not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made or caused by any person other than ServiceNow or a person acting at ServiceNow's direction. **This Section 5.1 sets forth Customer's exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.**

5.2 LIMITED PROFESSIONAL SERVICES WARRANTY. ServiceNow warrants that the Professional 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 the SOW or Service Description. Customer will notify ServiceNow of any breach within 30 days after performance of the non-conforming Professional Services. On receipt of such notice, ServiceNow, at its option, will either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or will terminate the affected Professional Services, whereupon Customer may submit to Reseller a claim for a refund of any any amounts paid for the nonconforming Professional Services. **This Section 5.2 sets forth Customer's exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.**

5.3 DISCLAIMER OF WARRANTIES. Except for the warranties expressly stated in this Section 5, to the maximum extent allowed by Law, ServiceNow disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written, including warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, and any warranties arising from usage of trade, course of dealing, or course of performance). Without limiting the foregoing, ServiceNow specifically does not warrant that the ServiceNow Products will meet the requirements of Customer or others or will be accurate or operate without interruption or error. Customer acknowledges that in entering this Agreement, it has not relied on any promise, warranty, or representation not expressly set forth in this Agreement.

6. CONFIDENTIAL INFORMATION

6.1 CONFIDENTIALITY OBLIGATIONS. The recipient of Confidential Information will: **(a)** at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event use less than reasonable care; and **(b)** not use it except to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party will limit the disclosure of the other party's Confidential Information to those of its employees and contractors and the employees and contractors of its Affiliates with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement, and then only to employees and contractors subject to binding disclosure and use restrictions at least as protective as those in this Agreement. Each party's obligations under this Section 6 will remain in effect during, and for three years after termination of, this Agreement. Receiving party will, at disclosing party's request, return all originals, copies, reproductions, and summaries of Confidential Information and other tangible materials and

devices provided to receiving party as Confidential Information, or at disclosing party's option, certified destruction of the same. Provisions for return of Customer Data are set forth in Section 11.2 (Return of Customer Data).

6.2 THIRD PARTY REQUESTS. This Agreement will not be construed to prevent receiving party from disclosing the disclosing party's Confidential Information to a court, or governmental body pursuant to a valid court order, Law, subpoena, or regulation, provided that the receiving party: **(a)** gives prompt notice (or the maximum notice permitted under Law) before making the disclosure, unless prohibited by Law; **(b)** provides reasonable assistance to disclosing party in any lawful efforts by disclosing party to resist or limit the disclosure of such Confidential Information; and **(c)** discloses only that portion of disclosing party's Confidential Information that is legally required to be disclosed. In addition, receiving party will cooperate and assist disclosing party, at disclosing party's cost, in relation to any such request and any response to any such communication.

7. INDEMNIFICATION

7.1 BY SERVICENOW.

7.1.1. SERVICENOW OBLIGATION. Subject to the limitations in this Section 7, ServiceNow will: **(a)** defend Customer, and its and their officers, directors, and employees against any Claim: **(i)** to the extent alleging that any ServiceNow Core Technology accessed or used in accordance with this Agreement infringes any third-party patent, copyright, or trademark, or misappropriates any third-party trade secret; or **(ii)** to the extent alleging that ServiceNow's personnel when onsite at Customer's premises caused death, bodily harm, or damage to tangible personal property due to their negligence or willful misconduct; and **(b)** pay any settlement amount or any court-ordered award of damages, under the forgoing subsections (a)(i) and (ii) to the extent arising from such Claim.

7.1.2. MITIGATION. To the extent any Claim alleges any part of the ServiceNow Core Technology infringes any third-party patent, copyright, or trademark, or misappropriates any third-party trade secret, ServiceNow may: **(a)** contest the Claim; **(b)** obtain permission from the claimant for Customer's continued use of its instance of the Subscription Service or any applicable ServiceNow Core Technology; **(c)** avoid such Claim by replacing or modifying Customer's access to and use of its instance of the Subscription Service or any applicable ServiceNow Core Technology as long as ServiceNow provides a substantially similar Subscription Service; or, if ServiceNow determines the foregoing (a), (b), and (c) are not commercially practicable, then **(d)** terminate Customer's access to and use of the affected Subscription Service on 60-days' prior notice, whereupon Customer may submit to Reseller a claim for a refund of any prepaid subscription fees covering any prepaid subscription fees covering that part of the applicable Subscription Term for such Subscription Service remaining after the effective date of termination.

