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## STATEMENT OF WORK

PREPARED FOR:

**County of San Bernardino**

**On behalf of Arrowhead Regional Medical Center**

PROJECT:

**ServiceNow Implementation**

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1.0	March 27, 2020	Original Proposal



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## Section 1.0 Opportunity Summary

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County of San Bernardino, a political subdivision organized and existing under the constitution and the laws of the State of California ("Client"), on behalf of Arrowhead Regional Medical Center, has requested that MoreDirect, Inc. d/b/a Connection ("Service Provider") provide a Statement of Work (SOW) for services in support of its ServiceNow Implementation project ("Services").

Client's access and use of the ServiceNow Subscription Offerings are pursuant to the Subscription Service Agreement, and Subscription Service Guide (which includes (1) the Customer Support Policy, (2) Upgrades and Updates (3) the Data Processing Appendix, and (4) the Data Security Guide), the Product Use Definitions, Product Overview, and where applicable, the Service Descriptions for any purchased packaged professional services published as of the effective date of Client's order at: <https://www.servicenow.com/upgrade-schedules.html> ("ServiceNow Subscription Service Terms"). ServiceNow Subscription Service Terms ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Client may request printed copies of the documents incorporated herein by reference by emailing ServiceNow at [legal.request@servicenow.com](mailto:legal.request@servicenow.com).

The County of San Bernardino is a political subdivision organized and existing under the constitution and the laws of the State of California, operating a hospital or surgery center known as Arrowhead Regional Medical Center (ARMC). ARMC is a 456-bed, state-of-the-art, acute care facility, embracing advanced technology in all patient care and support areas. ARMC offers the latest in patient care by providing a full range of inpatient and outpatient services, four off campus community health centers, behavioral health inpatient services and numerous specialty services. ARMC is fully accredited by the Centers for Medicare and Medicaid Services (CMS) and The Joint Commission. ARMC is Accredited as an American College of Surgeons Level II Trauma Center, with the second busiest emergency department in the State of California. ARMC provides emergency care for approximately 130,460 County residents, 113,769 admissions and approximately 254,000 outpatient visits annually.

### Desired Project Outcomes

- Move from 6 disparate systems to one (BMC, Lansweeper, React...TBD).
- Looking for Help Desk replacement – currently using Lansweeper.
- Immediate reorganization of Change Management process.
- Building out of the CMDB for integration with CMP.
- Looking for better SLA enforcement across IT.
- Long term potential use of EPIC "Community Connect"

### Business Outcomes

- Better vision and cost control
- More manageable system, better automation
- Central platform for automation of tasks and processes
- Better control of licensing spends, and better customer support

The scope of work for these services can be found in Section 2 of this document.

## **Section 2.0 Approach**

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### Phase 1: Project Initiation

#### **Statement of Work**

This Statement of Work is a collaboration between Service Provider and Client to ensure that it appropriately details the actions and description of the specific services, deliverables expectations, and tasks that the parties will be required to perform.

#### **Project Charter**

Upon completion of the SOW, Service Provider's Project Management Office (PMO) will develop a Project Charter that will define the purpose of the project, key participants and roles, governance roles and cadence for oversight and review.

#### **Project Plan & Schedule**

The following are the initial set of milestones related to this implementation project. The milestones will be reviewed during the project as part of the governance and oversight. Adjustments to the milestones may occur based on reviews with the project team and identification of any gaps in requirements or scope.

<b>Milestone</b>	<b>Initial Target Week</b>
<b>Project Kick Off Meeting</b>	<b>Week 1</b>
<b>Detailed Business Requirements &amp; Configuration Design</b>	<b>Week 4</b>
<b>Configuration, Unit Testing, &amp; Prototype</b>	<b>Week 13</b>
<b>User Acceptance Testing (UAT)</b>	<b>Week 15</b>
<b>Go-Live Readiness Review</b>	<b>Week 16</b>
<b>Go-Live (warranty support)</b>	<b>Week 16</b>
<b>Project Closure</b>	<b>Week 18</b>

\* Note: Typical project kick off occurs 1 – 3 weeks following SOW signature to allow for staffing and planning

#### **Project Kick Off**

Service Provider will initiate a Project Kick Off meeting to launch the project and review the detailed project plan and schedule. To ensure alignment and understanding of the purpose and scope of this project, the identified participants from both Client and Service Provider should attend. This includes those Points of Contact (POCs) identified for the respective departments and business function Subject Matter Experts (SMEs) as well as the assigned Service Provider Solution Analyst and Senior Technical Consultants.

### Phase 2: Design

#### **Detailed Business Requirements**

Utilizing the High-Level Business Requirements, Service Provider will conduct a review with the project SMEs to develop, document and affirm the Detailed-Level Business Requirements. Upon completion of the Detailed-Level Business Requirements, Service Provider will analyze each of these requirements

and provide a Gap Analysis to the Client. This analysis will affirm that the Detailed Business Requirements are:

**1. Within Scope as defined by High-Level Business Requirements**

The Detailed Requirements are fully aligned with the High-Level Business Requirements and ServiceNow will be configured to meet the requirements.

**2. Out of Scope as defined by High-Level Business Requirements**

The Detailed Business Requirements are not aligned with the High-Level Business Requirements and/or the capabilities of the application. These gaps in requirements will be presented to the Client with impact analysis. The impact analysis will include:

- Impact on meeting the High-Level Business Requirements and the expected business result.
- Capability of the ServiceNow Application and the implication on the user experience.
- Cost and schedule implications to include the revised requirements within the current scope of this SOW.
- Cost and schedule to defer the revised requirements to a subsequent phase and separate SOW.

Client will determine the appropriate action to address any of the defined gaps during the Gap Analysis.

## **Configuration Design and Validation**

Upon affirmation of the Detailed Business Requirements, the configuration design will be developed. Service Provider will present a Configuration Specification Document to review the configuration design. This review will affirm that the configuration design meets the Detailed-Level Business Requirements and that any material gaps have been identified and reconciled. This review will include but not be limited to sample wireframes, report layouts, system integration, data migration, and workflows.

### *Phase 3: Configuration Development*

#### **Configure**

Based on the information provided, collected and affirmed during the Design Phase, the technical team will configure all application modules and integrations included in this SOW. This configuration effort is to align the inherent capabilities of each ServiceNow module to meet the Business Requirements and defined Configuration Specifications.

#### **Prototype Review**

A Prototype Review will be provided as part of a formal demonstration to verify that the defined requirements and specifications have been implemented in accordance with the defined Configuration Specifications. This review will include traceability from/to each requirement to the Prototype model.

#### **Affirm Deliverables & Gap Analysis**

Upon completion of the collection and review of the Detailed Business Requirements and the Configuration Specifications, Service Provider will provide the Client with a Gap Analysis of any identified gaps. In the event that a gap item is identified, Service Provider will provide a summation that defines the impact of the gap relative to meeting the High-Level Business Requirements, schedule, cost and outline options for mitigation. Client will then decide the course of action that may include but not be limited to:

- Incorporate the gap item in the scope of the implementation via the Project Change Request (PCR) process.
- Defer the gap item to a subsequent project, revision, or future enhancement and thus declare the item Out of Scope (OOS).
- Determine that the gap item is not needed.

## Phase 4: Testing

### **Configuration Testing**

Service Provider will conduct unit testing of the standalone configured ServiceNow modules as well as the modules integrated together; this may include but not be limited to associated data exchange and interfaces, and any supplied data to verify that they are aligned with the prototype and the defined requirements. The specific ServiceNow modules that will be configured are defined within the Deliverables section of this SOW.

### **User Acceptance Testing**

User Acceptance Testing (UAT) activity is conducted by Client for the purpose of defect identification and remediation. Enhancement requests (changes to functionality) are not the purpose of UAT; these will be tracked as gaps which may result in a Project Change Request (PCR). Service Provider is responsible for remediating defects reported by Client.

If Client requires a UAT period longer than the standard two (2) weeks, they may request a change to the project plan. If additional remediation support is anticipated, a work effort increase can be discussed as a gap as well or addressed as deliverable in this SOW.

## Phase 5: Deployment Readiness

### **Business Processes & Readiness Assessment**

Organizations should understand the readiness of the organization to accept changes that are required to fully benefit and leverage the configured ServiceNow Modules. This readiness should include a review of the current business processes and workflows, methods and other supporting tools, and management routines. To accomplish this Client should:

- Conduct a readiness assessment (i.e. current state vs. future state)
- Transformation Model (i.e. organizational change, communication, marketing plan)
- Implement the revised model prior to deployment

### **Deployment Plan & Schedule**

The objective of Deployment Planning is to ensure that configured ServiceNow Modules deployed into the Client's environment are implemented as well as communicated and understood in a structured manner to reduce the risk of failure, ensuring the highest levels of user satisfaction. The purpose of the Service Provider Deployment Plan and Schedule includes:

- Define and agree to deployment plans with all participants and stakeholders.
- User access & security review and plan.
- Ensure that each ServiceNow module consists of the set of defined configured specifications and that related ServiceNow modules are compatible with each other.
- Ensure that all modules are tracked back to the configuration specifications and detailed level business requirements.
- That a back out plan is developed, if appropriate.
- Record and manage deviations, risks, issues related to the deployment, and take necessary corrective action.

## **Training**

Training for the various ServiceNow modules will be delivered to Client by the Service Provider Training team. There will be a training discussion approximately mid-way through the project to review the Client's specific needs. During this meeting, the Service Provider Training team and Client will confirm the intended audiences and types of training most suited for maximum adoption of the platform. The total number of training sessions scheduled will be based on types of training needed, number of audiences, and the requirements will be evaluated against the assumptions made in this SOW. Client SMEs are responsible to schedule and be present for all training sessions delivered.

### *Phase 6: Go-Live*

#### **Readiness Review**

Service Provider will conduct a joint meeting that provides a thorough review of the readiness of all critical elements relating to completing a successful deployment and Go-Live of the configured ServiceNow modules. This joint meeting includes all the leaders of each respective area participating in the deployment. This formal and structured process will also include any appropriate contingency and support that may be required during the initial rollout.

#### **Deployment**

The deployment process consists of several interrelated activities with a defined set of transitions between them. These activities will occur in Client's ServiceNow production environment. The precise processes or procedures within each activity will be identified within the Deployment Plan.

#### **Post Go-Live Support**

Service Provider will provide to Client two (2) weeks of Post Go-live support. This support will be to remediate any defects that are encountered after go-live.

### *Phase 7: Closure*

#### ***Phase 7: Closure***

#### **Post Go-Live Support Plan**

As part of project closure, Service Provider will provide to Client the information to access on-going support from both ServiceNow and Service Provider.

#### **Project Closure Meeting**

While the knowledge of the project is still fresh in everyone's mind, the project closure meeting will be held within 15 days of Go-Live. The meeting's purpose is to review the project's success and challenges, conformance to the requirements, user satisfaction, ensure that skills and knowledge are transferred to operations and support staff to enable them to effectively and efficiently deliver, support and maintain the services according to the required warranties and service levels and to decide what Client and Service Provider can learn from the project.

As part of Service Provider's effort to ensure that the ServiceNow products are fully aligned with the Client on an on-going basis, reach out to the Service Provider sales team to facilitate a quarterly Customer Business Review (CBR). Service Provider would like to review current project initiatives, new Client strategies, and business priorities. This forum allows Service Provider to understand any changes or challenges to identify approaches or solutions to help meet those challenges.

## Section 3.0 Services and Deliverables

### Workshops

Service Provider will conduct and facilitate the necessary workshops with appropriate Subject Matter Experts (SMEs) to validate the Desired Project Outcomes and develop a set of Detailed-Level Business Requirements. The workshop SMEs will also meet to review prototypes and provide the review to collect any variances that may need review in the Gap Analysis. The following are the planned workshops.

Workshop	Purpose/Outcome
<b>Requirement Session(s)</b>	<ul style="list-style-type: none"> <li>Up to fifteen (15) sessions planned</li> <li>Review the Service Provider provided Detailed-Level Business Requirements based on Desired Project Outcomes</li> <li>Develop Detailed-Level Business Requirements</li> <li>Integration &amp; Data Migration Requirements</li> <li>Document gaps between Detailed-Level Requirements and Desired Project Outcomes</li> </ul>
	<p style="text-align: center;"><b>Primary Documented Artifacts</b></p> <ul style="list-style-type: none"> <li>Detailed Level Business Requirements (i.e. workbooks, VTBs, (Visual Task Boards), VTB cards, process guides)</li> <li>Gap Analysis</li> </ul>
<b>Configuration Session(s)</b>	<ul style="list-style-type: none"> <li>Up to fifteen (15) sessions planned</li> <li>Review Configuration Templates</li> <li>Review Dashboard &amp; Report Layouts</li> <li>Review and affirm consolidated Configuration and Report Specifications</li> </ul>
	<p style="text-align: center;"><b>Primary Documented Artifacts</b></p> <ul style="list-style-type: none"> <li>Configuration Specifications</li> </ul>
<b>Prototype Session(s)</b>	<ul style="list-style-type: none"> <li>Up to fifteen (15) sessions planned</li> <li>Review Prototype</li> <li>Document gaps between Prototype &amp; Detailed-Level Business Requirements</li> <li>Determine if Project Change Requests (PCRs) should be submitted for approval</li> <li>Affirm Prototype Review</li> </ul>
	<p style="text-align: center;"><b>Primary Documented Artifacts</b></p> <ul style="list-style-type: none"> <li>Tracking of Configurations to Detail-Level Requirements</li> </ul>

### Configuration of ServiceNow Modules

During this implementation, Service Provider will be responsible for the setup and configuration of the defined ServiceNow modules. Service Provider will configure where possible the out-of-the-box standard configuration to best align the application to meet the defined business requirements.

This configuration may include the creation of and/or changes to forms, fields, validations, workflows, scripts and automations. Service Provider and the Client will determine the extent of these customizations based on the defined requirements.

Module	Summary of Functionality and Capability
<p><b>Core Configuration</b></p>	<p>Core setup includes the general ServiceNow environment configuration, including branding and global properties such as date formatting.</p>
	<p><b>Configuration Parameters and Assumptions:</b></p> <ul style="list-style-type: none"> <li>• One (1) workshop to review ServiceNow Core functionality and introduce configuration areas</li> <li>• Instance Branding, including company logo and colors will be applied to the ServiceNow interface</li> <li>• System properties for time and date preferences will be configured</li> <li>• "Core Data" tables, including Department, Location, Company, and Cost Center in ServiceNow will be updated to support additional attributes (i.e Location ID, etc.)</li> <li>• One (1) data source (spreadsheet) will be normalized and supplied to Service Provider for each piece of "Core Data" to be imported into ServiceNow</li> <li>• One (1) standard email template will be created for all outbound email sent from ServiceNow, including a header with Client logo and standard verbiage</li> <li>• The ServiceNow ITIL security model (ACLs) will be used to supply access for users to the in-scope applications; no custom roles will be created</li> <li>• Complex email functionality requiring custom "Mail Scripts" is not in scope for this implementation</li> </ul>

Module	Summary of Functionality and Capability
<b>LDAP/AD Integration</b>	The ServiceNow LDAP integration is used to create and maintain user profiles as well as include Active Directory security groups utilizing existing LDAP servers.
	<p data-bbox="581 369 1195 401"><b>Configuration Parameters and Assumptions</b></p> <ul data-bbox="459 411 1308 766" style="list-style-type: none"> <li>• One (1) workshop to review ServiceNow LDAP Integration capabilities and introduce configuration areas</li> <li>• One (1) LDAP Server for one (1) AD domain will be used to supply User, Group, and Group Membership information to ServiceNow</li> <li>• If required, assisted setup of one ServiceNow MID Server can be used for a secure connection</li> <li>• Up to thirty (30) attributes will be pulled for all AD object information</li> <li>• No attachment or image attributes will be pulled from Active Directory</li> </ul>

Module	Summary of Functionality and Capability
<b>Single Sign On (SSO) Integration</b>	An SSO Integration can be established within ServiceNow to facilitate user authentication and streamline the login process.
	<p data-bbox="581 1058 1195 1089"><b>Configuration Parameters and Assumptions</b></p> <ul data-bbox="459 1100 1308 1455" style="list-style-type: none"> <li>• One (1) workshop to review ServiceNow SSO integration capabilities and introduce configuration areas</li> <li>• One (1) Identity Provider will be leveraged to authenticate users to ServiceNow; SSO integration with AFDS, Azure, or Okta</li> <li>• Identity Provider must support SAML authentication</li> <li>• All Identity Provider configuration and metadata will be provided by Client</li> <li>• User Provisioning will not be enabled; all user provisioning will be facilitated via the LDAP Integration</li> <li>• Federated SSO will not be supported</li> </ul>

