

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Michelle Kleen
PMP
Williamson County
301 SE Inner Loop suite 105
Georgetown, TX 78626 USA

FROM: Hallie Hardesty
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: michelle.kleen@wilcotx.gov

EMAIL: Hallie.Hardesty@carahsoft.com

PHONE: (512) 943-1459

PHONE: (571) 662-4330

TERMS: DIR Contract No. DIR-TSO-4288
Expiration Date: May 21, 2025
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#
Sales Tax May Apply

QUOTE NO:
QUOTE DATE: 03/24/2025
QUOTE EXPIRES: 04/23/2025
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$40,320.00
TOTAL QUOTE: \$40,320.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	ServiceNow	ServiceNow Implementation - Tailored - T&M (Hourly Rate) Business Process Consultant ServiceNow - PROD00073	\$220.00	TX DIR 96	\$21,120.00
2	ServiceNow	ServiceNow Implementation - Tailored - T&M (Hourly Rate) Offshore technical Consultant ServiceNow - PROD00073	\$80.00	TX DIR 240	\$19,200.00
SUBTOTAL:					\$40,320.00
TOTAL PRICE:					\$40,320.00
TOTAL QUOTE:					\$40,320.00

1. Carahsoft Texas DIR Contract terms and conditions constitute the terms that guide this purchase. End Customer may request printed copies of the documents incorporated herein by reference by emailing us at ServiceNowSLED@carahsoft.com.

2. Terms and Conditions

a. The end customer's access and use of the Subscription Offerings are pursuant to the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, Data Processing Addendum, Product and Use Definitions, Product Overview, the ServiceNow Store Terms of Use, any attached addenda or exhibits, and the applicable Service Description for the purchased packaged services, ALL OF WHICH ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE (if not attached herein or included with the contract being used, then as set forth on <https://www.servicenow.com/upgrade-schedules.html>) (collectively, the "ServiceNow Subscription Service Terms"). Notwithstanding anything in the Agreement to the contrary, for the Subscription Term set forth herein, the CSA, as specified in the Agreement, shall mean the Customer Support Addendum at <https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doctype/legal/customer-support-addendum-upgrades-jan2022.pdf>. The end customer may request printed copies of the documents incorporated herein by reference by emailing us at snsig@carahsoft.com or legal.request@servicenow.com. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms. If any provision of this Order conflicts with the other documents comprising the Agreement, then this Order shall control.

b. ServiceNow reserves the right to suspend access to Customer's instances should Carahsoft's account fall more than thirty (30) days past due until all accounts are paid in full.

3. Generative AI Terms. To the extent this Quotation/Order includes any Advanced AI and Data Products the following terms and conditions supplement the ServiceNow Subscription Service Terms or ServiceNow Self-Hosted License Terms, as applicable, solely for use of the Advanced AI and Data Products: (1) Subscription Offerings in ServiceNow's commercial data centers are subject to Advanced AI and Data Products Amendment for Commercial Hosting; or (2) Subscription Offerings in ServiceNow's GCC or NSC environments, or self-hosted by Customer, are subject to the Advanced AI and Data Products Amendment; WHICH ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE.

GenAI GCC Terms can be found here: <https://static.carahsoft.com/concrete/files/7017/1525/1220/981032.pdf>

GenAI Commercial Data Center Terms can be found here: https://static.carahsoft.com/concrete/files/8317/1649/3455/GenAI_EULA_Amendment_-_Commercial_Hosting_051524.pdf

4. Base and Option Year Pricing. Carahsoft ServiceNow Quotations/Orders consists of an Initial Subscription Term ("Base Period") and possibly one or more optional Subscription Terms ("Option Periods") as quoted, with the specific Subscription Offerings, fees, quantities, and Subscription Term for each period set forth in the Quotation,

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



subject to the following requirements and conditions.

Upon the expiration of the Subscription Term of the final Renewal Order, for one (1) immediately subsequent mutually agreed follow-on order form for a twelve (12) month subscription term ("Follow-On Order") ServiceNow shall not increase the subscription fee rate for each Renewal Product for the Follow-On Order by more than a stated percentage of the subscription fee rate of each Renewal Product. The Follow-On Order subscription term start date shall begin the day after the prior order form's subscription term end date. For both Renewal Orders and the Follow-On Order executed by the parties, the following conditions, shall apply:

- a.the Renewal Product continues to be made commercially available by ServiceNow at the time of the Renewal Order;
- b.all Renewal Products are purchased in quantities that are equal to or greater than the sum of all the units for each and all Renewal Products in all the order forms placed by Customer up to the expiration of the Subscription Term on this Order Form;
- c.each Renewal Order and Follow-On Order are for non-refundable, non-cancellable twelve (12) month subscription terms; and
- d.Participant places the Renewal Order before the expiration of the Subscription Term on this Order Form the then expiring order form.
- e.Notwithstanding above, the foregoing does not apply to, without limitation, any third-party Subscription Products offered for resale by ServiceNow, new products that are offered for sale after the date of this Order Form, products not ordered on this Order Form, products provided at no charge, or professional services (pursuant to either an SOW or Service Description), training, events, or any Support Account Management or Success product/service offering.