7.1.3. LIMITATIONS. Notwithstanding the above, ServiceNow will have no obligation or liability for any Claim under Section 7.1.1(a)(i) to the extent arising in whole or in part from: **(a)** any access to or use of any ServiceNow Core Technology not expressly authorized under this Agreement, to the extent the Claim would have been avoided without such unauthorized access or use; **(b)** Customer Data or Customer Technology; or **(c)** access to or use of the ServiceNow Core Technology: **(i)** in violation of Law; **(ii)** after termination under Section 7.1.2(d); **(iii)** as modified to Customer's specifications or by anyone other than ServiceNow or its contractors, if the Claim would have been avoided but for such modifications; or **(iv)** combined with anything not provided by ServiceNow, if the Claim would have been avoided but for such combination.

7.2 CUSTOMER OBLIGATION. Customer will: **(a)** defend ServiceNow and ServiceNow Affiliates, and its and their officers, directors, and employees against any Claim to the extent alleging that Customer Data, Customer Technology, or a modification to any ServiceNow Core Technology made to Customer's specifications or otherwise made by or on behalf of Customer by any person other than ServiceNow or a person acting at ServiceNow's direction (but only if the Claim would have been avoided by use of the unmodified ServiceNow Core Technology), infringes any patent, copyright, or trademark, misappropriates any third-party trade secret, or violates any third-party privacy rights; and **(b)** pay any settlement amount or any court-ordered award of damages, under the foregoing subsection (a) to the extent arising from such Claim.

7.3 PROCESS. The obligations of ServiceNow and Customer under Sections 7.1 and 7.2 are conditioned on the indemnified party **(a)** notifying the indemnifying party promptly in writing of any actual or threatened Claim, **(b)** the indemnified party giving the indemnifying party sole control of the defense of such Claim and of any related settlement negotiations, and **(c)** the indemnified party cooperating and, at the indemnifying party's reasonable request and expense, assisting in such defense. Neither party will stipulate, acknowledge, or admit fault or liability on the other's part without the other's prior, written consent. The indemnifying party will not publicize any settlement

without the indemnified party's prior, written consent. **To the extent the parties perform as required, this Section 7 states each party's entire liability and the other party's exclusive remedy for third-party claims and third-party actions.**

8. LIMITED LIABILITY

ServiceNow shall have no liability for any refund that, in accordance with the terms of this Agreement, is to be paid by Reseller. To the extent permitted by Law, each party's total, cumulative liability arising out of or related to this Agreement and the products and services provided under it, whether based on contract, tort (including negligence), or any other legal or equitable theory, will be limited to the amounts paid by Customer for use of the products or provision of the services giving rise to the claim during the 12-month period preceding the first event giving rise to liability. The existence of more than one claim will not enlarge this limit. The foregoing limitation of liability shall not apply to: (a) Customer's obligation to pay for products, services or taxes; (b) a party's obligations in Section 7 (Indemnification); and (c) infringement by a party of the other party's Intellectual Property Rights.

9. EXCLUDED DAMAGES

To the extent permitted by Law, neither ServiceNow nor Customer will be liable to the other or any third party for lost profits (direct or indirect) or loss of use or data or for any incidental, other 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: (a) payments to a third party arising from a party's obligations under Section 7 (Indemnification); and (b) infringement by a party of the other party's Intellectual Property Rights.

10. GROSS NEGLIGENCE; WILLFUL MISCONDUCT

As provided by Law, nothing herein shall be intended to limit a party's liability in an action in tort, separate and distinct from a cause of action for breach of this Agreement, for the party's gross negligence or willful misconduct.

11. TERM AND TERMINATION

11.1. TERMINATION. This Agreement begins on the Effective Date and continues until terminated under its terms. Each party may terminate this Agreement in its entirety: (a) on 30 days' prior notice to the other, if at the time of notice there are no Use Authorizations in effect; (b) immediately on notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership, or liquidation, in any jurisdiction, that is not dismissed within 60 days of its commencement or an assignment for the benefit of creditors; or (c) immediately on notice if the other party materially breaches this Agreement and does not cure such breach within 30 days after the other party's receipt of notice of the breach. Either party may terminate a Use Authorization or SOW on notice if the other party materially breaches this Agreement or the applicable Use Authorization or SOW for the affected service and does not cure the breach within 30 days after receiving notice of the breach from the non-breaching party. Professional Services are separately ordered from the Subscription Service and are not required for use of the Subscription Service. A breach by a party of its obligations with respect to Professional Services shall not by itself constitute a breach by that party of its obligations with respect to the Subscription Service even if the services are enumerated in the same Use Authorization.