Module	Summary of Functionality and Capability
<b>COVID-19 Applications</b>	<p>ServiceNow recently released four (4) applications purpose built to address business needs related to the COVID-19 situation. These applications can be implemented on a ServiceNow instance via the ServiceNow Store. The four applications include:</p> <ul style="list-style-type: none"> <li>• Emergency Exposure Management (Office365 meeting data, manual data)</li> <li>• Emergency Outreach (mobile app enabled)</li> <li>• Emergency Self Report (notifying employer about situation/ quarantine)</li> <li>• Emergency Response Operations (Assists state and local governments)</li> </ul>
	<b>Configuration Parameters and Assumptions</b>
	<ul style="list-style-type: none"> <li>• One (1) Review session for the COVID-19 application(s) to review functionality.</li> <li>• Service Provider will install and configure (up to 10 hours) selected out-of-box COVID-19 applications.</li> </ul>

Module	Summary of Functionality and Capability
<b>Service Portal</b>	<p>The Service Portal empowers employees and clients by offering self-service support to submit and track Incidents, browse Knowledge, and submit and track requests based on a Service Catalog of available goods and services.</p>
	<b>Configuration Parameters and Assumptions</b>
	<ul style="list-style-type: none"> <li>• One (1) workshop to: <ul style="list-style-type: none"> <li>○ Review ServiceNow Service Portal functionality and introduce configuration areas</li> <li>○ Gather functional and technical specifications for configuration within ServiceNow</li> </ul> </li> <li>• Leverage Service Portal best practices, UX centric design, with flexibility meet Client's needs</li> <li>• Branding updates, including Logo, Imagery, and Site-Colors using the Service Portal "Branding Editor"</li> <li>• Updates to the Service Portal Homepage and pages supporting Service Catalog and Incident Functionality, including the addition, configuration, and removal of functionality within the ServiceNow "Service Portal Designer"</li> <li>• Creation of up to five (5) high-complexity widgets (pro-code)</li> <li>• Modification of up to ten (10) out-of-box (OOB) ServiceNow widgets (low-code)</li> <li>• Configuration of OOB widgets (no-code)</li> </ul> <p>Out of scope: Social Q&amp;A, Service Status (Outage Dashboard), Service Portal Approvals, and Custom Web Development/Branding</p>

Module	Summary of Functionality and Capability
<p><b>Incident Management</b></p>	<p>Incident Management aims to restore service to normal operational levels as quickly as possible. ServiceNow enables organizations to record incidents, classify based on categories and subcategories, prioritize according to impact and urgency, assign to appropriate groups, manage through to resolution, and provide reporting.</p> <p>Client is implementing Incident Management to restore user's service as quickly as possible and to minimize the impact on University operations ensuring the agreed upon service quality levels are maintained.</p>
	<p style="text-align: center;"><b>Configuration Parameters and Assumptions</b></p> <ul style="list-style-type: none"> <li>• One (1) workshop to:               <ul style="list-style-type: none"> <li>○ Review ServiceNow Incident Management functionality and introduce configuration areas</li> <li>○ Assist with updating the Incident Management process</li> <li>○ Gather functional and technical specifications for configuration within ServiceNow</li> </ul> </li> <li>• Configuration of automated email notifications for Incident Creation, Assignment, Commenting, Resolution, and Closure using fields obtained on an Incident record</li> <li>• Configure the Incident form to ensure appropriate information is being collected and accessible, including up to ten (10) new fields to capture Client -specific information (i.e. Caller's Phone Number, Employee ID, On Behalf of)</li> <li>• Automated Prioritization based on the selected Impact and Urgency of an Incident</li> <li>• Automated Assignment based on the Category and Subcategory of an Incident</li> <li>• Inclusion of the Major Incident Process (see next section in the SOW deliverables)</li> <li>• Service Level Agreements (SLAs) will be configured per Priority to define expected timelines for initial response and resolution time for Incidents</li> <li>• Configuration of the ITSM Agent Workspace List and form views leveraging OOB functionality</li> <li>• Up to five (5) Self-Service forms (Record Producers) will capture simple text, user information, and attachments for Incident submission to fulfiller groups</li> <li>• Configure the "Incident Management" Dashboard to include up to three (3) custom Incident Management reports</li> <li>• Enable email sent to the system inbox to create Incidents with default assignment and categorization</li> <li>• Configure assisted creation of related Problems, Knowledge Articles, Child Incidents, Service Catalog Requests, and Change Requests directly from an Incident form</li> </ul>

Module	Summary of Functionality and Capability
<p><b>Problem Management</b></p>	<p>Problem Management is responsible for managing the life cycle of all problems and to prevent problems and resulting incidents from happening. It also aims at eliminating recurring incidents and minimizing the impact of incidents that cannot be prevented.</p>
	<p><b>Configuration Parameters and Assumptions</b></p> <ul style="list-style-type: none"> <li>• One (1) workshop to:               <ul style="list-style-type: none"> <li>○ Review ServiceNow Problem Management functionality and introduce configuration areas</li> <li>○ Assist with development of Problem Management process</li> <li>○ Gather functional and technical specifications for configuration within ServiceNow</li> </ul> </li> <li>• Configure the Problem form to ensure appropriate information is being captured and accessible, including up to five (5) new fields to capture Client -specific information</li> <li>• Automated Prioritization based on the selected Impact and Urgency of a Problem</li> <li>• Configuration of up to five (5) Problem Assignment Rules based on defined conditions</li> <li>• Configuration of automated email notifications for Problem Assignment, Commenting, and Closure using fields captured on a Problem.</li> <li>• Creation of up to three (3) Problem Tasks and Task Assignment Rules for process supporting activities (e.g. Root Cause Analysis)</li> <li>• Ability to categorize as a Major Problem to ensure the outcome is reviewed prior to closure</li> </ul> <p>Configure assisted resolution of related Incidents, workaround communication, creation of related Change Requests, and publishing Known Errors / Knowledge Articles</p>

Module	Summary of Functionality and Capability
<p><b>Change Management</b></p>	<p>Change Management is the method to control the rapid pace of change needed by a business without causing unplanned interruption in the environment. Implementation support for Change Management will provide a centralized system for logging, approving, and auditing of changes.</p> <p>The implementation can be used as the foundation for future advanced workflow development for Change Management to facilitate full automation.</p> <p>Client is implementing ServiceNow Change Management to ensure that standardized methods of and procedures are used for efficient and prompt handing of all changes to minimize the impact of change related incidents upon Client service quality.</p>
	<p style="text-align: center;"><b>Configuration Parameters and Assumptions</b></p> <ul style="list-style-type: none"> <li>• One (1) workshop to:               <ul style="list-style-type: none"> <li>○ Review ServiceNow Change Management functionality and introduce configuration areas</li> <li>○ Assist with updating the Normal Change Management process</li> <li>○ Gather functional and technical specifications for configuration within ServiceNow</li> </ul> </li> <li>• Configure the Change form to ensure appropriate information is being captured and accessible, including up to five (5) new fields to capture Client -specific information</li> <li>• Configuration of automated email notifications for Change Assignment, Approval, Commenting, and Closure using fields captured on a Change Request</li> <li>• Three (3) Change Management Process (Type) will be implemented: Normal; Standard and Emergency Changes are OOB (out-of-box) processes</li> <li>• Three (3) Change Management Processes will be implemented, supporting Technical Approvals via CAB (Change Advisory Board) &amp; eCAB (Emergency Change Advisory Board Approval, Implementation, Post-Implementation, and Review steps</li> <li>• All approvals for Change Requests will be managed through groups</li> <li>• Definition of up to five (5) Maintenance Windows</li> <li>• Leverage the CMDB (Configuration Management Database) to support the Change process</li> <li>• Configure the Change Management Dashboard to include up to three (3) custom Change Management reports</li> </ul>

Module	Summary of Functionality and Capability
Service Catalog/ Request Management	<p>The Service Catalog establishes standardized catalogs of goods and services provided by the IT organization to the supported business units and employees. It also enables online and mobile browsing and requests for goods and services.</p>
	<p style="text-align: center;"><b>Configuration Parameters and Assumptions</b></p> <ul style="list-style-type: none"> <li>• One (1) workshop to: <ul style="list-style-type: none"> <li>○ Review ServiceNow Service Catalog functionality and introduce configuration areas</li> <li>○ Assist with development of Request Management process</li> <li>○ Gather functional and technical specifications for configuration within ServiceNow (SN)</li> </ul> </li> <li>• Up to five (5) sessions to gather requirements for each Catalog Item</li> <li>• Configure the Request Management forms (Request, Requested Item, and Catalog Task) to display appropriate information about a Request</li> <li>• Configuration of automated email notifications for Request Creation, Approval, Assignment, Commenting, and Closure of a Request</li> <li>• Fulfillment of Requested Items will be worked leveraging assignment of Catalog Tasks</li> <li>• One (1) Service Catalog will be configured to support Self-Service browsing, submission, and tracking of Requests (through ServiceNow standard interface and Service Portal)</li> <li>• Fifteen (15) Catalog Items will be created, each with up to ten (10) variables (user input questions) and a fulfillment workflow containing up to ten (10) activities (approvals, tasks, etc.)</li> <li>• Creation of up to two (2) order guides (catalog item bundling into a single request)</li> <li>• Definition and implementation of a maximum of three (3) Service Level Agreements associated with Service Catalog request fulfillment</li> <li>• Create or update a maximum of four (4) reports</li> <li>• Configure one (1) request dashboard</li> <li>• Out of scope: Integrations, Orchestration of automated tasks via 3rd party applications</li> </ul>

Module	Summary of Functionality and Capability
<p><b>Interactions (ITSM)</b></p>	<p>Interactions allows Service Desk Agents to create a call record and quickly capture basic information from a customer contact. Service desk personnel can more quickly process customer calls by retaining and reusing the information captured during the call.</p> <p>At the end of the call, the Service Desk Agents can decide the action to take:</p> <ul style="list-style-type: none"> <li>• Transfer the call record to an incident, problem, change, or service catalog request.</li> <li>• Record the call as another type of contact, such as a wrong number.</li> </ul>
	<p style="text-align: center;"><b>Configuration Parameters and Assumptions</b></p> <ul style="list-style-type: none"> <li>• One (1) workshop to review Interaction functionality and introduce configuration areas</li> <li>• Configure a maximum of ten (10) Interaction related fields</li> <li>• Configure a maximum of two (2) Interaction related forms/views</li> <li>• Configure a maximum of six (6) Interaction related call types</li> <li>• Configure a maximum of three (3) Interaction related reports</li> <li>• Configure a maximum of four (4) Interaction related Business Rules</li> </ul>

Module	Summary of Functionality and Capability
<b>Knowledge Management</b>	<p>Knowledge Management (KM) orchestrates the knowledge lifecycle, helps capture knowledge, increases knowledge sharing, and presents relevant information to support the various ITIL processes.</p>
	<p style="text-align: center;"><b>Configuration Parameters and Assumptions</b></p> <ul style="list-style-type: none"> <li>• One (1) workshop to: <ul style="list-style-type: none"> <li>○ Review ServiceNow Knowledge Management functionality and introduce configuration areas</li> <li>○ Gather functional and technical specifications for configuration within ServiceNow (SN)</li> </ul> </li> <li>• Creation/configurations up to two (2) Knowledge Bases (KBs)</li> <li>• Up to two (2) Knowledge Bases will be configured to support Service Desk and Self-Service Knowledge Functionality</li> <li>• Updates to the two (2) Knowledge Publishing workflows and two (2) Knowledge Retirement workflows</li> <li>• Creation/configuration of up to two (2) Article Templates (custom, KCS, or etc.)</li> <li>• Creation/configuration of up to three (3) Knowledge Blocks to manage users' access to knowledge articles that are only applicable to them</li> <li>• Creation/configuration of up to five (5) email notifications</li> <li>• Create or modify of up to three (3) KM reports</li> <li>• Creation of up to one (1) KM Dashboard</li> <li>• Baseline functionality of user feedback on Knowledge Articles, including commenting, '5-star' rating, and the ability to mark an article as helpful</li> <li>• Ability to draft Knowledge Articles upon Closure of an Incident</li> <li>• Service Provider will work with the Knowledge Managers to migrate up to five (5) Knowledge Articles; this will transfer knowledge to the Client's team so they can provide ongoing support for KM</li> <li>• Not in scope: All Social Q&amp;A (Community) features of Knowledge; Article Quality Index (AQI) Checklists</li> </ul>

Module	Summary of Functionality and Capability
<p><b>Asset Management (Hardware)</b></p>	<p>Asset Management integrates the physical, technological, contractual, and financial aspects of information technology assets. Asset Management goals includes controlling inventory, reducing purchasing and maintenance costs, life cycle management, improving service delivery, and creating standards and processes for managing assets.</p> <p>Asset Management and Configuration Management (CMDB) are related but have different goals. Asset Management focuses on the financial tracking of company property. Configuration Management focuses on building and maintaining elements that create an available network of services.</p>
	<p style="text-align: center;"><b>Configuration Parameters and Assumptions</b></p> <ul style="list-style-type: none"> <li>• One (1) workshop to:               <ul style="list-style-type: none"> <li>○ Review ServiceNow Asset Management (Hardware) functionality and introduce configuration areas</li> <li>○ Gather functional and technical specifications for configuration within ServiceNow (SN)</li> </ul> </li> <li>• Establish accurate data synchronization between assets and configuration items, to support both Asset and Configuration Management processes</li> <li>• Assets and their corresponding configuration items will be created using a supplied standard ServiceNow Discovery process</li> <li>• This activity involves the creation of CI records in the CMDB for each CI that has previously been identified as part of the CMDB design</li> <li>• Assets will be populated via SN Discovery (see the CMDB w/ SN Discovery and integration section of this SOW)</li> <li>• Define and configure up to four (4) Stock Rooms, four (4) Stock Room Rules, and two (2) Inventory Transfer processes</li> <li>• Define and configure a maximum of ten (10) Asset related fields across all native ServiceNow tables</li> <li>• Define and configure a maximum of two (2) Asset related forms/views</li> <li>• Define and configure up to six (6) asset inventory reports and up to one (1) Asset related dashboard</li> <li>• Define and configure up to two (2) Asset reports and update up to one (1) native (OOB) Out-of-Box Asset Management related dashboard</li> <li>• Define and configure a maximum of three (3) Asset email notifications</li> </ul>

Module	Summary of Functionality and Capability
<p><b>Configuration Management (CMDB) with Discovery</b></p>	<p>Configuration Management tracks and manages all Configurations Items deployed or held in reserve, manages Configuration Item (CI) relationships. The CMDB (which contains all CIs) is the foundation for ITIL disciplines including incident, problem, and change processes.</p> <p><b>Configuration Management</b></p> <ul style="list-style-type: none"> <li>• Two (2) workshops to: <ul style="list-style-type: none"> <li>○ Review ServiceNow Configuration Management &amp; Discovery functionality and introduce configuration areas</li> <li>○ Assist with updating the Configuration Management process</li> <li>○ Gather functional and technical specifications for configuration within ServiceNow</li> <li>○ Up to three (3) Requirement Breakout sessions will be conducted to determine data specification per CI Class</li> </ul> </li> <li>• Leverage out-of-box CI class forms and fields</li> <li>• Client may elect to leverage the “Help the Help Desk” agent to manage computers that are commonly off network</li> <li>• Review/validate discovered CI information for population of CMDB</li> <li>• Configure a maximum of two (2) reports for CMDB</li> <li>• Configure a maximum of two (2) CMDB related dashboards</li> <li>• Develop an ongoing CMDB maintenance process, which includes the use of the ServiceNow Discovery to ensure an accurate CMDB ongoing</li> <li>• Client will provide any SMEs, process owners, configuration management expertise to deliver technical and functional information to Service Provider for this implementation Project</li> <li>• Out of scope: Business Services, Service Mapping, Event Management, Orchestration</li> </ul> <p><b>Discovery</b></p> <ul style="list-style-type: none"> <li>• Population of configuration items (CIs) with ServiceNow’s Discovery and which includes up to 400 units</li> <li>• Setup of MID Servers to execute probes, sensors, and patterns for Discovery</li> <li>• Utilization of out-of-the-box probes and sensors and creation of up to five (5) custom probes or sensors to explore Client’s environment</li> <li>• Utilization of out-of-the-box patterns and creation of up to five (5) custom patterns to locate devices</li> <li>• Up Discovery in up to three (3) Datacenters</li> <li>• Configuration of up to three (3) Discovery schedules</li> <li>• Discovery of out-of-box Configuration Item Classes (i.e. Windows Servers, Firewalls, Desktops, etc.) will be populated with Client specific data</li> <li>• Define and configure up to ten (10) CI relationships</li> <li>• Client will provide credentials with proper rights to discover CIs</li> <li>• Client will setup firewall rules to permit communication between Discovery &amp; CIs</li> <li>• Up to two (2) reports specific to Discovery</li> </ul>

