GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

servicenow **carahsoft.**

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:	mkleen@wilco.org	**EMAIL:**	Hallie.Hardesty@carahsoft.com
PHONE:	(512) 943-1459	**PHONE:**	(571) 662-4330

TERMS: DIR Contract No. DIR-TSO-4288 Expiration Date: February 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#: 1522189693700 Sales Tax May Apply	**QUOTE NO:** ▉▉▉▉ **QUOTE DATE:** 08/29/2024 **QUOTE EXPIRES:** 11/20/2024 **RFQ NO:** **SHIPPING:** GROUND **TOTAL PRICE:** $18,500.00 **TOTAL QUOTE:** $18,500.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	ServiceNow	ServiceNow® Fixed Fee Implementation (per $1,000 Statement of Work) ServiceNow - IMPL-FFP Start Date: 10/01/2024 End Date: 09/30/2025	$185.00	TX DIR	100	$18,500.00

SUBTOTAL:	$18,500.00
TOTAL PRICE:	**$18,500.00**
TOTAL QUOTE:	**$18,500.00**

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 snslg@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, subject to the following requirements and conditions.

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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

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

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WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

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.

CARAHSOFT 'S RESPONSE TO THE

Williamson County

ServiceNow Statement of Work

Carahsoft SOW ███████

ServiceNow [Subject]

Wednesday, September 04, 2024

CARAHSOFT TECHNOLOGY CORPORATION

11493 Sunset Hills Rd., Suite 100

RESTON, VA 20190

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1. TABLE OF CONTENTS

2. INTRODUCTION

This Statement of Work (hereinafter referred to as "SOW") effective as of October 1, 2024 ("Effective Date"), by and between Carahsoft Technology Corp (hereinafter "Carahsoft") and Williamson County (hereinafter "Williamson County") with services provided by InSource, Inc. (hereinafter "InSource") each individually a "Party" and collectively the "Parties", is a binding agreement for Services entered into pursuant to and governed by the terms and conditions of the TX DIR TSO 4288 contract by and between the Parties.

In the event of a conflict or inconsistency between the terms and conditions of the DIR contract and this SOW, the terms and conditions of this SOW shall govern.

3. SERVICE DEFINITION

Williamson County has identified the need to engage ServiceNow resource(s) in support of the development of its ServiceNow instance. The InSource ServiceNow Support Services can be used in any Advisory, Enhancement, capacity to support Williamson County with the ServiceNow Platform

InSource will provide, as part of this Support Services Agreement:

Support Services – incident/problem resolution and management support for issues experienced on the ServiceNow platform.

Enhancement Services – technical configuration support for customer or third party led implementation projects to deploy additional ServiceNow application and platform functionality.

3.1 SUPPORT SERVICES

Examples of Support Services Available		
Incident/Problem Resolution	• Level 2 / Level 3 support for ServiceNow Incident resolution	• Level 2 / Level 3 support for ServiceNow Problem resolution and Root Cause Analysis (RCA)
Incident/Problem Management	• Interface with ServiceNow support Incident/Problem resolution/reporting	• Management of open issues in the ServiceNow HI system

3.2 ENHANCEMENT SERVICES

Examples of Enhancement Services Available		
Users, Groups & Role Administration	• Create/modify users • Create/modify groups	• Create/modify roles • User roles audit reporting
IT Service Management, IT Operations Management and	• Personalize forms • Personalize lists	• Workflows • Create/modify filters

Platform Applications Service Catalog	• Create/modify catalog item(s) • Create/modify approval workflows	• Create/modify order guides/bundles
Knowledge Management	• Add Knowledge Articles to The Knowledge Base	• Import Knowledge Articles
Importing/Exporting Data	• Create/modify data imports and transform maps	• Import data from standard electronic file formats
Events & Notifications	• Create/modify email notifications	

Business Rules

	• Develop/evaluate/update business rules	

Workflows

Scripting (JavaScript)	Client and server scripting	
Service Level Agreements (	• Create modify SLAs • Create/develop/publish SLA reporting	• Update workflows to incorporate SLA management
Email Actions	Create inbound email actions	• Create outbound email actions
	• Create/modify reports • Create/modify gauges	• Create/modify homepages
Reports & Homepages	• Create/modify Employee	• Create localization
User Interface		for ServiceNow platform
	• Activate/structure LiveFeed	• Activate/structure Chat
Social	• Integrate with 3rd Party Systems	• eBonding with other ServiceNow Instances

System Integrations

3.3 DELIVERABLES

InSource will provide the following deliverables to Williamson County.