11.1.1. EFFECT OF TERMINATION OF SUBSCRIPTION SERVICE. On termination or expiration of the Subscription Service, Customer will stop accessing and using, and ServiceNow will stop providing, the Subscription Service and all related rights granted to Customer in this Agreement will terminate immediately, automatically, and without notice. Customer, within 30 days after the effective date of termination by Customer for ServiceNow's breach, submit to Reseller a claim for refund for any prepaid fees paid to Reseller covering that part of the Subscription Term for the affected Subscription Service, if any, remaining after the effective date of termination. Within 30 days after the effective date of termination by ServiceNow for Customer's breach, Customer shall pay all remaining amounts for the Subscription Term applicable to the Subscription Service covering the

remainder of the Subscription Term regardless of the due dates specified in an applicable ordering document between Reseller and Customer.

11.2 RETURN OF CUSTOMER DATA. After termination or expiration of this Agreement or the applicable Subscription Service, upon Customer's written request, ServiceNow will provide any Customer Data in the Subscription Service to Customer in ServiceNow's standard database export format at no additional charge. Customer must submit such request to ServiceNow within 45 days after termination or expiration of this Agreement or the Subscription Service. ServiceNow is not obligated to maintain or provide any Customer Data after such 45-day period and will, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control, and delete Customer's instances of the Subscription Service.

11.3 SURVIVAL. Sections 2.2 (Restrictions), 4 (Intellectual Property), 5 (Warranties; Disclaimer of Warranties) (solely in accordance with its terms), 6 (Confidential Information) through 10 (Gross Negligence; Willful Misconduct), 11 (Term and Termination) (solely in accordance with its terms), and 12 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of this Agreement.

12. GENERAL PROVISIONS

12.1 ASSIGNMENT. Neither party may assign or novate its rights or obligations under this Agreement, by operation of law or otherwise (any of the foregoing, "Assign"), without the other party's prior written consent. Notwithstanding the foregoing, on notice and without the other's consent: **(a)** either party may in connection with a merger, reorganization, or sale of all or substantially all of such party's assets or equity, Assign this Agreement in its entirety to such party's successor; and **(b)** ServiceNow may Assign this Agreement in its entirety to any ServiceNow Affiliate. Any attempted or purported Assignment in violation of this Section 12.1 will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

12.2 COMPLIANCE WITH LAWS. ServiceNow will comply with all Laws applicable to its provision under the Agreement of the ServiceNow Products, including those applicable to privacy and security of personal information (including mandatory trans-border data transfers and mandatory data breach notification requirements), but excluding Laws specifically applicable to Customer and its industry not generally applicable to information technology service providers regardless of industry. Customer will comply with all Laws applicable to its use of the ServiceNow Products, including those applicable to collection and processing of Customer Data in ServiceNow systems through the Subscription Service. Customer agrees to provide any required disclosures to and obtain any required consents for the transfer of Customer Data to ServiceNow.

12.3 EXPORT COMPLIANCE. Each party will comply with local and foreign export control Laws, including U.S. export control Laws. Customer acknowledges that the ServiceNow Products are subject to U.S. Export Administration Regulations ("EAR") and that Customer will comply with EAR. Without limiting the foregoing, Customer represents and warrants that: **(a)** it is not located in, and will not use any ServiceNow Products from, any country subject to U.S. export restrictions (currently including Cuba, Iran, North Korea, Sudan, Syria, and Crimea Region); **(b)** Customer will not use the ServiceNow Products in the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems; and **(c)** Customer is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local Laws that may impact Customer's right to import, export, or use ServiceNow Products or any of them.

12.4 US GOVERNMENT RIGHTS. ServiceNow software is commercial computer software (as defined in Federal Acquisition Regulation ("FAR") 2.101 for civilian agency purchases and Department of Defense ("DOD") FAR Supplement ("DFARS") 252.227-7014(a)(1) for defense agency purchases) and ServiceNow services are commercial items. If the software is licensed or services acquired by or on behalf of a civilian agency, ServiceNow provides the software, its documentation, and any other technical data subject to this Agreement consistent with FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data). If software is licensed or services acquired by or on behalf of any DOD agency, ServiceNow provides the software, its documentation, and any other technical data subject to this Agreement consistent with DFARS 227.7202-3. If this is a DOD prime contract or DOD subcontract, the DOD agency Customer may acquire additional rights in technical data under DFARS 252.227-7015(b). This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

12.5 NOTICE. Except as otherwise provided in this Agreement, all notices will be in writing and deemed given on: **(a)** personal delivery; **(b)** when received by the addressee if sent by a recognized overnight courier (receipt requested); **(c)** the third business day after mailing; or **(d)** the first business day after sending by email with confirmation of receipt, except that email will not be sufficient for notices regarding a Claim or alleged breach. Notices will be sent as set forth on the first page of this Agreement or as subsequently updated in writing.