Module	Summary of Functionality and Capability
<b>Performance Analytics (ITSM)</b>	<p>Performance Analytics provide secure, simple access to key performance indicators (KPIs) and metrics that enable you to be proactive about improving business services. Rich, interactive visualizations empower you with accurate data needed to drive service delivery quality and efficiency.</p>
	<p>Performance Analytics provides the actionable insight needed to proactively invest organizational time, money, and resources in the best places to drive continual service improvement.</p>
	<p style="text-align: center;"><b>Configuration Parameters and Assumptions</b></p> <ul style="list-style-type: none"> <li>• One (1) workshop to: <ul style="list-style-type: none"> <li>○ Review ServiceNow Performance Analytics functionality and introduce configuration areas</li> <li>○ Gather functional and technical specifications for configuration within ServiceNow (SN)</li> </ul> </li> <li>• Assist in the review of your Indicator and Breakdown sources to confirm data accuracy</li> <li>• Configure security and access to so Client may control access to the data</li> <li>• Configure basic features, common administrative activities, how to visualize data, set targets and begin harvesting business intelligence</li> <li>• Define and configure a maximum of three (3) custom reports; this includes KPIs, scorecards, data collection, etc. required to produce the reports</li> <li>• Creation of custom KPIs is not included; existing KPIs will be leveraged</li> <li>• Configure a maximum of two (2) dashboards</li> </ul>

Integration	Summary of Functionality and Capability
<p><b>Epic (Incident Management)</b></p>	<p>The purpose of this integration is to connect the Client ServiceNow platform with the Client Epic platform to support Incident Management.</p> <p>The Integration will include analysis of the data source(s), setup of the connection of the external application to the ServiceNow instance to enable bidirectional data communication, and appropriate classification of data.</p>
	<p align="center"><b>Configuration Parameters and Assumptions</b></p>
	<ul style="list-style-type: none"> <li>• Configuration of a custom REST based bidirectional integration between Client’s ServiceNow instance and Client’s Epic platform for Incident Management</li> <li>• Analysis of the data source(s), data workflow and integration triggers that define the integration.</li> <li>• Mapping of the ServiceNow Incident record data to be transferred between Client’s Epic platform and Client’s ServiceNow instance via the integration</li> <li>• The integration will be used to transfer up to thirty (30) data attributes for each Incident between Client’s Epic platform and Client’s ServiceNow instance</li> </ul> <p>Assumptions</p> <ul style="list-style-type: none"> <li>• Client will make available the technical resources, which know and can configure the 3rd party system for integration purposes.</li> <li>• Please note that as the engagement progresses actions may need to take place directly in the production instance.</li> <li>• Client will provide the necessary credentials to access the ServiceNow instance(s) with administrator and security administrator roles enabled.</li> <li>• Client will complete any additional templates and requirement information as requested and where applicable.</li> <li>• Client will be responsible for reviewing the records created by the integration and validating data quality</li> <li>• Client is responsible for any costs or subscriptions associated with any of the integrations (i.e. plugins, etc.).</li> </ul>

## ***Training***

### **Train-the-Trainer**

Service Provider will provide fulfiller training to Client on the following applications.

- Incident Management
- Problem Management
- Change Management
- Knowledge Management
- Request Management

The training deliverables (per application listed) are:

- One (1) Training sessions for up to fifteen (15) users per application/process noted above. Each training session takes approximately 1.5 – 2 hours.
- Sessions include a live demo/walk-thru of the process/applications on the Client's instance. The sessions may be recorded by the Client for future use.
- A single presentation slide deck for the processes noted, plus any content needed to describe supporting applications (i.e. Service Portal)
- Quick Reference Cards for each application/process noted (as a take-away to training sessions).

### **Knowledge Transfer**

Service Provider will provide a knowledge transfer (KT) to Client on the following applications.

- Interactions
- Performance Analytics
- Service Portal
- Asset Management (Hardware)
- Configuration Management (CMDB)
- Epic Integration

The KT deliverables (per application listed) are:

- One (1) KT session per configuration area noted above. Each KT session takes approximately 1 hour.
- Sessions include a live demo/walk-thru of the process/applications on the Client's instance. The sessions may be recorded by the Client for future use.

If the Client elects to make changes to the training or knowledge transfer deliverables above (for example, additional audiences, additional sessions, other materials - Videos, Hands-on Labs, User Documentation), note that these changes may be outside the scope of Service Provider's standard training package and will be negotiated outside of this SOW as a Project Change Request.

### Additions, Changes & Alterations

When authorized by Client and under mutual agreement, Service Provider will modify any services that are beyond the scope of SOW. Such services will only be done upon the full execution of the parties. Tasks not specifically stated as being performed by Service Provider in SOW or requirements defined as part of a Gap Analysis are considered outside the scope of this Project.

Service Provider will provide estimates of any costs associated with changes prior to the execution of additional services or costs outside of this SOW.

### Implementation Roles & Responsibilities

#### **Service Provider**

Service Provider will provide the following resources to the project:

Service Provider will provide the following resources to the project:

<b>Role</b>	<b>Area of Responsibility</b>
Executive Sponsor	<ul style="list-style-type: none"> <li>• Delivery</li> <li>• Senior Level Contact</li> </ul>
Account Executive	<ul style="list-style-type: none"> <li>• SOW</li> <li>• High-Level Business Requirements</li> </ul>
Solution Consultant	<ul style="list-style-type: none"> <li>• SOW Support</li> <li>• High-Level Business Requirements Review</li> <li>• Budget</li> <li>• Milestone Schedule</li> </ul>
Service Provider PMO & Project Manager	<ul style="list-style-type: none"> <li>• Will facilitate the project planning,</li> <li>• Provide implementation expertise</li> <li>• Manage Project Plan compliance</li> <li>• Assign and allocate appropriate resources in the context of Service Provider Master Schedule</li> <li>• Manage escalations</li> <li>• Track Risks &amp; Decision Points</li> <li>• Facilitate and record weekly project status calls</li> <li>• Meet regularly with Client Project Manager and prepare a weekly project status report</li> <li>• Project closure</li> </ul>
Solution Architect(s) (Process Consultants)	<ul style="list-style-type: none"> <li>• Collect the Detail-Level Business Requirements</li> <li>• Document Configuration Specification</li> <li>• Obtain Affirmations</li> <li>• Demonstrate and Review Prototype</li> <li>• Provide UAT and Go-Live defect remediation support</li> </ul>
Technical Consultant(s) (SN Developers)	<ul style="list-style-type: none"> <li>• Perform the application build/configuration</li> <li>• Customization and implementation of in-scope applications</li> <li>• Assist with knowledge transfer</li> <li>• Perform data migration and/or integrations as required</li> <li>• Provide UAT and Go-Live defect remediation support</li> </ul>

Role	Area of Responsibility
Integration Expert(s)	<ul style="list-style-type: none"> <li>Work with Client's system experts to integrate SN with the Client's external system to support business processes within SN</li> <li>Execute the uni- or bi-directional integration to permit the transfer of required data points to appropriate tables and columns</li> <li>Provide UAT and Go-Live defect remediation support</li> </ul>
Web Consultant(s)	<ul style="list-style-type: none"> <li>Provide expertise designing and executing the Service Portal</li> <li>Review configuration specification to ensure optimal leverage of ServiceNow capabilities</li> <li>Provide UAT and Go-Live defect remediation support</li> </ul>

*\*Service Provider reserves the right to adjust the team composition where appropriate that aligns with the project activities required.*

## CLIENT

The Client will provide the following resources to the project:

Role	Area of Responsibility
Executive Sponsor	<ul style="list-style-type: none"> <li>Decision Maker</li> <li>Authorizer of Scope Modifications or Project Change Requests (PCRs)</li> <li>Lead the Client Governance Team</li> <li>Provide reinforcement for adopting ServiceNow</li> <li>Establish expectations for the necessary internal organizational changes</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>Maintain schedule compliance</li> <li>Manage Client Assigned Deliverables</li> <li>Manage Client resource, tasks, and schedule compliance</li> </ul>
Business Lead	<ul style="list-style-type: none"> <li>Review Detailed-Level Business Requirements</li> <li>Participate in Gap Analysis development</li> <li>Participate in Reviews &amp; Affirmation</li> </ul>
ServiceNow Administrator	<ul style="list-style-type: none"> <li>Workshop Participant(s)</li> <li>Participate in Reviews, Acceptance of Requirements, Configuration Specifications, and Prototypes</li> <li>Participate in UAT and report defects; retest after Service Provider remediation</li> <li>Participate in Deployment Readiness Review</li> <li>Report Go-Live defects; retest after Service Provider remediation</li> <li>Support the ServiceNow platform beyond Go-Live</li> </ul>
SMEs	<ul style="list-style-type: none"> <li>Workshop Participant(s)</li> <li>Participate in Reviews, Acceptance of Requirements, Configuration Specifications, and Prototypes</li> <li>Participate in UAT and report defects; retest after Service Provider remediation</li> <li>Participate in Deployment Readiness Review</li> <li>Report Go-Live defects; retest after Service Provider remediation</li> </ul>

### Client Requirements

To successfully complete this project and for Service Provider to timely provide the deliverables Client will:

- Provide Service Provider with the necessary access to data and information before or at the time of project kickoff
- Assign the necessary resources to effectively compile all the necessary requirements.
- Service Provider recommends Client provide at least one (1) ServiceNow trained administrator to support the system during and after implementation.
- Provide resources to assist with any external systems as it relates to integrations or migrations with ServiceNow; Service Provider will not provide experts or support for third party systems
- Participate in the necessary reviews and check points to ensure alignment with the defined requirements and provide timely affirmation or change request relating to the deliverables.
- Assign resources to participate and manage the Client activities as it relates to designing, planning, deployment and support of the ServiceNow modules.
- If process design is not included in the scope of this SOW, the Client must provide process documentation for all processes/applications that will be configured
- Timely participation in the scheduled status meetings and escalate for appropriate risk management.

### Assumptions

The following assumptions were used in developing the terms and costs related to this SOW.

- Client will obtain the necessary licenses required for the implementation.
- ServiceNow Modules are limited to those defined in the Deliverables and Services Section.
- It is the Client's responsibility to provide the data from the Client's system to Service Provider related to the required Data for Go-Live.
- If during the course of this project Service Provider discovers any configurations or customizations not OOB that impact the deliverables in this SOW, Service Provider will discuss findings with Client and handle remediation work efforts as a gap in scope; any potential remediation efforts are out of scope; please refer to "Phase 2: Design" section of this SOW for details regarding the Gap Analysis
- Service Provider assumes there will be no co-development during this project; development by other partners and/or the Client admin(s)/developer(s) is not accepted by default and will be handled as a gap in scope as well
- Client is responsible to co-develop, manage, and test all system interfaces for data exchange to support the on-going functionality of the ServiceNow modules.
- UAT will be a continuous effort and Client will assign trained resources.
- Technical affirmations at the defined stages of the project will be provided within 3 days of the Service Provider request.
- Deployment will be within 2 weeks of the completion of UAT.
- Place of performance shall be a combination of remote and at the Client site.

### Acceptance Criteria

Service Provider will request Client to authorize the approval to begin each phase of the project. This authorization will be presented as a "Verification and Authorization to Proceed" document. The execution of this document confirms acceptance of the deliverables for that respective phase.

### Anticipated Duration

It is anticipated that the project duration will be eighteen (18) weeks following the kickoff.

### Completion Criteria

Service Provider will request Client to authorize the approval to begin each phase of the project. This authorization will be presented as a "Verification and Authorization to Proceed" document. The execution of this document confirms acceptance of the deliverables for that respective phase.

### Out of Scope

Unless otherwise stated within this SOW, the following tasks / deliverables are specifically excluded and are considered Out of Scope items that are not associated with this Scope of Work or SOW:

1. This project does not include any installation / configuration of software not specifically listed.
2. This project does not include setup, cabling, or configuring of any LAN/WAN hardware.
3. This project does not include development or debugging of any scripts.
4. This project does not include formal classroom training

## **Section 4.0 General Assumptions**

Both Client and Service Provider are responsible for the successful execution of this project. Service Provider's responsibilities have been set forth elsewhere in this SOW. Client agrees to the following assigned responsibilities:

1. Prior to the scheduling of this project, Client and Service Provider shall deliver in writing (or Email) to each other the respective primary point of contact ("Client Contact").
2. All project communications will be addressed to primary point of contact.
3. The primary point of contact shall:
  - a. Have the authority to act on behalf of the Client in all aspects of the project.
  - b. Have the authority to resolve conflicts.
  - c. Ensure that any communication between Client and Service Provider is made through the appropriate Project Manager.
  - d. Obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
  - e. Ensure that assigned project personnel have reasonable and safe access to the project site and adequate office space, as required.
4. Client will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts").
5. Service Provider may request that meetings be scheduled with Technical Contacts.
6. Client will inform Service Provider of all access issues and security measures, and provide access to all necessary hardware and facilities.
7. Client is responsible for providing all hardware, software, and facilities for the successful completion of this project. Facilities and power must meet manufacturer requirements for the products purchased.
8. Client may be responsible for developing or providing documentation, materials and assistance to Service Provider and agrees to do so in a timely manner.
9. Service Provider personnel will honor Client confidentiality requests and will work to meet / follow internal security guidelines.
10. Service Provider Services are performed by Service Provider resources or a member of their Premier Partner Network.
11. Service Provider employees and sub-contractors will not work in an environment that exposes them to safety or environmental hazards, including but not limited to asbestos.
12. Client is responsible for reporting that buildings, worksites, and associated locations have been tested for safety or environmental hazards, including but not limited to asbestos, and all traces have been abated to OSHA standards.
13. Client is responsible for notifying Service Provider of the presence of safety or environmental hazards, including but not limited to asbestos, in any buildings, worksites, or associated locations prior to work beginning.
14. Client is responsible for all costs associated with any work delays caused by the discovery of safety or environmental hazards, including but not limited to asbestos.
15. Client is responsible for costs associated with all abatement procedures and delays caused in the project execution. Service Provider assumes no responsibility for executing abatement procedures for safety or environmental hazards, including but not limited to asbestos.
16. Client is responsible for any time and expense associated with permits necessary per local city codes or ordinances.

## Section 5.0 Pricing

Solution	T&M Effort	Investment
<b>Project Estimate</b> <ul style="list-style-type: none"> <li>• ServiceNow ITSM &amp; ITOM           <ul style="list-style-type: none"> <li>• Workshops (Requirements)</li> <li>• SN Application Configuration</li> <li>• Integrations</li> <li>• Data Migration</li> <li>• Training</li> <li>• UAT Support</li> <li>• Go-Live and Go Live Support</li> </ul> </li> </ul>	<b>1,174 hours</b>	<b>234,800</b>

This fee estimate is not a fixed-fee amount. Actual amount of work effort to complete the project or for a specific deliverable or role may be greater than or less than the estimated hours shown. Any major changes that would affect the intended scope of this project may result in a Project Change Request (PCR) being required.

Any delays in schedule caused by factors outside the control of the project may result in a Project Change Request (PCR) being required if the delay causes a major time extension of project resources.

In the event that delays on the part of Client results in a burden on Service Provider, including but not limited to personnel scheduling and travel costs, Service Provider will notify the Client and Service Provider may elect to invoice at the hourly rate defined for those services and expenses.

### \*Configuration Parameters and Assumptions

- One (1) Review session for the COVID-19 application(s) to review functionality.
- Service Provider will install and configure (up to 10 hours) selected out-of-box COVID-19 applications.

### Pricing Assumptions

1. This quote for Services is valid for 30 days from the date delivered to the Client.
2. If Client does not question an invoice in writing within one month of receipt, it will be considered accurate and acceptable.
3. Pricing included within this SOW does not include any applicable taxes.
4. Pricing above assumes all project tasks will be performed contiguously unless otherwise agreed to by Client and Service Provider.
5. To control costs and maximize value, travel expenses included in pricing above assumes timely advance scheduling.
  - a. Projects scheduled less than 21 days in advance or rescheduled within 21 days of the start date may result in increased travel expenses.
  - b. The Client agrees to be invoiced for any travel expenses and related fees, including any related cancellation fees, incurred due to project cancellation after such travel has been coordinated, booked and purchased.
6. Any delays in schedule caused by factors outside the control of the project may result in a Project Change Request (PCR) being required if the delay causes a major time extension of project resources.