Deliverables	Frequency	Description
Service Report	On Demand	A listing of all services rendered can be obtained through viewing the cases within Customer Portal on a 24 x 7 x 365 basis.
Hours Balance Report	Weekly	A weekly statement of hours used and hours remaining.

3.4 REQUEST PROCESS & SERVICE LEVEL AGREEMENT

The Williamson County Designated Service Contact (the requestor) will submit a request to InSource via our customer portal. InSource will provide an estimate of the hours required to complete the request within two

(2) business days after receiving the request (unless additional discussion with Williamson County is needed to understand the request). Any estimate that is deemed to require more than 100 hours of work to complete may be excluded from this agreement and separate project SOW will be provided and communicated to Williamson County.

InSource will leverage a combination of Technical Consultants, Solution Analysts and a Service Manager to

deliver the Support Services. Any hours performed by these individuals in support of the Williamson County will be deemed billable.

The Williamson County Designated Service Contact will authorize the service(s). InSource will assign the resource(s) and initiates fulfillment of the request.

When the request is ready for Williamson County testing, InSource will notify the Request contact for Williamson County to perform UAT and confirm completion within seven (7) business days.

4. WILLIAMSON COUNTY REQUIREMENTS

For InSource to successfully complete the requests, Williamson County will:

- Assign and communicate to InSource the names of Designated Service Contacts who will submit requests and authorize work.
- Provide access to production and sub-production ServiceNow instances to InSource consultants.
- Provide the necessary and appropriate resources for InSource to effectively complete Williamson County assigned tasks throughout the duration of the engagement.
- Provide resources to assist with any third-party external systems as it relates to integrations or data migration/import with ServiceNow; InSource will not provide experts or support for third-party systems; when necessary, these resources will support on-going maintenance as described by InSource during Knowledge Transfer.
- Coordinate internal organizational change to prepare impacted user audiences for ServiceNow changes.
- Assign and execute UAT, report defects to InSource for remediation, and retest after remediation; Williamson County is responsible for the creation of test cases as well as training resources in preparation for UAT.

5. GENERAL ASSUMPTIONS

The following assumptions were used in developing the terms and fees related to this SOW:

- Service does not include fulfilling lead roles in ServiceNow project-based implementations.
- Services are not available to customers requiring a security clearance without an understanding of the requirements and InSource's agreement.

- Services are provided in English only.
- InSource does not guarantee that certain designated InSource personnel will be assigned to the Williamson County account. InSource may, at any time, subcontract or delegate in any manner any or all of its obligations hereunder to an authorized third party or agent.
- InSource will leverage a combination of Technical Consultants, Solution Analysts and Engagement Management team members to deliver the Support Services.
- Williamson County will obtain the necessary licenses required for the implementation.
- Williamson County will manage co-development during this engagement; Williamson County will manage development performed by all of their ServiceNow partners as well as the Williamson County's own admins/developers. InSource assumes other parties are following best practices for managing and promoting their development and conflicts between parties will not be an issue.
- If during the course of this engagement InSource discovers any configurations or customizations not OOB that impact the completion of a case as estimated, findings and any potential remediation efforts will be estimated and added to the case effort.
- ServiceNow Domain Separation is not in use and is out of scope.
- InSource will provide services via remote access unless specifically stated otherwise and agreed upon by both parties.
- An estimated 10% of the hours will be used for Case Management activities.
- Cases entered prior to the contract expiration date will be worked to completion to the extent hours

are available. However, once the contract expiration date is reached and Williamson County does not respond to a case within 10 business days, the case will be considered cancelled.