12.6 FORCE MAJEURE. ServiceNow is not, and may not be construed to be, in breach of this Agreement for any failure or delay in fulfilling or performing the Subscription Service or any Professional Services, when and to the extent such failure or delay is caused by or results from acts beyond ServiceNow's reasonable control, including: strikes, lock-outs, or other industrial disputes; trespass, sabotage, theft or other criminal acts export bans, sanctions, war, terrorism, riot, civil unrest, or government action; failure of Internet connectivity or backbone or other telecommunications failures, in each case outside of ServiceNow's local network; breakdown of plant or machinery; nuclear, chemical, or biological contamination; fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a "**Force Majeure Event**"). ServiceNow will use reasonable efforts to mitigate the effects of such Force Majeure Event.

12.7 HIGH RISK ACTIVITY. The ServiceNow Products are not designed for any purpose requiring fail-safe performance, including stock trading, financial transaction processing, operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, weapons systems, or other management or operation of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical, property, or environmental damage (each, a "**High Risk Activity**"). ServiceNow, its licensors, and suppliers expressly disclaim all warranties of fitness for any such use.

12.8 EXECUTION. This Agreement may be executed in counterparts, by electronic means to accurately send images, such as via email, or by electronic signature service. Neither party will contest the Agreement's validity solely because a signature was faxed or sent through other permitted electronic means. Each party will deliver to the other an original executed copy of the Agreement promptly after execution.

12.9 WAIVER AND AMENDMENT. Failure by a party to enforce any part of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any right is effective only if in a writing signed by an authorized representative of the waiving party. Any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

12.10 SEVERABILITY. If any term of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, such term will be enforced to the maximum extent permissible, such holding will not affect the remaining terms, and the invalid, unenforceable, or void term will be deemed amended or replaced by a valid, legal, and enforceable term that matches the intent of the original language as closely as possible.

12.11 RELATIONSHIP. The parties are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, agency, or other relationship. Neither party has any right or authority to assume or create any obligation of any kind, express or implied, in the other party's name or on its behalf. No third-party is a third-party beneficiary of, or liable under, this Agreement, and no third-party is responsible for any obligations or liability arising out of Customer's use of the ServiceNow Core Technology.

12.12 GOVERNING LAW; JURISDICTION AND VENUE. If Customer is located in the United States, Canada, or Mexico this Agreement will be governed by the Laws of the State of California, without regard to its conflict of laws principles. The parties irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Santa Clara County, California, for the purposes of adjudicating any dispute arising out of or related to this Agreement. Each party expressly consents to service of process by registered mail. To the extent permitted by Law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods will not apply. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's Intellectual Property Rights.

12.13 COUNTRY SPECIFIC PROVISIONS. For any Customer domiciled outside the United States, Canada, or Mexico, the country-specific provisions following this Section 12 shall replace or supplement the equivalent provisions of the Agreement depending on the following: **(a)** if Customer is executing its Use Authorization with ServiceNow Nederland B.V., then "the Netherlands" provisions apply; **(b)** if Customer is executing its Use Authorization with ServiceNow UK Ltd., then the "United Kingdom" provisions apply; and **(c)** if Customer is domiciled in Australia, then the "Australia" provisions apply.

12.14 EQUITABLE REMEDIES. The receiving party's disclosure of Confidential Information except as provided in this Agreement, or a party's infringement or misappropriation of the other party's Intellectual Property Rights may result in irreparable injury for which a remedy in money damages may be inadequate. In the event of such actual or threatened disclosure, infringement or misappropriation, disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to disclosing party at law or in equity.