7. In the event that delays on the part of Client results in a burden on Service Provider, including but not limited to personnel scheduling and travel costs, Service Provider will notify the Client and Service Provider may elect to invoice at the hourly rate defined for those services and expenses.
8. Unless otherwise set forth in an Exhibit or Statement of Work, Service Provider agrees to provide services during local service hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. Local legal holidays will apply.
9. Unless previously agreed to, Service activities scheduled for non-standard working hours require additional charges. As set forth below, Non - standard working hours are defined as follows:
  - a. Monday through Friday, before 8AM or after 5PM local service activity location time.
  - b. Saturday & Sunday (all day).
  - c. Legal Local Holidays.
  - d. Service Provider recognized Holidays, schedule available upon request for all non-standard working hours as defined above and for any hours billed by a Service Provider employee or contractor in excess of the hours required under local law such that they may be considered overtime hours, Client will pay Service Provider an hourly rate equal to the greater of time and a half of the then current hourly charges billed by Service Provider for such employee or contractor, or such multiple of the hourly rate as required under local law.

### Pricing & Invoice Terms and Conditions

This project is a Time and Material pricing type with Separate expenses and a Bi-Weekly invoicing structure associated with it and as such the following terms apply to this project:

#### **Pricing Terms**

The pricing listed is estimated and the actual number of hours required to complete the service will be reflected on the invoice.

#### **Expense Terms**

Expenses are listed as a separate line item in the pricing table and are estimated. Client will be invoiced for actual expenses required to complete the service.

#### **Invoicing Terms**

Client agrees to be invoiced bi-weekly for any services rendered prior to the invoice date. Bi-Weekly labor and expenses may be invoiced separately.

For applicable Time and Materials engagements, Client agrees to be invoiced for actual time and materials up to 20% beyond the original estimate

Any adjustments to the scope, schedule, or deliverable as well as any changes in the estimated hours, expenses, or materials related to the project may result in the development of a Change Order (Exhibit B).

## **Section 6.0 SOW / Project Acceptance Summary**

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### SOW Acceptance

Upon Client acceptance of the SOW Acceptance Page and delivery back to Service Provider, Service Provider will countersign the SOW Acceptance Page (upon Client request) and return copy to appropriate Client contact.

### Project Commencement

1. Upon execution of the SOW Acceptance Page contained in Section 6 of this document, Service Provider will work with Client to finalize Project Commencement Date.
2. No project work will begin prior to execution of the SOW Acceptance Page contained in Section 6 of this document.

### Project Acceptance

Upon completion of some or all of the service tasks listed in SOW# ENT200327003, Service Provider may present a form of Proof of Delivery, POD, to Client for the purpose of Client acknowledgement of services delivery. Proof of Delivery could include but is not limited to the list below.

1. The Acceptance for Services Delivered (ASD) form (see Exhibit A attached).
2. Client email acknowledgement of work completed.
3. Client faxed acknowledgement of work completed.
4. Signed proof of order agreeing to be invoiced.
5. Time sheet with hours worked.

*Note: The acknowledgement form listed above will not preclude Client from contesting charges or Services delivered at a later date; it simply acknowledges the delivery of Service.*

**Important Note:** Client shall have seven (7) business days to respond to the ASD. If, after seven days of request by Service Provider, there has been no Client response (Acceptance or Dispute), Service Provider will consider this as a statement of acceptance of the Services performed and Service Provider will invoice for these Services immediately.

## Section 7.0 SOW Acceptance for SOW #ENT200327003

By signing this document, Client agrees to all sections of this Statement of Work and to provide full and timely payment for completion of this project per the terms and conditions of this Agreement.

1. Service delivery will be scheduled following Service Provider's receipt of this signed Agreement and, if applicable, the accompanying purchase orders (PO), unless otherwise agreed upon by Client and Service Provider.
2. The estimated dates for beginning and conducting the project will be mutually agreed upon by Client and Service Provider.
3. Client delays to the project schedule may incur additional costs.
4. Upon execution of this Agreement, please deliver signed Agreement to Account Manager and or Project Manager listed on page 2 of this document.

**Client:**

**County of San Bernardino**

**Project Name:**  
**SOW #:**  
**SOW Revision:**

**ServiceNow Implementation**  
**ENT200327003**  
**1.0**

**ACCEPTED BY:**  
**MoreDirect, Inc. d/b/a Connection**

**ACCEPTED BY:**  
**County of San Bernardino on behalf of**  
**Arrowhead Regional Medical Center**

**Name:** Kerri L. Crowell  
(Please Print)

**Name:**  
(Please Print) Curt Hagman

**Title:** Vice President, Operations  
(Please Print)

**Title:**  
(Please Print) Chairman, Board of Supervisors

**Signature:** 

Digitally signed by Kerri L. Crowell  
DN: cn=Kerri L. Crowell, o=MoreDirect, inc. dba  
Connection, ou=Enterprise,  
email=kerri.crowell@connection.com, c=US  
Date: 2020.06.11.15:22:50 -0700

**Signature:**

**Date:** June 11, 2020

**Date:**

**Please return entire document including the SOW Acceptance for SOW #ENT200327003 page.**

Purchase Order# \_\_\_\_\_ OR check here  if PO not required for billing purposes  
(Note: If neither option is entered, Account Manager will contact to verify before kickoff)

## Section 8.0 Terms and Conditions

### STANDARD TERMS AND CONDITIONS

These **Terms and Conditions** are entered into by and between Service Provider and Client.

#### 1. Services & Statements of Work

The Services to be covered under this Agreement are set forth in one or more Statements of Work ("SOW"), together with any Exhibits, which shall reference this Agreement; and the terms and conditions contained herein will be a part of any such Statements of Work or Exhibits. In the event Client chooses to order products or services from Service Provider utilizing the Internet or Service Provider's website, the terms and conditions contained therein shall apply to any such products or services ordered. The cost, installation and functioning of all products not provided by Service Provider in rendering services hereunder, including, without limitation, electric power, electrical wiring, cabling, telephone equipment, computers, modems, printers, tables, etc. shall be Client's sole responsibility.

#### 2. Pricing & Terms of Payment

- (a) The price for services to be provided will be set forth in Exhibits or SOWs. Service Provider may, after the initial term of an Exhibit of Statement of Work, increase charges for services by giving the Client thirty (30) days written notice.
- (b) All terms are net 30 days, unless otherwise specified in the SOW, contingent upon Client qualifying for credit with Service Provider. Should Client not qualify for sufficient credit with Service Provider, payment must be made via other acceptable form such as credit card or prepayment. Failure to pay within specified terms may at the option of Service Provider result in the suspension of the contract, imposition of interest charges at the rate of a 1.5% per month or the highest allowed by law, whichever is lower, and may result in the termination of the contract by Service Provider upon written notice.
- (c) The SOW shall specify whether the contract is based on a fixed price or hourly rate. All reasonable travel, lodging, car rentals, and meal expenses will be billed to the Client unless otherwise specified in SOW or Exhibit.
- (d) Any sales and use taxes shall be added to the invoice. In the event Client claims exemption from sales and use taxes, Client must provide Service Provider with the appropriate tax exemption certificate from the taxing authority.

#### 3. Fees & Taxes

Client, at its expense, shall pay, discharge, and be responsible for, all licensee fees, business, sales, use, or other similar taxes or assessments charged or levied by reason of anything performed under this Agreement, excluding, however, all taxes and assessments applicable to Service Provider income or applicable to Service Provider property. If Service Provider is required to remit any fee, tax, or duty on behalf of or for the account of Client, Client will reimburse Service Provider within ten (10) days after Service Provider notifies Client in writing of such remittance.

#### 4. Proprietary Rights

Except for any Deliverables as set forth in a SOW, Service Provider does not convey or transfer nor does Client obtain any right or interest in any of the software programs, systems, tools, data or materials or process utilized or provided by Service Provider in connection with the performance of this Agreement, including but not limited to the WebSPOC® software. Service Provider grants to Client a perpetual, royalty-free, worldwide right to use the technology imbedded in the Services.

#### 5. Client Representations

Client represents and warrants to Service Provider that Client has the right to authorize Service Provider to repair and/or service all items of computer products, hardware or software, which are or become subject to this Agreement.

#### 6. Client Responsibilities

Client, at its expense, shall:

- (a) Allow employees or agents of Service Provider reasonable access to the premises and facilities where the service is to be provided, and Client shall not require Service Provider's personnel to sign any document that has not been approved in advance by Service Provider.
- (b) Provide appropriate electric current for any necessary purpose with suitable outlets.
- (c) Provide safe, suitable and easily accessible floor space, adjacent to where service will be provided.
- (d) Provide suitable environmental conditions for installation as may be specified in a SOW.
- (e) Provide reasonable assistance to Service Provider as requested.
- (f) Use the Services only on or with equipment and software recommended by Client, or the applicable manufacturers and software providers.

Upon the failure of Client to comply with the responsibilities set forth in this Section ("Non-compliance"), Service Provider may, at its option, refuse to perform any service where Non-compliance has occurred until such Non-compliance has been cured to the reasonable satisfaction of Service Provider without any liability or obligation under this Agreement or any applicable law; provided further, that Service

Provider may charge Client at its then current labor rates for any service call at which no service was performed by Service Provider as a result of Non-compliance.

In the event Service Provider holds, stores, or provides storage services for any of Client's property, including but not limited to any computer hardware or products, Client is required to maintain insurance on such property at its own expense and shall provide Service Provider with a certificate of insurance naming Service Provider as an additional insured. In case of loss, Client's insurance shall be primary and Service Provider's coverage, if any, shall be non-contributory. Unless otherwise provided by an Exhibit, Service Provider has no liability for Client's property stored at Service Provider's premises.

#### **7. Limited Warranty**

(a) **Computer & Technical Services.** Service Provider shall provide computer and/or other technical services in a good workmanlike and professional manner consistent with current industry standards, and that such Services shall for a period of sixty (60) days following completion conform to the specifications in the Scope of Work. The foregoing limited warranty is contingent upon Client fulfilling the Client responsibilities set forth above and any other conditions that may be specified in the applicable SOW. All product and service completion schedules provided by Service Provider are estimates and are provided for planning purposes only.

In the event Client finds any Services provided hereunder to be defective or nonconforming during the warranty period, subject to the limitations set forth above, Service Provider shall promptly correct such Services to the reasonable satisfaction of Client in accordance with the specifications set forth in the SOW. In the event such corrected Services fail to comply with the specifications set forth in the SOW, then at Client's option, Service Provider shall again promptly correct such Services or shall reimburse to Client the payments made to Service Provider for such Services. The foregoing constitutes Client's sole remedy for Service warranty claims relating to computer and technical services.

To the extent Service Provider is supplying third party hardware or software as part of the Services, such hardware and software shall be provided with the manufacturers' or publishers' standard end user warranties, if any. Service Provider makes no independent warranties with regards to third party hardware or software.

(b) **Personnel Services.** Warranties, if any, relating to the provision of personnel placement and recruiting services will be as set forth in the applicable SOW.

#### **8. Disclaimer of All Other Warranties**

WITH THE EXCEPTION OF THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED UNDER LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER DOES NOT PROMISE THAT THE PRODUCTS OR SERVICES PROVIDED WILL BE ERROR-FREE OR THAT CLIENT'S COMPUTER PRODUCTS, HARDWARE OR SOFTWARE WILL OPERATE WITHOUT INTERRUPTION.

#### **9. Limitation of Liability**

SERVICE PROVIDER WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST TIME, LOSS OF DATA, LOSS OF USE OF ANY SUCH EQUIPMENT, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, TECHNOLOGY OR SERVICES, OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY COMPUTER PRODUCTS, HARDWARE OR SOFTWARE, OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COMPUTER PRODUCTS, HARDWARE OR SOFTWARE EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SERVICE PROVIDER'S LIABILITY FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO SERVICE PROVIDER'S NEGLIGENCE OR INSTALLATION OF DEFECTIVE PARTS OR COMPONENTS, WHETHER OR NOT SUCH DEFECT WAS KNOWN OR DISCOVERABLE, SHALL NOT EXCEED THE ACTUAL PRICE PAID TO SERVICE PROVIDER BY CLIENT FOR THE COMPUTER PRODUCTS, HARDWARE OR SOFTWARE, PARTS OR SERVICE WHICHEVER IS LESS.

Service Provider shall not be responsible for damages caused by (i) accidents, misuse, misapplication, or neglect of Client or any of its agents or employees or as result of service by any person other than a Service Provider representative; (ii) placement or operation of computer products in an area that does not comply with manufacturer's published space or environmental requirements; or (iii) improper storage, use, and movement of any computer products to be serviced.

**Internet/Transmission Disclaimer.** Service Provider does not and cannot control the flow of data over the Internet or the integrity of the Internet (the global system of interconnected computer networks). Therefore, Service Provider disclaims all liability for loss of data, corruption of data, or inability to provide Services, as a result of disruptions, slowdowns, breakdowns, or other technical issues affecting the Internet.

#### **10. Completion of Services**

- (a) Completion of Services shall be documented by the Service Provider Acceptance Form – Exhibit A, which Client shall execute and return promptly. Services shall be deemed complete if Client fails to return the Acceptance Form within seven (7) days of the completion of Services by Service Provider. For products that do not require installation or Services an Acceptance for Services Delivered Form is not required and Acceptance shall occur upon delivery of products to Client.
- (b) If provided for in the Statement of Work, an Acceptance Plan may be co-developed by Service Provider and Client and used to determine successful completion of the deliverables and final acceptance.

#### **11. Term**

Unless otherwise stated herein, the term of this Agreement shall be from the execution of the SOW Acceptance Page until the client's acceptance of the completion of Services as described in Section 5 of this Agreement.

## 12. Right of Termination

### (a) Service Provider:

If Service Provider is unable to furnish any parts or acquire technical data required to repair and/or service any item of computer hardware products, then Service Provider may cancel coverage for that item under the Agreement and Service Provider will refund payment for the remaining days of coverage under this Agreement, on a pro rata basis.

If, during the course of this Agreement, items of computer products experience an excessive failure rate due to age, discontinuance of spare parts availability from the manufacturer or other causes beyond Service Provider's control, Client agrees to replace or refurbish said Equipment at no charge to Service Provider. If Client fails to do so, Service Provider may, at its option, exclude such item from coverage by giving the Client thirty (30) days written notice.

### (b) Mutual Rights of Termination:

Either party may terminate this Agreement at any time if the other party breaches any material provision hereof and fails within fourteen (14) days after receipt of notice of default to correct such default promptly or to commence corrective action reasonably acceptable to the aggrieved party and proceed with diligence to completion.

After the initial term, unless dates are otherwise designated for specific services set forth in an Exhibit or Statement of Work, either Party hereto shall have the right to terminate this Agreement without cause, without penalty, and without liability for any damages as a result of such termination at any time giving the other Party at least thirty (30) days prior written notice of such termination. If either Party properly terminates the Agreement, Service Provider will provide a prorata refund for any advanced payment for the remaining days of coverage under the Agreement. Any funds so owed by Service Provider will be refunded in full within sixty (60) days after receiving written notice of contract termination. Notwithstanding any termination of this Agreement, Client shall be obligated to pay Service Provider for (i) all products and services provided by Service Provider in accordance with this Agreement at any time on or prior to the effective date of termination; and (ii) all incidental costs and expenses incurred by Service Provider in accordance with this Agreement at any time on or prior to the effective date of termination.

## 13. Personal Information

Service Provider represents and warrants to Client that in connection with the receipt, storage, use and/or transfer of Personal Information, it shall (a) at all times maintain the confidentiality of Personal Information provided Service Provider or otherwise disclosed to Service Provider in connection with the provisions of services under this Agreement, and (b) maintain appropriate security measures that are in compliance with data protection regulations promulgated under applicable state and federal laws of the United States. For the purposes of this section "Personal Information" means the first and last name or first initial and last name of an individual together with one or more of the following relating to such individual: (i) Social Security number; (ii) driver's license number/state-issued identification number; or (iii) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number, or password, that would permit access to the account.