6. FEES & PAYMENT

6.1 SERVICE SUBSCRIPTION

Start Date End Date	10/01/2024
Total Hours of Service	100
Hourly Rate	$185.00
	~~$18,500.00~~

6.2 Total Service Fee

Carahsoft will invoice **the total service fee upon signature plus** any applicable sales and use taxes.

Payment is due within thirty (30) days of invoice receipt. If Williamson County does not question an invoice in writing within thirty (30) days of receipt, it will be considered accurate and acceptable.

Williamson County may carry over up to 20% of the total contracted hours if they are rolled into a new Support Services agreement within 30 days of the contract end date. However, the new agreement must be at least 50% more hours than the amount being rolled over. Any hours not rolled over into a new agreement will be forfeited and invoiced.

If the work required to complete services exceeds the total service agreement above (hours), Carahsoft will communicate the need for additional hours and Carahsoft will request approval of Williamson County to exceed the agreement.

6.3 EXPENSES

Williamson County will be responsible for all out-of-pocket expenses incurred during the course of this engagement including travel expenses, which will be billed at actual cost .if travel is required, it must be approved by a Change Order prior to the time of travel.

6.4 INVOICE SUBMISSION

Carahsoft will submit invoices to:

Company:	
Address:	
Suite/Bldg./etc.:	
City, State, Zip:	
Reference ID:	Williamson County
Email Invoice To:	

Inquiries from Williamson County to InSource regarding invoices may be directed to:

Name:	Hallie Hardesty
Phone:	571-662-4330
Email:	Hallie.Hardesty@Carahsoft.com

6.5 DESIGNATE SERVICE CONTACTS

Williamson County must complete the following section.

Williamson County will assign and communicate to InSource the names of Designated Service Contacts who are authorized to submit and approve a request for service to InSource and will also confirm completion of the request.

Full Name	Email Address	Office Phone #	Mobile Phone #
Michelle Klein	mkleen@wilco.org	512-943-1459	
Alison Gleason	agleason@wilco.org	512-943-1100	

7. GENERAL PROVISIONS

7.1 LIABILITY

In no event shall Carahsoft be liable for incidental, special or consequential damages connected with the performance of or breach of this agreement. Carahsoft's liability to Williamson County for any cause shall in no event exceed the amount actually paid for the portion of the professional services involved.

7.2 WARRANTIES

The express representations and warranties given in this agreement are the only representations or warranties given by Carahsoft with respect to the services and are given in lieu of all other representations and warranties, express or implied, including those of non-infringement, title, merchantability, course of dealing, usage of trade, and fitness for a particular purpose. Williamson County's exclusive remedies and Carahsoft's sole liability for any nonconformity or defect in any service shall be those expressed in this agreement.

7.3 PERSONNEL NON-COMPETE

Neither Williamson County nor InSource may separately retain members of each other's staff, though direct solicitation, during the engagement, nor for a period of one (1) year from the date Carahsoft ceases to provide services without prior written permission from either party.

7.4 VALIDITY OF SOW

This proposal is valid for a period of thirty (30) days from the SOW delivery date, unless extended by InSource in writing. After thirty (30) days, InSource reserves the right to adjust the fees and time elements of its proposal.
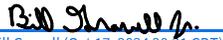
7.5 CONFLICT RESOLUTION

Venue of this SOW, including resolution of conflicts, shall be Williamson County, Texas and the laws of State of Texas shall govern.

Authorization and Acceptance

Williamson County

_____
Bill Gravell (Oct 17, 2024 20:21 CDT)
Signature

Bill Gravell
_____
Name

County Judge
_____
Title

Oct 17, 2024
_____
Date

Signature:

Email:

Carahsoft Technology Corp.

_____
Signature

Sarah Radcliff
_____
Name

Service Contract Specialist
_____
Title

10/4/2024
_____
Date

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 07 2024   Time: 3:20 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Oct 07 2024   Time: 6:58 am

carahsoft

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