5. Education, Knowledge and Other. Terms for Education Services offerings are set forth on <https://www.servicenow.com/upgrade-schedules.html>

6. Knowledge and Other Event Terms and Conditions. Payment must be provided in the manner and at the times noted in the FAQs particular to the Event. ServiceNow reserves the right to cancel your registration without notice for failure to pay as required. Cancellations and substitutions are subject to the dates and fees specified in the FAQs. There are no refunds for no shows. Requests for cancellations or substitutions not received in writing as described in the FAQs will not be honored. Cancellation of travel reservations and hotel reservations is your exclusive responsibility. Neither Carahsoft or ServiceNow is responsible for any damages, direct or indirect, resulting from any cancelled registration or impermissible substitution. Event registration is subject to availability. All event passes are valid only for the event and event year for which the passes are applicable. Passes purchased on an order form are non-refundable. Unused passes will be forfeited. Additional Event Attendee Terms and Conditions: ServiceNow Event Attendee Terms and Conditions

7. Product Overview. Documentation (sometimes referred to as Product Overview) refers to the system requirements and technical functionality for the supported version(s) of the applicable Subscription Service as described in the then-current product documentation at <https://docs.servicenow.com>.

8. Entitlements. The entitlements and use rights for the Subscription Products ordered hereunder on this Quotation/Order are set forth in the Subscription Product table attached, if attached.

9. Other Terms.

PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NONREFUNDABLE.

Impact, Customer Success, and any other packaged professional service activities not consumed within Customer's Option Period do not rollover to the subsequent Option Period, shall expire with no further credit or refund, and shall have no value thereafter.

Any Professional Services fees are invoiced on a time and materials basis. Customer will cure a delinquency in payment of any amounts owed within 30 days from the date of Carahsoft's delinquency notice. If Customer fails to timely cure a delinquency, ServiceNow may suspend use of the Subscription Products or terminate the Agreement for breach, in addition to any other available rights and remedies.

PREPAID FEES FOR PROFESSIONAL SERVICES AND EVENTS SHALL EXPIRE IF UNUSED WITHIN ONE (1) YEAR OF THE DATE OF ORDER, WITH NO REFUND OR CREDIT FOR UNUSED OR UNPERFORMED SERVICE HOURS. PREPAID FEES FOR EDUCATION SERVICES WILL EXPIRE AT THE SPECIFIED TERM END DATE IN THE CORRESPONDING EDUCATION SERVICES LINE ITEM ON THE ORDERING DOCUMENT ("END DATE") OR, IF NO SUCH END DATE APPEARS, THEN 12 MONTHS FROM THE LATEST SIGNATURE OF THE ORDERING DOCUMENT, WITH NO REFUND OR CREDIT FOR UNUSED OR UNPERFORMED SERVICE HOURS.

GOVERNMENT LEARNING CREDITS SHALL BE INVOICED ON A MONTHLY BASIS IN ARREARS AND BASED ON CONSUMPTION, WITH CONSUMPTION OCCURRING UPON COURSE REGISTRATION OR COMPLETION, AS APPLICABLE. UNUSED GOVERNMENT LEARNING CREDITS WILL EXPIRE WITHIN ONE (1) YEAR OF THE DATE OF THE ORDER; AND CUSTOMER WILL NOT BE CHARGED FOR ANY UNUSED CREDIT.

10. Late Payment Fees. Fees are invoiced as per the payment terms on the quote. Late payments will accrue interest at a rate of 1.5% per month or the applicable statutory rate for late payments, whichever is lower. Customer will cure a delinquency in payment of any amounts owed within 30 days from the date of Carahsoft's delinquency notice. If Customer fails to timely cure a delinquency, Carahsoft may terminate the Agreement for breach, in addition to any other available rights and remedies.

11. Reinstatement Fees: Renewals are due prior to the expiration of the existing Subscription Term. All Renewal Orders placed after the expiration of the Subscription Term shall include subscription fees for the lapsed period plus a reinstatement fee equal to 10% of the total renewing annual subscription fee multiplied by the number of past months. If the subscription support end date has passed and no cancellation notification has been issued to the prime contractor, ServiceNow reserves the right to include this fee to reinstate the account.

12. Required on Purchase Orders. Please include the following information on the purchase order to Carahsoft. If this information is not included, the order will not be accepted.

- a)Contract number used for this order.
- b)End User contact information. End User is the End Customer contact responsible for the ServiceNow system and communications regarding the system.
- c)Carahsoft quotation number for this purchase order.

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



d)Statement of Work or Change Order (if applicable).

13. Where to Send Purchase Orders. Send purchase orders to CSTechOM@carahsoft.com or to the name on the Carahsoft Quotation.

Additional terms and conditions as well as entitlements are included on the attached pages, as applicable.