## 14. Nondisclosure

- (a) Each party shall retain all rights to its Confidential Material. Each receiving party agrees to take such measures to prevent the unauthorized disclosure to third parties of Confidential Material, as it would take to prevent disclosure of its own proprietary or confidential information but in no event less than reasonable measures. To the extent practicable, information protected by this Agreement shall be marked "Confidential".
- (b) Except as required by law, disclosure will be limited to such employees and agents of receiving party as necessary for proper evaluation and provision of Services under this Agreement. In the event receiving party must secure the services of a third party for proper evaluation, receiving party shall obtain an agreement from such third party at least as restrictive as this Agreement. Receiving party shall disclose such agreements to other party upon request.
- (c) Confidential Material may not be used by the receiving party except as expressly permitted herein; no grant of license to use Confidential Material is given by this Agreement. This Agreement is subject to local and state open meetings and public records laws, including without limitations, the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, and California Public Records Act (Government Code Section 6250) (collectively, "Regulations"). Service Provider understands and recognizes that California law as to public records and transparency is applicable and Client will comply therewith. If Client seeks to disclose Service Provider (or its subcontractor or supplier's) Confidential Material (including trade secret, confidential commercial or financial information, Client must give written notice to Service Provider and permit Service Provider reasonable time to obtain a court order protecting such records.
- (d) Confidential Material shall not include the following: Information obtained by receiving party that (i) is or becomes generally known or available to the public through no breach by receiving party, (ii) is lawfully known to it at the time of receipt, (iii) is subsequently furnished to it lawfully by a third party without restriction, or (iv) is furnished by the originating party to a third party without restriction.
- (e) Confidential Material is provided "AS IS" and no warranties or representations are given and receiving party shall rely on such information at its own risk. The exchange of Confidential Material shall not obligate either party to enter into a business or other

relationship.

In the event a receiving party receives a subpoena, discovery request, other validly issued administrative or judicial process, or public records request for Confidential Material of the other party, it shall, to the extent legally permissible, immediately notify the originating party in writing and, if requested by the originating party, tender to the originating party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiving party will then be entitled to comply with the request to the extent permitted by law.

- (f) Service Provider may from time to time disclose information to the PCI Security Standards Council or a Qualified Security Assessor in order to remain in compliance with the credit card security standards. Such disclosure shall be permitted under this Section.
- (g) The parties acknowledge that unauthorized disclosure or use of Confidential Material may cause irreparable damage to the disclosing party for which monetary damages may not be adequate relief. Therefore, in addition to any other remedies it may have, the disclosing party shall be entitled to seek injunctive relief against actual or threatened unauthorized disclosure or use of Confidential Material.
- (h) Confidential Material shall be protected hereunder for a period of five (5) years following the termination of this Agreement.

#### **15. Non-Solicitation of Personnel**

Client shall not solicit for employment, directly or indirectly, the officers, employees, subcontractors or agents ("Personnel") of Service Provider who have performed duties in support of this Agreement during the term hereof and until eighteen (18) months after the earlier of: (a) the termination of such Personnel's engagement; and (b) the termination of this Agreement, unless explicitly agreed to in writing by the parties. No offer or other form of solicitation of employment will be made at any time when the employment of such Personnel is prohibited by this Agreement. Should Client solicit any Personnel for employment in violation of this Section, and should that employee subsequently become an employee of the Client, the Client agrees to reimburse Service Provider an amount equal to the salary and commissions, if any, earned by the employee during the last twelve (12) months while employed by Service Provider. Both parties agree that this amount represents reasonable compensation to Service Provider for its cost of recruiting and training and does not constitute a penalty. Such amount will be due and payable by the Client within ten (10) days of receipt of written demand from Service Provider. Nothing herein shall prevent an employee of Service Provider from responding to an employment advertisement or announcement of general circulation made by Client. The intention of this Section is to prohibit the active recruitment of Personnel.

#### **16. Binding Agreement and Assignments**

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not transferable or assignable without the prior written consent of the other party. Provided however, that such consent shall not be required in the event of an assignment made to an affiliate of either party or to a successor or purchaser in a merger, acquisition or sale or transfer of all or substantially all of the business, assets or equity of either party, provided that the successor/assignee is not deemed to be a competitor of non-assigning party.

#### **17. Waiver**

No waiver of any provision or breach shall be implied by failure to enforce any rights or remedies herein provided, and no express waiver shall affect any provision or breach other than that to which the waiver is applicable and only for that occurrence.

#### **18. Subcontracting**

Service Provider may subcontract for on-site services provided to Client. Such subcontracting will not release Service Provider from any of its obligations in this Agreement.

#### **19. Force Majeure**

Neither Party shall be liable for any failure, inability or delay to perform hereunder (except the payment of money), if such failure, inability or delay is due to circumstances beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, strike, lockout, labor disturbance, social conflict, fire, explosion, earthquake or sabotage.

#### **20. Notices**

All notices herein provided for or which may be given in connection with this Agreement shall be by certified mail with postage prepaid and return receipt requested or personal delivery or facsimile.

If any such notice by Client to Service Provider, it shall be addressed to:

To: MoreDirect, Inc. d/b/a Connection  
1001 Yamato Road  
Suite 200  
Boca Raton, FL 33431  
ATTN: Vice President, Operations

Copy: Connection, Inc.  
730 Milford Road  
Merrimack, NH 03054

ATTN: Legal Department

And if given by Service Provider to Client such notice shall be addressed to:

Client: Co of San Bernardino on behalf of Arrowhead Regional Medical Center  
 Attn: Associate Hospital Administrator, Information Technology \_\_\_\_\_  
 Address: 400 N Pepper Ave, Colton CA 92324 \_\_\_\_\_

**21. Dispute Resolution**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this project. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. In the event the parties cannot reach a satisfactory settlement under the aforementioned process, they each agree to present the dispute to non-binding mediation before a mutually agreeable neutral mediator at a mutually agreeable neutral site. If mediation is not successful, the parties may proceed to binding arbitration or litigation.

**22. Governing Law**

This Agreement shall be interpreted and governed by the laws of the State of California without giving effect to choice of law provisions.

**23. Attorneys' Fees**

The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees and related costs.

**24. Independent Contractor**

Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

**25. Entire Agreement**

This Agreement sets forth the entire Agreement and understanding between the Parties with respect to the subject matter hereof and replaces any prior oral or written communications. The attached Exhibits hereto are made a part of this Agreement. This Agreement shall not be supplemented, modified or amended except by a written instrument signed by duly authorized representatives of Client and Service Provider, respectively, and no other person has or shall have the authority to supplement, modify or amend this Agreement in another manner.

**26. Severability**

In the event any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining terms and provisions will continue in full force and effect if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

**27. Headings and Interpretations**

The headings of the Sections of this Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement. The use of the masculine pronoun herein shall, where the context so indicates, be deemed to include the feminine and the neuter and vice versa, and the use of the singular shall be deemed to include the plural and vice versa.

**28. Order of Precedence**

In the event of any conflict or inconsistency of terms among the various documents that, at any given time, constitute this Agreement, the order of precedence that shall apply is as follows, with each listed document or type of document superseding and prevailing over any subsequently listed document or type of document, and with later executed documents prevailing over earlier documents of the same type, each solely to the extent of any irreconcilable conflict or inconsistency of the terms and conditions thereof: (i) this Agreement; (ii) any exhibits or Statements of Work; (iii) change authorizations and/or orders executed by the parties; and (iv) purchase orders and/or statements of work executed by the parties. Any preprinted terms and conditions in any Client purchase order shall be deleted and be void and of no effect.

**29. Counterparts**

This Agreement may be executed in duplicate counterparts. Each such counterpart, if executed by both parties, shall be an original and all such counterparts together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signature of each party's designated signatory.

IN WITNESS WHEREOF, the County of San Bernardino and MoreDirect, Inc. d/b/a Connection have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

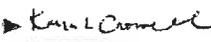
COUNTY OF SAN BERNARDINO on behalf of Arrowhead Regional Medical Center

By   
Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 23 2020  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By    
Lynn Monell  
Clerk of the Board of Supervisors of the County of San Bernardino  
Deputy

MOREDIRECT, INC. D/B/A CONNECTION

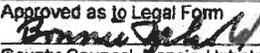
By   
Digitally signed by Kerri L. Crowell  
DN: cn=Kerri L. Crowell, o=MoreDirect, Inc. d/b/a Connection,  
email=kerri.l.crowell@moredirect.com, c=US  
Date: 2020.06.11 10:20:51 -0400  
(Authorized signature - sign in blue ink)

Name Kerri L. Crowell  
(Print or type name of person signing contract)

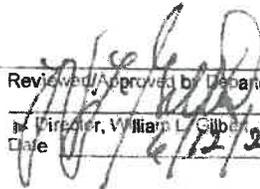
Title VP Operations  
(Print or Type)

Dated: June 11, 2020

Address 1001 Yamato Rd. Ste 200  
Boca Raton, FL 33431

**FOR COUNTY USE ONLY**  
Approved as to Legal Form  
  
County Counsel, Bonnie Uphold  
Date 6-12-20

Reviewed for Contract Compliance  
Date \_\_\_\_\_

Reviewed/Approved by Department  
  
Director, William L. Gilbert  
Date 6/12/2020

**Exhibit A Acceptance of Services Delivered for SOW #ENT200327003**

**Client:** County of San Bernardino on behalf of Arrowhead Regional Medical Center \_\_\_\_\_

**Date:** Click here to enter a date.

**Address:** 400 N. Pepper Ave  
Colton, CA 92324

**Proposal #:** ENT200327003

**Contact Name:**

**Phone:**

**Project Description/Work Performed:**

**Client Comments:**

Your signature acknowledges that the services have been completed per SOW #ENT200327003 and approves Service Provider to Invoice for those services per the Pricing Terms and Conditions contained in SOW #ENT200327003.

**ACCEPTED BY:**  
**MoreDirect, Inc. d/b/a Connection**

**ACCEPTED BY:**  
**County of San Bernardino on behalf of  
Arrowhead Regional Medical Center**

**Name:** \_\_\_\_\_  
(Please Print)

**Name:** \_\_\_\_\_  
(Please Print)

**Title:** \_\_\_\_\_  
(Please Print)

**Title:** \_\_\_\_\_  
(Please Print)

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Please email completed form to **Ryan Anderson** at [ryan.anderson@connection.com](mailto:ryan.anderson@connection.com).

**Exhibit B Change Order Form for SOW #ENT200327003**

**Client:** County of San Bernardino on behalf of Arrowhead Regional Medical Center \_\_\_ **Date:**  
Click here to enter a date.

**Address:** 400 N. Pepper Ave  
Colton, CA 92324

**Proposal #:** ENT200327003

**Change Order#:**

**Contact Name:**

**Phone:**

**Change Reason:**

**Change Description:**

**Change Impact & Risk:**

**Change Cost (+/- Original SOW Cost):**

Client signature acknowledges that the change description outlined above, and any additional costs outlined will become a part of the terms of SOW #ENT200327003.

**ACCEPTED BY:**  
MoreDirect, Inc. d/b/a Connection

**ACCEPTED BY:**  
County of San Bernardino on behalf of  
Arrowhead Regional Medical Center

**Name:** \_\_\_\_\_  
(Please Print)

**Name:** \_\_\_\_\_  
(Please Print)

**Title:** \_\_\_\_\_  
(Please Print)

**Title:** \_\_\_\_\_  
(Please Print)

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Exhibit C Client Requirements for Onsite Service Providers**

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### **1. Compliance with Client Policy**

In performing the Services and while at any Client facilities, Service Provider personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the Client regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the Client; and (d) abide by all laws applicable to the Client facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "Client Policies"). Client Policies, and additions or modifications thereto, may be communicated orally or in writing to Service Provider or Service Provider personnel or may be made available to Service Provider or Service Provider personnel by conspicuous posting at a Client facility, electronic posting, or other means generally used by Client to disseminate such information to its employees or contractors. Service Provider shall be responsible for the promulgation and distribution of Client Policies to Service Provider personnel to the extent necessary and appropriate. Client shall have the right to require Service Provider's employees, agents, representatives and subcontractors to exhibit identification credentials issued by Client in order to exercise any right of access under this Agreement.

### **2. Background Checks for Service Provider Personnel**

Service Provider shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the Client; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the Client and not in violation of applicable law, Service Provider shall conduct a background check, at Service Provider's sole expense, on all its personnel providing Services. If requested by the Client, Service Provider shall provide the results of the background check of each individual to the Client. Such background check shall be in the form generally used by Service Provider in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Service Provider personnel who do not meet the Client's hiring criteria, in Client's sole discretion, shall not be assigned to work on Client property or Services, and Client shall have the right, at its sole option, to refuse access to any Service Provider personnel to any Client facility.

### **3. Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Agreement, the Service Provider agrees that the Service Provider and the Service Provider's employees, while performing service for the Client, on Client property, or while using Client equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Service Provider or Service Provider's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Service Provider shall inform all employees that are performing service for the Client on Client property, or using Client equipment, of the Client's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the Client.

The Client may terminate for default or breach of this Agreement and any other contract the Service Provider has with the Client, if the Service Provider or Service Provider's employees are determined by the Client not to be in compliance with above.

### **4. Employment Discrimination**

During the term of the Agreement, Service Provider shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Service Provider shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

### **5. Environmental Requirements**

In accordance with County Policy 11-08, the Client prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The Client requires Service Provider to use recycled paper for any printed or photocopied material created as a result of this Agreement. Service Provider is also required to use both sides of paper sheets for reports submitted to the Client whenever practicable. To assist the Client in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Service Provider must be able to annually report the Client's environmentally preferable purchases. Service Provider must also be able to report on environmentally preferable goods and materials used in the provision of their service to the Client, utilizing a Client approved form.

### **6. Licenses, Permits and/or Certifications**

Service Provider shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Service Provider shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Service Provider will notify Client immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

**7. Air, Water Pollution Control, Safety and Health**

Service Provider shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Agreement.

**8. Damage to Client Property**

Service Provider shall repair, or cause to be repaired, at its own cost, all damages to Client vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Service Provider or its employees or agents. Such repairs shall be made immediately after Service Provider becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.



Sales Rep: Marla Goodwyn  
 Phone: 7146029943  
 Fax: 7142760191  
 Email: TeamGoodwyn@connection.com

Sales Quote# 13348816  
 Created By: Karolyn Cole

**Bill To:** Arrowhead Regional Medical Center  
 Attn: Accounts Payable  
 400 N. Pepper Ave.  
 COLTON, CA 92324

**Ship To:** Arrowhead Regional Medical Center  
 Attn: Matthew Swann  
 400 N Pepper Ave  
 Colton, CA 923241819

Ship-Via		Member Reference	Project	Cost Center
Electronic Deli				
PO Number	Date	Sales Person	Terms	Num
ServiceNow 5Yr	2020-05-15	Marla Goodwyn - 714-602-9943 - TeamGoodwyn@connection.com	Net 30	13348816

**Quote Items**

Qty	Mfg Part #	Description	Manufacturer	Unit Price	Extended
1		YEAR 1		\$0.00	\$0.00
1	PROD11353	ServiceNow IT Service Management Standard - Year 1, 130 Users	SERVICENOW INCO	\$101,739.00	\$101,739.00
1	PROD11415	ServiceNow IntegrationHub Starter	SERVICENOW INCO	\$0.00	\$0.00
1	PROD12028	ServiceNow IT Operations Management Visibility, 400 Units	SERVICENOW INCO	\$37,565.00	\$37,565.00
72	LEARNING_CREDIT	ServiceNow Learning Credit	SERVICENOW INCO	\$103.00	\$7,416.00
1		YEAR 2		\$0.00	\$0.00
1	PROD11353	ServiceNow IT Service Management Standard - Year 2, 130 Users	SERVICENOW INCO	\$101,739.00	\$101,739.00
1	PROD11415	ServiceNow IntegrationHub Starter	SERVICENOW	\$0.00	\$0.00
1	PROD12028	ServiceNow IT Operations Management Visibility, 400 Units	SERVICENOW	\$37,565.00	\$37,565.00
1		YEAR 3		\$0.00	\$0.00
1	PROD11353	ServiceNow IT Service Management Standard - Year 3, 130 Users	SERVICENOW INCO	\$101,739.00	\$101,739.00
1	PROD11415	ServiceNow IntegrationHub Starter	SERVICENOW	\$0.00	\$0.00
1	PROD12028	ServiceNow IT Operations Management Visibility, 400 Units	SERVICENOW INCO	\$37,565.00	\$37,565.00
1		YEAR 4		\$0.00	\$0.00
1	PROD11353	ServiceNow IT Service Management Standard - Year 4, 130 Users	SERVICENOW	\$101,739.00	\$101,739.00
1	PROD11415	ServiceNow IntegrationHub Starter	SERVICENOW	\$0.00	\$0.00
1	PROD12028	ServiceNow IT Operations Management Visibility, 400 Units	SERVICENOW	\$37,565.00	\$37,565.00
1		YEAR 5		\$0.00	\$0.00
1	PROD11353	ServiceNow IT Service Management Standard - Year 5, 130 Users	SERVICENOW	\$101,739.00	\$101,739.00
1	PROD11415	ServiceNow IntegrationHub Starter	SERVICENOW	\$0.00	\$0.00
1	PROD12028	ServiceNow IT Operations Management Visibility, 400 Units	SERVICENOW	\$37,565.00	\$37,565.00
1		INTEGRATION		\$0.00	\$0.00
1		SERVICENOW INTEGRATION-ITSM & ITOM, 1,174 HOURS	CONNECTION/INCO	\$234,800.00	\$234,800.00
1	IT-0033	VIZIENT GPO CONTRACTED AUTHORIZED VENDOR #IT-0033	CONNECTION ENTE	\$0.00	\$0.00
Subtotal:					<b>\$938,736.00</b>
(Estimated) Shipping & Handling:					<b>\$0.00</b>
(Estimated) Tax: (Taxed Value:0)					<b>\$0.00</b>
<b>Total:</b>					<b>938,736.00</b>

\* Pricing and availability are subject to change

Signature

Date

Print Name

**MoreDirect, Inc. dba Connection**  
**PO Box 536464**  
**Pittsburgh, PA 15253-5906**  
**Tel. (561) 237-3300**

## ServiceNow® Order Form - Product and Use Definitions

### USER TYPE DEFINITIONS

**"User"** means any employee or contractor of Customer or Customer Affiliate that is assigned a unique username and password and has a user profile in the Subscription Service designated as "active". Only Users may be given access to the subscription service by Customer. A use right may not be shared or transferred. Customer shall not use the subscription service in a manner that circumvents usage restrictions.

