

**AMENDMENT NO. 1 TO SERVICE AGREEMENT**

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated December 9, 2025 and is between Carahsoft Technology Corp., a Maryland corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

**Recitals**

A. On September 24, 2024, the County and the Contractor entered into agreement number A-24-513 ("Agreement"), for ServiceNow's service management system and related products and services, including maintenance and support services.

B. Following the execution of the Agreement, the County recognized a need for critical upgrades to the software and a need for clearly defined funding for the purchase of additional optional licenses and products as needed.

C. The County and the Contractor now desire to amend the Agreement to increase the maximum compensation by \$517,005, to a new total of \$3,409,005, with no change to the potential four-year term, to address the County's need for software upgrade and additional licenses and products effective December 9, 2025.

The parties therefore agree as follows:

1. Section 3.2 of the Agreement located at page 2, line 13 through line 21 is deleted in its entirety and replaced with the following:

**"Maximum Compensation.** The maximum compensation payable to the Contractor under this Agreement is \$1,539,477 for the initial two-year term of the Agreement. This total includes a buffer of \$93,477 for the optional purchase of any license quantity increases, upgrades, and/or new products as needed and at the sole discretion of the County. In the event this Agreement is extended for its first optional one-year extension ("Year 3"), the total compensation will increase by \$934,764 to a total of \$2,474,241. In the event this Agreement is extended for its final one-year extension ("Year 4"), the total compensation will increase by an additional \$934,764 to a total of \$3,409,005. The total maximum compensation

1 payable to the Contractor for the entire potential four-year term of this  
2 Agreement is \$3,409,005. In the event that the total maximum compensation  
3 amount in the Initial Term, Year 3, and/or Year 4 is not fully expended, the  
4 remaining unspent funding amounts shall roll over to each subsequent term's  
5 established maximum compensation."

- 6 2. Section 3.3 "Invoices" of the Agreement located at page 3, line 1 through line 6 is  
7 deleted in its entirety and replaced with the following:

8 "Invoices. The Contractor shall submit annual invoices referencing the provided  
9 agreement number to the County of Fresno, Information Technology Services  
10 Department, Attention: Business Office, 333 W. Pontiac Way, Clovis, CA 93612,  
11 [itsdbusinessoffice@fresnocountyca.gov](mailto:itsdbusinessoffice@fresnocountyca.gov). The Contractor shall submit any  
12 applicable invoice for products and/or services ordered and not captured on the  
13 annual renewal invoice no later than 60 days after the month in which the  
14 Contractor provides products or performs services and in any case within 60  
15 days after the end of the term or termination of this Agreement."

- 16 3. Section 12.11 "Entire Agreement" located at Page 11, line 5 through line 12 is  
17 deleted and replaced with the following:

18 "This Agreement constitutes the entire Agreement between the Contractor and  
19 the County with respect to the subject matter hereof and supersedes all previous  
20 Agreement negotiations, proposals, commitments, writings, advertisements,  
21 publications, and understandings of any nature whatsoever unless expressly  
22 included in this Agreement. In the event of any inconsistency in interpreting the  
23 documents which constitute this Agreement, the inconsistency shall be resolved  
24 by giving precedence in the following order of priority: (1) the text of this  
25 Amendment No. 1; (2) the Agreement [including Exhibits A through D]; and (3)  
26 Exhibits A through D."

- 27 4. Exhibit A "Compensation" of the Agreement located at page A-1 is deleted in its  
28 entirety and replaced with the attached Exhibit A-1.

- 1 5. When both parties have signed this Amendment No. 1, the Agreement, and this  
2 Amendment No. 1 together constitute the Agreement.
- 3 6. The Contractor represents and warrants to the County that:
- 4 a. The Contractor is duly authorized and empowered to sign and perform its  
5 obligations under this Amendment No. 1.
- 6 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly  
7 authorized to do so and his or her signature on this Amendment No. 1 legally  
8 binds the Contractor to the terms of this Amendment No. 1.
- 9 7. The parties agree that this Amendment No. 1 may be executed by electronic  
10 signature as provided in this section.
- 11 a. An "electronic signature" means any symbol or process intended by an individual  
12 signing this Amendment No. 1 to represent their signature, including but not  
13 limited to (1) a digital signature; (2) a faxed version of an original handwritten  
14 signature; or (3) an electronically scanned and transmitted (for example by PDF  
15 document) version of an original handwritten signature.
- 16 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is  
17 deemed equivalent to a valid original handwritten signature of the person signing  
18 this Amendment No. 1 for all purposes, including but not limited to evidentiary  
19 proof in any administrative or judicial proceeding, and (2) has the same force and  
20 effect as the valid original handwritten signature of that person.
- 21 c. The provisions of this section satisfy the requirements of Civil Code section  
22 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,  
23 Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- 24 d. Each party using a digital signature represents that it has undertaken and  
25 satisfied the requirements of Government Code section 16.5, subdivision (a),  
26 paragraphs (1) through (5), and agrees that each other party may rely upon that  
27 representation.
- 28

e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 1 with an original handwritten signature.

8. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 1.

9. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory  
2 clause.

3 CARAHSOFT TECHNOLOGY CORP.

COUNTY OF FRESNO

4 Natalie LeMay

5 Natalie LeMay (Nov 19, 2025 13:55:56 EST)

6 Natalie LeMay, State & Local Contracts  
7 Manager

8 11493 Sunset Hills Road, Suite 100  
9 Reston, Virginia 20190

Ernest Buddy Mendes

Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

10 **Attest:**

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

11 By: Alyndia Vin

Deputy

12 For accounting use only:

13 Org No.: 8905  
14 Account No.: 7309  
15 Fund No.: 1020  
16 Subclass No.: 10000

## Exhibit A-1

### Compensation

The Contractor will be compensated for performance of its services and provision of products under this Agreement as provided in this Exhibit A-1. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit A-1.

The following products and/or services have a monthly rate of \$0.00 for the entire term of this Agreement:

- ServiceNow AI Search Starter
- ServiceNow IntegrationHub Starter – Transaction
- ServiceNow Agile Team – Module
- ServiceNow Document Intelligence Starter – 5K Document Intelligence Pages

The Contractor shall hold pricing for the products and/or services listed in the below table for the entire potential term of this Agreement.

Product/Service	Monthly Cost per Unit
ServiceNow Strategic Portfolio Management Professional – SPM User	\$94.56
IT Service Management Standard – Fulfiller User	\$69.21
ServiceNow IT Operation Management Visibility	\$6.86
ServiceNow Business Stakeholder User	\$10.05
ServiceNow Software Asset Management Professional	\$1.50
ServiceNow Now Platform App Engine – Fulfiller	\$97.67
IntegrationHub Professional – Transactions	\$5,026.46

### Additional Products and Services

All future purchases of any license quantity increases, upgrades, and/or new products shall be based on operational necessity and at the sole discretion of the County, and shall not exceed \$93,477 during the term of the Agreement. The associated costs will be pro-rated from the date those products or services are made available to the County, will align with the existing ServiceNow Agreement term, and are subject to the maximum compensation of the Agreement.