12.15 CONSTRUCTION. ServiceNow is obligated to provide ServiceNow Products only in the English language, unless otherwise agreed in writing. The parties have expressly requested that this Agreement and all related documents be drafted in English. *Les parties confirment avoir expressément exigé que le présent contrat et les documents de ServiceNow qui y sont attachés soient rédigés en anglais.* Section headings are for convenience only and are not to be used in interpreting this Agreement. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. Lists of examples following "including", "e.g.", "such as", or "for example" are interpreted to include "without limitation", unless qualified by words such as "only" or "solely." Unless stated or context requires otherwise: **(a)** all internal references are to this Agreement, its parties, and its Exhibits; **(b)** "days" means calendar days; **(c)** "may" means that the applicable party has a right, but not a concomitant duty; **(d)** all monetary amounts are expressed and, if applicable, payable, in U.S. dollars; **(e)** "current" or "currently" means "as of the Effective Date" but "then-current" means the present time when the applicable right is exercised or performance rendered or measured; **(f)** the word "or" will be deemed to be an inclusive "or"; **(g)** URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at such URLs; **(h)** a writing is "signed" when it has been hand-signed (i.e., with a pen) or electronically signed using an electronic signature service by duly authorized representatives of both parties; **(i)** a party's choices, elections, and determinations under this Agreement are in its sole discretion; **(j)** the singular includes the plural and vice versa; **(k)** a reference to a document includes any amendment, replacement, or novation of it; and **(m)** a reference to a thing includes a part of that thing (i.e., is interpreted to include "in whole or in part").

12.16 ENTIRETY. This Agreement (together with the Use Authorizations, Product Overviews, SOWs, and Service Descriptions, all of which are also deemed incorporated by this reference) is the parties' entire agreement regarding its subject matter and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings, negotiations, letters of intent, and proposals, with respect to such subjects. The terms of this Agreement apply to the exclusion of any other terms Customer seeks to impose or incorporate, or that may be implied by trade, custom, practice, or course of dealing. Customer acknowledges it has not relied on any statement, promise, or representation made or given by or on behalf of ServiceNow that is not expressly stated in this Agreement. Customer's orders are not contingent, and Customer has not relied, on the delivery of any future functionality regardless of any verbal or written communication about ServiceNow's possible future plans.

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THE NETHERLANDS

1. The following language shall replace Section 12.12 of the General Terms and Conditions:

If Customer is executing its Use Authorization with ServiceNow Nederland B.V., this Agreement shall be governed by the laws of The Netherlands without regard to its conflict of laws principles. The parties hereby irrevocably consent to the nonexclusive jurisdiction of, and venue in, any court of competent jurisdiction located in Amsterdam, The Netherlands for the purposes of adjudicating any dispute arising out of this Agreement. Each party hereto expressly consents to service of process by registered mail. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

UNITED KINGDOM

1. The following language shall replace Section 12.12 of the General Terms and Conditions:

If Customer is executing its Use Authorization with ServiceNow UK Ltd., this Agreement shall be governed by the laws of the England and Wales without regard to its conflict of laws principles. The parties hereby irrevocably consent to the nonexclusive jurisdiction of, and venue in, any court of competent jurisdiction located in London, England for the purposes of adjudicating any dispute arising out of this Agreement. Each party hereto expressly consents to service of process by registered mail. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

AUSTRALIA

1. The following language shall be added as a new Section 5.4 of the General Terms and Conditions:

COMPLIANCE WITH CONSUMER LAWS. To the extent, if any, that the terms and conditions of the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, or other statutory Law prevents ServiceNow from excluding certain liability as set forth in the Agreement, such liability will be limited to the extent permitted by such Law to one or more of the following: (a) in respect of a supply of services, to: (i) the supplying of the services again, or (ii) the payment of the cost of having the services supplied again; and (b) in respect of a supply of goods, to: (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of the goods, (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods, or (iv) the payment of the cost of having the goods repaired. Notwithstanding any other provision of this Agreement or any Use Authorization or Order Form to the contrary, nothing therein will derogate from any requirement to provide a refund under the Australian Consumer Law. If Customer is acquiring goods or services as a "consumer" for the purposes of the Australian Consumer Law, the benefits given any warranties that are a "warranty against defects" (as such term is defined in the Australian Consumer Law) are in addition to any other rights and remedies available to Customer under a law in relation to the goods or services to which such warranty relates and, in such case, "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

2. The following language shall replace section 12.12 of the General Terms and Conditions:

GOVERNING LAW; JURISDICTION AND VENUE. This Agreement shall be governed by the laws of the state of New South Wales, Australia without regard to its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in New South Wales, Australia for the purposes of adjudicating any dispute arising out of this Agreement. Each party hereto expressly consents to service of process by registered mail. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

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