**"Approver User"** is any User performing any of the functions set forth in the table below for an Approver User. An Approver User may only perform the functions set forth in the table below for an Approver User.

**"Requester User"** is any User that performs only the functions set forth in the table below for a Requester User.

**"End User"** has the same use rights as **"Requester User."**

**"Fulfiller User"** is any User other than an Approver User or Requester User. Without limitation, a Fulfiller User is any User that performs any function other than an Approver User function or Requester User function, including those set forth in the table below for a Fulfiller User.

**"Process User"** has the same use rights as **"Fulfiller User."**

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	FULLFILLER
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included

Drill through any report	-	-	included
Create any report	-	-	included
Delete any report	-	-	included
Modify any report	-	-	included
Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

#### CUSTOM TABLE CREATION AND INSTALLATION

Customer may create or install Custom Tables in a non-production instance. The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product. A "Custom Table" is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform and used for any purpose, including the creation of a custom application, unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on <https://www.servicenow.com/upgrade-schedules.html> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at [legal.request@servicenow.com](mailto:legal.request@servicenow.com).

#### SUBSCRIPTION PRODUCTS

Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
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PROD11353 ServiceNow® IT Service Management Standard	<p>Included Applications: Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management and Walk-Up Experience</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section.</p> <p>Bundled Custom Tables: Customer is granted the right to create or install up to 25 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables.</p> <p>The following Application(s) became available according to the release indicated below. Walk-Up Experience - London</p>
PROD11415 ServiceNow® IntegrationHub Starter	<p>IntegrationHub Starter includes entitlement for up to 1,000,000 IntegrationHub Transactions annually (unused Transactions expire annually).</p> <p>IntegrationHub Starter includes Protocols and Spokes as set forth in the IntegrationHub Overview on <a href="http://www.servicenow.com/upgrade-schedules.html">www.servicenow.com/upgrade-schedules.html</a> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at <a href="mailto:legal.request@servicenow.com">legal.request@servicenow.com</a>.</p> <p>An IntegrationHub Transaction is defined as any external call originating from, initiated by, or part of, a flow within Flow Designer.</p> <p>Additional annual Transactions require the purchase of a separate IntegrationHub package.</p>
PROD12028 ServiceNow® IT Operations Management Visibility	<p>Included Applications: ITOM Visibility</p> <p>Includes entitlement for up to the number of Subscription Units purchased.</p> <p>A Subscription Unit is a unit of measure applied to Managed IT Resources using Defined Ratios. A list of Managed IT Resources and Defined Ratios for a Subscription Unit are set forth in the IT Operations Management Overview on <a href="http://www.servicenow.com/upgrade-schedules.html">www.servicenow.com/upgrade-schedules.html</a> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at <a href="mailto:legal.request@servicenow.com">legal.request@servicenow.com</a>.</p> <p>Bundled Custom Tables: Customer is granted the right to create or install up to 5 Custom Tables and to grant each User the right to access those Custom Tables as an Unrestricted User. An Unrestricted User is every User that is assigned a unique username and has a user profile in the Subscription Service designated as "active".</p>

ACKNOWLEDGED AND AGREED:

End Customer: County of San Bernardino on behalf of Arrowhead Regional Medical Center

ServiceNow, Inc.

Signature:

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Name:

--

Title:

--

Date:

--

Signature:

--

Name:

--

Title:

--

Date:

--

## SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement (including the Subscription Service Guide, attached hereto as Exhibit A) (“**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). 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](mailto: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 nonconformity 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 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, with the exception of disclosures permitted under Section 6.2 below. Each party's obligations under this Section 6 will remain in effect during, and for three years after termination of, this Agreement. To the extent legally permitted, 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 to the extent permitted by Law, 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. This Agreement is subject to local and state open meetings and public records laws, including without limitations, the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 6250) (collectively, "Regulations").

## 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 thirdparty 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 nonbreaching 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 executing its Use Authorization with ServiceNow Australia Pty Ltd, then the "Australia" provisions apply; and (d) if Customer is executing its Use Authorization with ServiceNow Brasil Gerenciamento de Serviços Ltda., then the "Brazil" 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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SUBSCRIPTION SERVICE AGREEMENT

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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 services as a "consumer" for the purposes of the Australian Consumer Law, the benefits given by 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 services to which such warranty relates and, in such case, "Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable

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**time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.”**

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.

## BRAZIL

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

**GOVERNING LAW; JURISDICTION AND VENUE.** If Customer is executing its Use Authorization with ServiceNow Brasil Gerenciamento de Serviços Ltda., this Agreement shall be governed by the Laws of Brazil, without regard to its conflict of laws principles. The parties irrevocably consent to the exclusive jurisdiction of, and venue in, any court of competent jurisdiction located in the city of São Paulo, state of São Paulo, Brazil, for the purposes of adjudicating any dispute arising out of or related to this Agreement. 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.

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## EXHIBIT A SUBSCRIPTION SERVICE GUIDE

### 1. SUPPORT

ServiceNow will provide support for the Subscription Service as set forth in the *Customer Support Policy* attached to this Subscription Service Guide as Exhibit A.2 and incorporated herein by reference. The Customer Support Policy may be updated periodically.

### 2. UPGRADES AND UPDATES

ServiceNow will provide upgrades and updates to the Subscription Service as described in Exhibit A.3 *Upgrades and Updates* attached to this Subscription Service Guide and incorporated herein by reference. The Upgrade and Update exhibit may be updated periodically.

### 3. DATA PROCESSING ADDENDUM

The parties' agreement with respect to the processing of personal information submitted to the Subscription Service is described in the *Data Processing Addendum* attached to this Subscription Service Guide as Exhibit A.4 and incorporated herein by reference. The Data Processing Addendum may be updated periodically.

### 4. DATA SECURITY GUIDE

ServiceNow will implement and maintain security procedures and practices appropriate to information technology service providers designed to protect Customer Data from unauthorized access, destruction, use, modification, or disclosure, as described in the *Data Security Guide* attached to this Subscription Service Guide as Exhibit A.5 and incorporated herein by reference. The Data Security Guide may be updated periodically.

### 5. INSURANCE

ServiceNow agrees to maintain in effect during the Subscription Term, at ServiceNow's expense, the following minimum insurance coverage:

5.1 Workers' Compensation Insurance, in accordance with applicable statutory, federal, and other legal requirements;

5.2 Employers' Liability Insurance covering ServiceNow's employees in an amount of not less than \$1,000,000 for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease;

5.3 Commercial General Liability Insurance written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, and advertising injury arising out of the products or services provided by ServiceNow under this Agreement, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate;

5.4 Commercial Automobile Liability Insurance providing coverage for hired and non-owned automobiles used in connection with this Agreement in an amount of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage;

5.5 Combined Technology Errors' & Omissions Policy with a \$5,000,000 per claim limit, including: (a) Professional Liability Insurance providing coverage for the services and software in this Agreement (which coverage will be maintained for at least two years after termination of this Agreement); and (b) Privacy, Security, and Media Liability Insurance providing liability coverage for unauthorized access or disclosure, security breaches, and system attacks, as well as infringements of copyright and trademark that might result from this Agreement; and

5.6 Excess Liability over Employers' Liability, Commercial General Liability, and Commercial Automobile Liability, with a \$5,000,000 aggregate limit.

5.7 For the purpose of this Section 5, a "claim" means a written demand for money or a civil proceeding which is commenced by service of a complaint or similar pleading.

### 6. AVAILABILITY SERVICE LEVEL

#### 6.1 DEFINITIONS.

6.1.1. "Available" means that the Subscription Service can be accessed by authorized users.

6.1.2. "Excused Downtime" means: (a) Maintenance Time of up to two hours per month; and (b) any time the Subscription Service is not Available due to circumstances beyond ServiceNow's control, including modifications of the Subscription Service by any person other than ServiceNow or a person acting at

ServiceNow's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including direct connectivity and virtual private network ("VPN") connectivity to the Subscription Service), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks.

- 6.1.3. "Infrastructure Modification" means any repairs, maintenance, improvements, or changes to the cloud infrastructure used by ServiceNow to operate and deliver the Subscription Service.
- 6.1.4. "Maintenance Time" means the time the Subscription Service is not Available due to an Infrastructure Modification, Upgrade, and Update.
- 6.1.5. "Availability SLA" means that the production instances of the Subscription Service will be Available at least 99.8% of the time during a calendar month, excluding Excused Downtime.

6.2 **AVAILABILITY.** If Customer's production instances of the Subscription Service fall below the Availability SLA during a calendar month, Customer's exclusive remedy for failure of the Subscription Service to meet the Availability SLA is to request that either: (a) the affected Subscription Term be extended for the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA; or (b) ServiceNow issue a service credit to Customer for the dollar value of the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA (determined at the deemed per-minute rate ServiceNow charges to Customer for Customer's use of the affected Subscription Service), which Customer may request ServiceNow apply to the next invoice for subscription fees.

6.3 **REQUESTS.** Customer must request all service credits or extensions in writing to ServiceNow within 30 days of the end of the month in which the Availability SLA was not met, identifying the support requests relating to the period Customer's production instances of the Subscription Service was not Available. The total amount of service credits for any month may not exceed the subscription fee for the affected Subscription Service for that month and has no cash value. ServiceNow may delay issuing service credits until such amounts reach \$1,000 USD or equivalent currency specified in the applicable Order Form.

6.4 **NOTICE.** ServiceNow will give Customer 10 days' prior notice of an Infrastructure Modification if ServiceNow, in its reasonable judgment, believes that the Infrastructure Modification will impact Customer's use of its production instances of the Subscription Service, unless, in the reasonable judgment of ServiceNow, the Infrastructure Modification is necessary to: (a) maintain the availability, security, or performance of the Subscription Service; (b) comply with Law; or (c) avoid infringement or misappropriation of third-party Intellectual Property Rights.

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## EXHIBIT A.2 - CUSTOMER SUPPORT POLICY

This Customer Support Policy governs the support that ServiceNow will provide for its Subscription Service (“Customer Support”).

### 1. SCOPE

The purpose of Customer Support is to resolve defects that cause a nonconformity in the Subscription Service as compared to the Product Overview. A resolution to a defect may consist of a fix, workaround, or other relief, as ServiceNow deems reasonable. Customer Support does not include performing the following services:

- implementation services;
- configuration services;
- integration services;
- customization services or other custom software development;
- training; or
- assistance with administrative functions.

Customer Support is not required to provide resolutions for immaterial defects or defects due to modifications of the Subscription Service made by any person other than ServiceNow or a person acting at ServiceNow’s direction, or defects on any instance of the Subscription Service not in conformance with Exhibit A.3 - Upgrades and Updates.

### 2. BUSINESS HOURS

Customer Support is available 24 hours a day, 7 days a week, including all holidays.

### 3. ACCESS CONTACTS

ServiceNow’s Customer Support portal (“Support Portal”) is located at <https://hi.service-now.com/>. Customer may get login access to the Support Portal by contacting its ServiceNow administrator.

ServiceNow’s Customer Support may be reached by phone using one of the numbers at <http://servicenow.com/support/contact-support.html>.

### 4. INCIDENT PRIORITY

Incident priority for a defect is determined using the guidelines below.

Priority	Definition
P1	Any defect that causes an instance not to be Available.
P2	Any defect that causes a critical function to fail.
P3	Any defect that significantly impedes work or progress.
P4	Any defect that does not significantly impede work or progress.

### 5. RESPONSE TIMES AND LEVEL OF EFFORT

Customer may submit an incident with ServiceNow via the Support Portal or phone. Response times are not affected by the manner of contact. All support requests are tracked in the Support Portal and can be viewed by Customer’s authorized contacts. ServiceNow will use reasonable efforts to meet the target response times and target level of effort stated in the table below.

Priority	Target Response Times	Target Level of Effort
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SUBSCRIPTION SERVICE AGREEMENT

P1	30 minutes	Continuously, 24 hours per day, 7 days per week
P2	2 hours	Continuously, but not necessarily 24 hours per day, 7 days per week
P3	1 business day	As appropriate during normal business hours
P4	N/A	Varies

## 6. CUSTOMER RESPONSIBILITIES

Customer's obligations with respect to Customer Support are as follows:

**6.1** Customer will receive from ServiceNow communications via email, phone, or through the Support Portal regarding the Subscription Service.

**6.2** Customer will appoint no more than 10 contacts ("**Customer Authorized Contacts**") to engage Customer Support for questions and technical issues.

**6.2.1.** Customer must maintain the following Customer Authorized Contacts:

- Primary Business Contact;
- Secondary Business Contact;
- Technical Contact;
- Support Contact;
- Primary Customer Administrator; and
- Security Contact.

**6.2.2.** Customer will maintain current information for all Customer Authorized Contacts in the Support Portal.

**6.2.3.** Only Customer Authorized Contacts will contact Customer Support.

**6.2.4.** Customer will train all Customer Authorized Contacts on the use and administration of the Subscription Service.

**6.3** Customer will cooperate to enable ServiceNow to deliver the Subscription Service and Customer Support.

**6.4** Customer is solely responsible for the use of the Subscription Service by its users.

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## EXHIBIT A.3 - UPGRADES AND UPDATES

**“Upgrades”** are new Release Families applied by ServiceNow to Customer’s instances of the Subscription Service at no additional fee during the Subscription Term. A **“Release Family”** is a complete solution with new features or enhancements to the Subscription Service, including previously released Updates, if applicable. **“Updates”** are ServiceNow’s releases (including patches and hotfixes) of the Subscription Service applied by ServiceNow to Customer’s instances of the Subscription Service at no additional fee during the Subscription Term that provide problem fixes or other changes, but do not generally include new functionality. ServiceNow has the discretion to provide new functionality either: **(a)** as an Upgrade, or **(b)** as different software or service for a separate fee. ServiceNow determines whether and when to develop, release, and apply any Upgrade or Update to Customer’s instances of the Subscription Service.

ServiceNow shall use reasonable efforts to give Customer 30 days’ prior notice of any Upgrade to the Subscription Service. ServiceNow shall use reasonable efforts to give Customer 10 days’ prior notice of any Update.

Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade or Update if, in the reasonable judgment of ServiceNow it is necessary to: **(i)** maintain the availability, security, or performance of the Subscription Service; **(ii)** comply with Law; or **(iii)** avoid infringement or misappropriation of any third-party Intellectual Property Right. ServiceNow is not responsible for defects on any instance of the Subscription Service not in conformance with this Exhibit A.3 - Upgrades and Updates.

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This Data Processing Addendum (“**DPA**”) is deemed to include Sections 1 through 9 below, including the attached Appendix 1, and the Data Security Guide, all of which are expressly deemed incorporated in the Agreement by this reference.

In the event of any conflict between the terms of this DPA and the terms of the Agreement with respect to the subject matter herein, this DPA shall control. Any data processing agreements that may already exist between parties as well as any earlier version of the Data Security Guide to which the parties may have agreed are superseded and replaced by this DPA in their entirety. All capitalized terms not defined in this DPA will have the meaning given to them in other parts of the Agreement.

## 1. DEFINITIONS

**1.1 “Affiliates”** means any person or entity directly or indirectly Controlling, Controlled by or under common Control with a party to the Agreement, 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 “Agreement”** means the Order Form or Use Authorization or other signed ordering document, as applicable, between ServiceNow and Customer and the signed master agreement (if any) for the purchase of the Subscription Service.

**1.3 “Data Controller”** means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of Processing of Personal Data. For purposes of this DPA, Data Controller is Customer and, where applicable, its Affiliates either permitted by Customer to submit Personal Data to the Subscription Service or whose Personal Data is Processed in the Subscription Service.

**1.4 “Data Processor”** means the natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of the Data Controller. For purposes of this DPA, Data Processor is the ServiceNow entity that is a party to the Agreement.

**1.5 “Data Protection Laws”** means all applicable laws and regulations regarding the Processing of Personal Data and includes GDPR.

**1.6 “Data Subject”** means an identified or identifiable natural person.

**1.7 “GDPR”** means the European Union’s General Data Protection Regulation (2016/679).

**1.8 “Instructions”** means Data Controller’s documented data Processing instructions issued to Data Processor in compliance with this DPA.

**1.9 “Personal Data”** means any information relating to a Data Subject uploaded by or for Customer or Customer’s agents, employees, or contractors to the Subscription Service as Customer Data.

**1.10 “Process” or “Processing”** means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure or destruction.

**1.11 “Professional Services”** means any consulting or development services provided by or on behalf of ServiceNow pursuant to an agreed Statement of Work or Service Description described or referenced in a signed ordering document.

**1.12 “Sub-Processor”** means any legal person or entity engaged in the Processing of Personal Data by Data Processor. For the avoidance of doubt, ServiceNow’s colocation datacenter facilities are not SubProcessors under this DPA.

**1.13 “Subscription Service”** means the ServiceNow software-as-a-service offering ordered by Customer under an Order Form, Use Authorization or other signed ordering document between ServiceNow and Customer.

**1.14 “Subscription Term”** means the term of authorized use of the Subscription Service as set forth in the Order Form, Use Authorization, or other ordering document signed by Customer and ServiceNow.

## 2. SCOPE OF THE PROCESSING

**2.1 COMMISSIONED PROCESSOR.** Data Controller appoints Data Processor to Process Personal Data on behalf of Data Controller to the extent necessary to provide the Subscription Service described in the Agreement and in accordance with the Instructions.

**2.2 INSTRUCTIONS.** The Agreement constitutes Data Controller's written Instructions to Data Processor for Processing of Personal Data. Data Controller may issue additional or alternate Instructions provided that such Instructions are: (a) consistent with the purpose and the scope of the Agreement; and (b) confirmed in writing by Data Controller. For the avoidance of doubt, Data Controller shall not use additional or alternate Instructions to alter the scope of the Agreement. Data Controller is responsible for ensuring its Instructions to Data Processor comply with Data Protection Laws.

**2.3 NATURE, SCOPE AND PURPOSE OF THE PROCESSING.** Data Processor shall only Process Personal Data in accordance with Data Controller's Instructions and to the extent necessary for providing the Subscription Service and the Professional Services, each as described in the Agreement. Data Controller acknowledges that all Personal Data it instructs Data Processor to Process for the purpose of providing the Professional Services must be limited to the Customer Data Processed within the Subscription Service.

**2.4 CATEGORIES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS.** Data Controller may submit Personal Data to the Subscription Service as Customer Data, the extent of which is determined and controlled by Data Controller in its sole discretion and is further described in Appendix 1.

## 3. DATA CONTROLLER

**3.1 COMPLIANCE WITH DATA PROTECTION LAWS.** Data Controller shall comply with all of its obligations under Data Protection Laws when Processing Personal Data.

**3.2 SECURITY RISK ASSESSMENT.** Data Controller agrees that in accordance with Data Protection Laws and before submitting any Personal Data to the Subscription Service, Data Controller will perform an appropriate risk assessment to determine whether the security measures within the Subscription Service provide an adequate level of security, taking into account the nature, scope, context and purposes of the processing, the risks associated with the Personal Data and the applicable Data Protection Laws. Data Processor shall provide Data Controller reasonable assistance by providing Data Controller with information requested by Data Controller to conduct Data Controller's security risk assessment. Data Controller is solely responsible for determining the adequacy of the security measures within the Subscription Service in relation to the Personal Data Processed. As further described in Section 7.1 (Product Capabilities) of the Data Security Guide, the Subscription Service includes, without limitation, column level encryption functionality and role-based access control, which Data Controller may use in its sole discretion to ensure a level of security appropriate to the risk of the Personal Data. For clarity, Data Controller may influence the scope and the manner of Processing of its Personal Data by its own implementation, configuration (i.e., different types of encryption) and use of the Subscription Service, including any other products or services offered by ServiceNow and third-party integrations.

**3.3 CUSTOMER'S AFFILIATES.** The obligations of Data Processor set forth herein will extend to Customer's Data Controller Affiliates to which Customer provides access to the Subscription Service or whose Personal Data is Processed within the Subscription Service, subject to the following conditions:

**3.3.1. COMPLIANCE.** Customer shall at all times be liable for its Affiliates' compliance with this DPA and all acts and omissions by a Data Controller Affiliate are considered acts and omissions of Customer; and

**3.3.2. CLAIMS.** Customer's Data Controller Affiliates will not bring a claim directly against Data Processor. In the event a Data Controller Affiliate wishes to assert a valid legal action, suit, claim or proceeding against Data Processor (a "**Data Controller Affiliate Claim**"): (i) Customer must bring such Data Controller Affiliate Claim directly against Data Processor on behalf of such Data Controller Affiliate, unless Data Protection Laws require that Data Controller Affiliate be party to such Data Controller Affiliate Claim; and (ii) all Data Controller Affiliate Claims will be considered claims made by Customer and are at all times subject to any aggregate limitation of liability set forth in the Agreement.

**3.3.3. DATA CONTROLLER AFFILIATE ORDERING.** If a Data Controller Affiliate purchased a separate instance of the Subscription Service under the terms of the signed master agreement between ServiceNow and Customer, then such Data Controller Affiliate will be deemed a party to this DPA and shall be treated as Customer under the terms of this DPA.

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**3.4 COMMUNICATION.** Unless otherwise provided in this DPA, all requests, notices, cooperation, and communication, including instructions issued or required under this DPA (collectively, “**Communication**”), must be in writing and between Customer and ServiceNow only and Customer shall inform the applicable Data Controller Affiliate of any Communication from ServiceNow pursuant to this DPA. Customer shall be solely responsible for ensuring that any Communications (including Instructions) it provides to ServiceNow relating to Personal Data for which a Customer Affiliate is Data Controller reflect the relevant Customer Affiliate’s intentions.

## 4. DATA PROCESSOR

**4.1 DATA CONTROLLER’S INSTRUCTIONS.** Data Processor will have no liability for any harm or damages resulting from Data Processor’s compliance with Instructions received from Data Controller. Where Data Processor believes that compliance with Data Controller’s Instructions could result in a violation of Data Protection Laws or is not in the ordinary course of Data Processor’s obligations in operating the Subscription Service or delivering Professional Services, Data Processor shall promptly notify Data Controller thereof. Data Controller acknowledges that Data Processor is reliant on Data Controller’s representations regarding the extent to which Data Controller is entitled to Process Personal Data.

**4.2 DATA PROCESSOR PERSONNEL.** Access to Personal Data by Data Processor will be limited to personnel who require such access to perform Data Processor’s obligations under the Agreement and who are bound by obligations to maintain the confidentiality of such Personal Data at least as protective as those set forth herein and in the Agreement.

**4.3 DATA SECURITY MEASURES.** Without prejudice to Data Controller’s security risk assessment obligations under Section 3.2 (Security Risk Assessment) above, Data Processor shall maintain appropriate technical and organizational safeguards to protect the security, confidentiality, and integrity of Customer Data, including any Personal Data contained therein, as described in Section 2 (Physical, Technical, and Administrative Security Measures) of the Data Security Guide. Such measures are designed to protect Customer Data from loss, alteration, unauthorized access, acquisition, use, disclosure, or accidental or unlawful destruction, and include:

**4.3.1. SERVICE ACCESS CONTROL.** The Subscription Service provides user and role-based access controls. Data Controller is responsible for configuring such access controls within its instance.

**4.3.2. LOGGING AND MONITORING.** The production infrastructure log activities are centrally collected and are secured in an effort to prevent tampering and are monitored for anomalies by a trained security team.

**4.3.3. DATA SEPARATION.** Customer Data shall be maintained within a logical single-tenant architecture on multi-tenant cloud infrastructure that is logically and physically separate from ServiceNow’s corporate infrastructure.

**4.3.4. SERVICE CONTINUITY.** The production database servers are replicated in near real time to a mirrored data center in a different geographic region.

**4.3.5. TESTING.** Data Processor regularly tests, assess and evaluates the effectiveness of its information security program and may periodically review and update such program to address new and evolving security technologies, changes to industry standard practices, and changing security threats.

**4.4 DELETION OF PERSONAL DATA.** Upon termination or expiration of the Agreement, Data Processor shall return and delete Customer Data, including Personal Data contained therein, as described in the Agreement.

**4.5 DATA CENTERS.** Data Processor will host Data Controller’s instances of the Subscription Service in data centers located in the geographic regions specified on the Order Form, Use Authorization, or other signed ordering document between ServiceNow and Customer.

**4.6 DATA PROTECTION IMPACT ASSESSMENTS (DPIA).** Data Processor will, on request, provide Data Controller with reasonable information required to fulfill Data Controller’s obligations under GDPR to carry out data protection impact assessments, if any, for Processing of Personal Data within the Subscription Service.

**4.7 PRIOR CONSULTATION.** Data Processor shall provide reasonable assistance (at Data Controller’s expense) in connection with any prior consultation Data Controller is required to undertake with a supervisory authority under Data Protection Laws with respect to Processing of Personal Data in the Subscription Service.

**4.8 DATA PROCESSOR ASSISTANCE.** Data Processor will assist Data Controller in ensuring compliance with Data Controller’s obligations pursuant to Articles 32 to 36 of GDPR taking into account the nature of Processing by providing Data Controller with reasonable information requested pursuant to the terms of this DPA, including information required to conduct Data

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## SUBSCRIPTION SERVICE AGREEMENT

Controller's security risk assessment and respond to Data Subject Requests (defined below). For clarity, Data Controller is solely responsible for carrying out its obligations under GDPR and this DPA. Data Processor shall not undertake any task that can be performed by Data Controller.

**4.9 DATA PROTECTION CONTACT.** ServiceNow and its Sub-Processor Affiliates (defined below) will maintain a dedicated data protection team to respond to data protection inquiries throughout the duration of this DPA and can be contacted at [privacy@servicenow.com](mailto:privacy@servicenow.com).

## 5. REQUESTS MADE FROM DATA SUBJECTS AND AUTHORITIES

**5.1 REQUESTS FROM DATA SUBJECTS.** During the Subscription Term, Data Processor shall provide Data Controller with the ability to access, correct, rectify, erase, or block Personal Data, or to transfer or port such Personal Data, within the Subscription Service, as may be required under Data Protection Laws (collectively, "**Data Subject Requests**").

**5.2 RESPONSES.** Data Controller will be solely responsible for responding to any Data Subject Requests, provided that Data Processor shall reasonably cooperate with the Data Controller to respond to Data Subject Requests to the extent Data Controller is unable to fulfill such Data Subject Requests using the functionality in the Subscription Service. Data Processor will instruct the Data Subject to contact the Customer in the event Data Processor receives a Data Subject Request directly.

**5.3 REQUESTS FROM AUTHORITIES.** In the case of a notice, audit, inquiry, or investigation by a government body, data protection authority, or law enforcement agency regarding the Processing of Personal Data, Data Processor shall promptly notify Data Controller unless prohibited by applicable law. Data Controller shall keep records of the Personal Data Processed by Data Processor and shall cooperate and provide all necessary information to Data Processor in the event Data Processor is required to produce such information to a data protection authority.

**5.4 COOPERATION WITH SUPERVISORY AUTHORITIES.** In accordance with Data Protection Laws, Data Controller and Data Processor shall cooperate, on request, with a supervisory authority in the performance of such supervisory authority's task.

## 6. BREACH NOTIFICATION

**6.1 NOTIFICATION.** Data Processor will report to Data Controller any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Data ("**Breach**") that it becomes aware of without undue delay following determination by ServiceNow that a Breach has occurred.

**6.2 REPORT.** The initial report will be made to Data Controller's security or privacy contact(s) designated in ServiceNow's customer support portal (or if no such contact(s) are designated, to the primary contact designated by Customer). As information is collected or otherwise becomes available, Data Processor shall provide without undue delay any further information regarding the nature and consequences of the Breach to allow Data Controller to notify relevant parties, including affected Data Subjects, government agencies and data protection authorities in accordance with Data Protection Laws. The report will include the name and contact information of the Data Processor contact from whom additional information may be obtained. Data Processor shall inform Customer of the measures that it will adopt to mitigate the cause of the Breach and to prevent future Breaches.

**6.3 DATA CONTROLLER OBLIGATIONS.** Data Controller will cooperate with Data Processor in maintaining accurate contact information in the customer support portal and by providing any information that is reasonably requested to resolve any security incident, including any Breaches, identify its root cause(s), and prevent a recurrence. Data Controller is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted Data Subjects and for providing such notice.

## 7. CUSTOMER MONITORING RIGHTS

**7.1 REMOTE SELF-ASSESSMENTS.** Data Processor shall enable remote self-serve assessments of its Security Program (as defined in the Data Security Guide) by granting Data Controller, at all times and at no additional costs, access to the Data Processor self-access documentation portal ("**ServiceNow CORE**"). The information available on ServiceNow CORE will include documentation evidencing Data Processor's policies, procedures and security measures, as well as copies of the certifications and attestations listed in Section 7.2 (Audit) below.

**7.2 AUDIT.** No more than once per year and upon written request by Data Controller, Customer shall have the right directly or through its representative(s) (provided however, that such representative(s) shall enter into written obligations of confidentiality

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directly with Data Processor), to access all reasonable and industry recognized documentation evidencing Data Processor's policies and procedures governing the security of Customer Data ("**Audit**"). Such Audit shall include a written summary report of any assessment performed by an independent third-party of Data Processor's information security management system supporting the Subscription Service against the objectives stated in ISO 27001, ISO 27018, SSAE 18 / SOC 1 and SOC 2 Type 2 (or equivalent or successor standards). Data Processor reserves the right to refuse to provide Customer (or its representatives) with any information which would pose a security risk to Data Processor or its customers, or which Data Processor is prohibited to provide or disclose under applicable law or contractual obligation.

**7.3 OUTPUT.** Upon completion of the Audit, Data Processor and Customer may schedule a mutually convenient time to discuss the output of the Audit. Data Processor may in its sole discretion, consistent with industry and Data Processor's standards and practices, make commercially reasonable efforts to implement Customer's suggested improvements noted in the Audit to improve Data Processor's Security Program. The Audit and the results derived therefrom are Confidential Information of Data Processor.

**7.4 DATA CONTROLLER EXPENSES.** Any expenses incurred by Data Controller in connection with the Audit shall be borne exclusively by Data Controller.

## 8. SUB-PROCESSORS

**8.1 USE OF SUB-PROCESSORS.** Data Controller authorizes Data Processor to engage SubProcessors appointed in accordance with this Section 8 to support the provision of the Subscription Service and to deliver Professional Services as described in the Agreement.

**8.1.1. SERVICENOW AFFILIATES.** As of the Effective Date, Data Processor engages, as applicable, the following ServiceNow Affiliates as Sub-Processors: ServiceNow, Inc. (USA), ServiceNow Nederland B.V. (the Netherlands), ServiceNow Australia Pty Ltd (Australia), ServiceNow Software Development India Private Limited (India), ServiceNow UK Ltd. (United Kingdom), ServiceNow Ireland Limited (Ireland), and ServiceNow Japan K.K. (Japan) (collectively, "**Sub-Processor Affiliates**"). Data Processor will notify Data Controller of changes regarding such Sub-Processor Affiliates through Data Processor's customer support portal (or other mechanism used to notify its general customer base). Each Sub-Processor Affiliate shall comply with the obligations of the Agreement in the Processing of the Personal Data.

**8.1.2. NEW SUB-PROCESSORS.** Prior to Data Processor or a Data Processor Affiliate engaging a Sub-Processor, Data Processor shall: (a) notify Data Controller by email to Customer's designated contact(s) or by notification within the customer support portal (or other mechanism used to notify its customer base); and (b) ensure that such Sub-Processor has entered into a written agreement with Data Processor (or the relevant Data Processor Affiliate) requiring that the Sub-Processor abide by terms no less protective than those provided in this DPA. Upon written request by Data Controller, Data Processor shall make a summary of the data processing terms available to Data Controller. Data Controller may request in writing reasonable additional information with respect to Sub-Processor's ability to perform the relevant Processing activities in accordance with this DPA.

**8.2 RIGHT TO OBJECT.** Data Controller may object to Data Processor's proposed use of a new Sub-Processor by notifying Data Processor within 10 days after receipt of Data Processor's notice if Data Controller reasonably determines that such Sub-Processor is unable to Process Personal Data in accordance with the terms of this DPA ("**Controller Objection Notice**"). Data Processor shall notify Data Controller within 30 days from receipt of the Controller Objection Notice if Data Processor intends to provide the applicable Professional Service or Subscription Service with the use of the Sub-Processor at issue, and Customer may terminate the applicable Order Form(s), Use Authorization(s) or other signed ordering document between ServiceNow and Customer with respect to the Professional Service or Subscription Service that require use of the Sub-Processor at issue upon written notice to ServiceNow within 45 days of the date of Controller Objection Notice and, as Customer's sole and exclusive remedy, ServiceNow will refund to Customer any unused prepaid fees.

**8.3 LIABILITY.** Use of a Sub-Processor will not relieve, waive, or diminish any obligation Data Processor has under the Agreement, and Data Processor is liable for the acts and omissions of any SubProcessor to the same extent as if the acts or omissions were performed by Data Processor.

## 9. INTERNATIONAL DATA TRANSFERS

### 9.1

**STANDARD CONTRACTUAL CLAUSES AND ADEQUACY.** Where required under Data

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SUBSCRIPTION SERVICE AGREEMENT

Protection Laws, Data Processor or Data Processor's Affiliates shall require Sub-Processors to abide by (a) the Standard Contractual Clauses for Data Processors established in third countries; or (b) another lawful mechanism for the transfer of Personal Data as approved by the European Commission.

**9.2 PRIVACY SHIELD.** ServiceNow, Inc. shall comply with the EU-U.S. and Swiss-U.S. Privacy Shield Framework set forth by the United States Department of Commerce with respect to the Processing of Personal Data transferred from the European Economic Area and Switzerland to the United States.

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## APPENDIX 1 DETAILS OF PROCESSING

### Nature and Purpose of Processing

Data Processor will Process Personal Data as required to provide the Subscription Service and Professional Services and in accordance with the Agreement.

### Duration of Processing

Data Processor will Process Personal Data for the duration of the Agreement and in accordance with Section 4 (Data Processor) of this DPA.

### Data Subjects

Data Controller may submit Personal Data to the Subscription Service, the extent of which is solely determined by Data Controller, and may include Personal Data relating to the following categories of Data Subjects:

- clients and other business contacts;
- employees and contractors;
- subcontractors and agents; and
- consultants and partners.

### Categories of Personal Data

Data Controller may submit Personal Data to the Subscription Service, the extent of which is solely determined by Data Controller, and may include the following categories:

- communication data (e.g. telephone, email);
- business and personal contact details; and
- other Personal Data submitted to the Subscription Service.

### Special Categories of Personal Data

Data Controller may submit Special Categories of Personal Data to the Subscription Service, the extent of which is solely determined by Data Controller in compliance with Data Protection Law, and may include the following categories, if any:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade union membership;
- genetic data or biometric data;
- health information; and
- sex life or sexual orientation.

### Processing Operations

The personal data transferred will be subject to the following basic processing activities:

- All activities necessary for the performance of the Agreement.

## EXHIBIT A.5 - DATA SECURITY GUIDE

This Data Security Guide forms a part of the Agreement and describes the measures ServiceNow takes to protect Customer Data.

In the event of any conflict between the terms of this Data Security Guide and the terms of the Agreement with respect to the subject matter herein, this Data Security Guide shall control. All capitalized terms not defined in this Data Security Guide will have the meaning given to them in other parts of the Agreement.

### 1. SECURITY PROGRAM

While providing the Subscription Service, ServiceNow will maintain a written information security program of policies, procedures and controls governing the processing, storage, transmission and security of Customer Data (the “**Security Program**”). The Security Program includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. ServiceNow regularly tests, assesses, and evaluates the effectiveness of the Security Program and may periodically review and update the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats, although no such update will materially reduce the commitments, protections or overall level of service provided to Customer as described herein.

### 2. PHYSICAL, TECHNICAL, AND ADMINISTRATIVE SECURITY MEASURES

#### 2.1 PHYSICAL SECURITY MEASURES.

**2.1.1. Data Center Facilities.** (a) Physical access restrictions and monitoring that may include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter deterrents (e.g. fencing, berms, guarded gates), on-site guards, biometric controls, CCTV, and secure cages; and (b) fire detection and fire suppression systems both localized and throughout the data center floor.

**2.1.2. SYSTEMS, MACHINES AND DEVICES.** (a) Physical protection mechanisms; and (b) entry controls to limit physical access.

**2.1.3. MEDIA.** (a) Industry standard destruction of sensitive materials before disposition of media; (b) secure safe for storing damaged hard disks prior to physical destruction; and (c) physical destruction of all decommissioned hard disks storing Customer Data.

#### 2.2 TECHNICAL SECURITY MEASURES.

**2.2.1. ACCESS ADMINISTRATION.** Access to the Subscription Service by ServiceNow employees and contractors is protected by authentication and authorization mechanisms. User authentication is required to gain access to production and sub-production instances. Access privileges are based on job requirements and are revoked upon termination of employment or consulting relationships. Production infrastructure includes appropriate user account and password controls (e.g., the required use of VPN connections, complex passwords with expiration dates, and a two-factored authenticated connection) and is accessible for administration.

**2.2.2. SERVICE ACCESS CONTROL.** The Subscription Service provides user and role-based access controls. Customer is responsible for configuring such access controls within its instance.

**2.2.3. LOGGING AND MONITORING.** The production infrastructure log activities are centrally collected and are secured in an effort to prevent tampering and are monitored for anomalies by a trained security team.

**2.2.4. FIREWALL SYSTEM.** An industry-standard firewall is installed and managed to protect ServiceNow systems by residing on the network to inspect all ingress connections routed to the ServiceNow environment.

**2.2.5. VULNERABILITY MANAGEMENT.** ServiceNow conducts periodic independent security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, ServiceNow will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with ServiceNow's then-current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in all production systems.

**2.2.6. ANTIVIRUS.** ServiceNow updates antivirus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.

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**2.2.7. CHANGE CONTROL.** ServiceNow ensures that changes to platform, applications, and production infrastructure are evaluated to minimize risk and are implemented following ServiceNow's standard operating procedure.

**2.2.8. DATA SEPARATION.** Customer Data shall be maintained within a logical single-tenant architecture on multi-tenant cloud infrastructure that is logically and physically separate from ServiceNow's corporate infrastructure.

**2.3 ADMINISTRATIVE SECURITY MEASURES.**

**2.3.1. DATA CENTER INSPECTIONS.** ServiceNow performs routine reviews at each data center to ensure that it continues to maintain the security controls necessary to comply with the Security Program.

**2.3.2. PERSONNEL SECURITY.** ServiceNow performs background screening on all employees and all contractors who have access to Customer Data in accordance with ServiceNow's then-current applicable standard operating procedure and subject to Law.

**2.3.3. SECURITY AWARENESS AND TRAINING.** ServiceNow maintains a security awareness program that includes appropriate training of ServiceNow personnel on the Security Program. Training is conducted at time of hire and periodically throughout employment at ServiceNow.

**2.3.4. VENDOR RISK MANAGEMENT.** ServiceNow maintains a vendor risk management program that assesses all vendors that access, store, process, or transmit Customer Data for appropriate security controls and business disciplines.

**3. SERVICE CONTINUITY**

**3.1 DATA MANAGEMENT; DATA BACKUP.** ServiceNow will host Customer's access to and use of purchased instances of the Subscription Service in a pair of data centers that attained SSAE 18 Type 2 attestations or have ISO 27001 certifications (or equivalent or successor attestations) acting in an active/active capacity for the Subscription Term. Each data center includes full redundancy (N+1) and fault tolerant infrastructure for electrical, cooling and network systems. The deployed servers are enterprise scale servers with redundant power to ensure maximum uptime and service availability. The production database servers are replicated in near real time to a mirrored data center in a different geographic region. Each Customer instance is supported by a network configuration with multiple connections to the Internet. ServiceNow backs up all Customer Data in accordance with ServiceNow's standard operating procedure.

**3.2 PERSONNEL.** In the event of an emergency that renders the customer support telephone system unavailable, all calls are routed to an answering service that will transfer to a ServiceNow telephone support representative, geographically distributed to ensure business continuity for support operations.

**4. CERTIFICATIONS AND AUDITS**

**4.1 CERTIFICATIONS AND ATTESTATIONS.** ServiceNow shall establish and maintain sufficient controls to meet the objectives stated in ISO 27001, ISO 27018, SSAE 18 / SOC 1 and SOC 2 Type 2 (or equivalent standards) (collectively, the "Standards") for the information security management system supporting the Subscription Service. At least once per calendar year, ServiceNow shall obtain an assessment against such Standards by an independent third-party auditor.

**4.2 CUSTOMER MONITORING RIGHTS.**

**4.2.1. REMOTE SELF ASSESSMENTS.** ServiceNow shall enable remote self-serve assessments of its Security Program by granting Customer, at all times and at no additional costs, access to the ServiceNow self-access documentation portal ("**ServiceNow CORE**"). The information available on ServiceNow CORE will include documentation evidencing ServiceNow's policies, procedures and security measures, as well as copies of the certifications and attestations listed in Section 4.2.2 (Audit) below.

**4.2.2. AUDIT.** No more than once per year and upon written request by Customer, Customer shall have the right directly or through its representative(s) (provided however, that such representative(s) shall enter into written obligations of confidentiality directly with ServiceNow), to access all reasonable and industry recognized documentation evidencing ServiceNow's policies and procedures governing the security of Customer Data ("**Audit**"). Such Audit shall include a written summary report of any assessment performed by an independent third-party of ServiceNow's information security management system supporting the Subscription Service against the objectives stated in ISO 27001, ISO 27018, SSAE 18 / SOC 1 and SOC 2 Type 2 (or equivalent or successor attestations). ServiceNow reserves the right to refuse to provide Customer (or its

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representatives) with any information which would pose a security risk to ServiceNow or its customers, or which ServiceNow is prohibited to provide or disclose under Law or contractual obligation.

**4.2.3. OUTPUT.** Upon completion of the Audit, ServiceNow and Customer may schedule a mutually convenient time to discuss the output of the Audit. ServiceNow may in its sole discretion, consistent with industry and ServiceNow's standards and practices, make commercially reasonable efforts to implement Customer's suggested improvements noted in the Audit to improve ServiceNow's Security Program. The Audit and the results derived therefrom are Confidential Information of ServiceNow.

**4.2.4. CUSTOMER EXPENSES.** Any expenses incurred by Customer in connection with the Audit shall be borne exclusively by Customer.

## 5. MONITORING AND INCIDENT MANAGEMENT

### 5.1 MONITORING, MANAGEMENT AND NOTIFICATION.

**5.1.1. INCIDENT MONITORING AND MANAGEMENT.** ServiceNow will monitor, analyze, and respond to security incidents in a timely manner in accordance with ServiceNow's standard operating procedure. ServiceNow's security group will escalate and engage response teams as may be necessary to address an incident.

**5.1.2. BREACH NOTIFICATION.** ServiceNow will report to Customer any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data (a "Breach") without undue delay following determination by ServiceNow that a Breach has occurred.

**5.1.3. REPORT.** The initial report will be made to Customer security or privacy contact(s) designated in ServiceNow's customer support portal (or if no such contact(s) are designated, to the primary contact designated by Customer). As information is collected or otherwise becomes available, ServiceNow shall provide without undue delay any further information regarding the nature and consequences of the Breach to allow Customer to notify relevant parties, including affected Data Subjects, government agencies, and data protection authorities in accordance with Data Protection Laws. The report will include the name and contact information of the ServiceNow contact from whom additional information may be obtained. ServiceNow shall inform Customer of the measures that it will adopt to mitigate the cause of the Breach and to prevent future Breaches.

**5.1.4. CUSTOMER OBLIGATIONS.** Customer will cooperate with ServiceNow in maintaining accurate contact information in the customer support portal and by providing any information that is reasonably requested to resolve any security incident, including any Breaches, identify its root cause(s), and prevent a recurrence. Customer is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted Data Subjects and for providing such notice.

**5.2 USE OF AGGREGATE DATA.** ServiceNow may collect, use, and disclose quantitative data derived from Customer's use of the Subscription Service for industry analysis, benchmarking, analytics, marketing, and other business purposes in support of the provision of the Subscription Service. Any such data will be in aggregate form only and will not contain Customer Data.

**5.3 COOKIES.** When providing the Subscription Service, ServiceNow uses cookies to: (a) track session state; (b) route a browser request to a specific node when multiple nodes are assigned; and (c) recognize a user upon returning to the Subscription Service. Customer shall be responsible for providing notice to, and collecting any necessary consents from, its authorized users of the Subscription Service for ServiceNow's use of cookies.

## 6. PENETRATION TESTS

**6.1 BY A THIRD-PARTY.** ServiceNow contracts with third-party vendors to perform a penetration test on the ServiceNow application per family release to identify risks and remediation that help increase security.

**6.2 BY CUSTOMER.** No more than once per calendar year Customer may request to perform, at its own expense, an application penetration test of a sub-production instance of the Subscription Service. Customer shall notify ServiceNow in advance of any test by submitting a request to schedule an application penetration test using ServiceNow's customer support portal per ServiceNow's then-current penetration testing policy and procedure, including entering into ServiceNow's penetration test agreement. ServiceNow and Customer must agree on a mutually acceptable time for the test; and Customer shall not perform a penetration test without ServiceNow's express written authorization. The test must be of reasonable duration, but in no event longer than 14 days and must not interfere with ServiceNow's day-to-day operations. Promptly on completion of the penetration

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test, Customer shall provide ServiceNow with the test results including any detected vulnerability. Upon such notice, ServiceNow shall, consistent with industry-standard practices, use all commercially reasonable efforts to promptly make any necessary changes to improve the security of the Subscription Service. Customer shall treat the test results as Confidential Information of ServiceNow subject to the confidentiality requirements in the Agreement.

## 7. SHARING THE SECURITY RESPONSIBILITY

**7.1 PRODUCT CAPABILITIES.** The Subscription Service has the capabilities to: **(a)** authenticate users before access; **(b)** encrypt passwords; **(c)** allow users to manage passwords; and **(d)** prevent access by users with an inactive account. Customer manages each user's access to and use of the Subscription Service by assigning to each user a credential and user type that controls the level of access to the Subscription Service. Customer shall be responsible for implementing encryption and access control functionalities available within the Subscription Service for protecting all Customer Data containing sensitive data, including credit card numbers, social security and other government-issued identification numbers, financial and health information, Personal Data, and any Personal Data deemed sensitive or "special categories of personal data" under Data Protection Laws. Customer is solely responsible for its decision not to encrypt such data and ServiceNow will have no liability to the extent that damages would have been mitigated by Customer's use of such encryption measures. Customer is responsible for protecting the confidentiality of each user's login and password and managing each user's access to the Subscription Service.

**7.2 CUSTOMER COOPERATION.** Customer shall promptly apply any Upgrade or Update that ServiceNow determines is necessary to maintain the security, performance, or availability of the Subscription Service.

**7.3 LIMITATIONS.** Notwithstanding anything to the contrary in this Data Security Guide or other parts of the Agreement, ServiceNow's obligations extend only to those systems, networks, network devices, facilities, and components over which ServiceNow exercises control. This Data Security Guide does not apply to: **(a)** information shared with ServiceNow that is not Customer Data; **(b)** data in Customer's VPN or a third-party network; **(c)** any data processed by Customer or its users in violation of the Agreement or this Data Security Guide; or **(iv)** Integrated Products. For the purposes of this Data Security Guide, "Integrated Products" shall mean ServiceNow-provided integrations to third-party products or any other third-party products that are used by Customer in connection with the Subscription Service. Customer agrees that its use of such Integrated Products will be: **(i)** in compliance with all Laws, including but not limited to, Data Protection Laws; and **(ii)** in accordance with its contractual agreement with the provider of such Integrated Products. Any Personal Data populated from the Integrated Products to the Subscription Service must be collected, used, disclosed and, if applicable, internationally transferred in accordance with Customer's privacy policy, which will adhere to Data Protection Laws.