

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM TO  
CARAHSOFT TECHNOLOGY CORPORATION'S  
TERMS AND CONDITIONS**

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The underlying County Addendum (the "Addendum") to the Terms and Conditions ("Agreement"), between Carahsoft Technology Corporation ("Carahsoft") and Williamson County, Texas ("Customer" or "The County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

1. **Incorporated Documents:** This Addendum constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:
  - This Addendum;
  - Carahsoft's Terms and Conditions;
  - Cooperative purchasing contract DIR-CPO-5175 and;
  - Carahsoft Quote No.
2. **Termination for Convenience.** The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Carahsoft. In the event of such termination, it is understood and agreed that only the amounts due to Carahsoft for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for The County's termination of this Agreement for convenience.
3. **No Indemnification by The County.** Carahsoft acknowledges and agrees that under the Constitution and the laws of the State of Texas, The County cannot enter into an agreement whereby The County agrees to indemnify or hold harmless any other party, including but not limited to Carahsoft; therefore, all references of any in this Agreement to The County indemnifying, holding or saving harmless any other party, including but not limited to Carahsoft, for any reason whatsoever are hereby deemed void and deleted.

- 4. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 5. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 6. The County's Right to Audit.** Carahsoft agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Carahsoft which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Carahsoft agrees that The County shall have access during normal working hours to all necessary Carahsoft facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Carahsoft reasonable advance notice of intended audits.
- 7. Non-Appropriation and Fiscal Funding.** The obligations of The County under this Agreement do not constitute a general obligation or indebtedness of The County for which The County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The County shall have the right to terminate this Agreement at the end of any County's fiscal year if the governing body of The County does not appropriate sufficient funds as determined by The County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to Carahsoft at the end of its then-current fiscal year to be effective as of the last day of The County's fiscal year.
- 8. Payment, Interest and Late Payments.** The County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Carahsoft, The County shall notify Carahsoft of the error not later than the twenty first (21<sup>st</sup>) day after the date The County receives the invoice. If the error is resolved in favor of Carahsoft, Carahsoft shall be entitled to receive interest on the unpaid balance of the invoice submitted by Carahsoft beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The County, Carahsoft shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

- 9. General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **“Williamson County, Texas” and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where The County, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by The County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of The County. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Carahsoft shall furnish The County with a certification of coverage issued by the insurer. Carahsoft shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Carahsoft shall also notify The County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**
- 10. Relationships of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 11. Sales and Use Tax Exemption.** The County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by The County. Exemption certificates will be provided to contractors and suppliers upon request.
- 12. Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the “Public Information Act”), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that The County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to The County as to whether or not the same are available to the public. It is further understood that The County's officers and employees shall have the

right to rely on the advice, decisions and opinions of the Attorney General, and that The County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to The County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**13. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**14. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**Carahsoft Technology Corporation**

**Williamson County, Texas**

By: Natalie LeMay

By: \_\_\_\_\_

Printed Name: Natalie LeMay

Title: As Presiding Officer, Williamson  
Commissioners Court

Title: State and Local Contracts Manager

Date: \_\_\_\_\_, 20\_\_

Date: October 02, 2025

**Reviewed by Contract Audit  
Garrett Murray  
Contract Auditor  
Williamson County Auditor's Office  
Date: Oct 03 2025                      Time: 9:02 am**

**Approved as to Legal Form**  
JACQUELINE LENTZ  
General Counsel, Commissioners Court  
Date: Oct 03 2025    Time: 10:15 am

# 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:** Benjamin Custer  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** michelle.kleen@wilcotx.gov

**EMAIL:** Benjamin.Custer@carahsoft.com

**PHONE:** (512) 943-1459

**PHONE:** (703) 581-6660

**TERMS:** DIR Contract No. DIR-CPO-5175  
 Expiration Date: July 24, 2029  
 FTIN:  
 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:** 07/18/2024  
**QUOTE EXPIRES:** 11/28/2025  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$300,373.44  
**TOTAL QUOTE:** \$300,373.44

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
<b>DUE AT SIGNING</b>						
1	ServiceNow	ServiceNow® Additional Non-Production Instance - Shared Environment (4TB) (Priced Monthly, 1 Year Term) Term: 12 Months ServiceNow - PROD20930 Start Date: 11/30/2025 End Date: 11/29/2026	LIST: \$1,250.00 CONTR: \$1,193.75	\$925.93	TX DIR 1	\$11,111.16
2	ServiceNow	ServiceNow® ITOM Discovery - Subscription Unit v2 (Priced Monthly, 1 Year Term) Term: 12 Months ServiceNow - PROD15000 Start Date: 11/30/2025 End Date: 11/29/2026	LIST: \$8.00 CONTR: \$7.64	\$7.62	TX DIR 44	\$4,023.36
3	ServiceNow	ServiceNow® Agile Team - Module (Priced Monthly, 1 Year Term) Term: 12 Months ServiceNow - PROD12492 Start Date: 11/30/2025 End Date: 11/29/2026	LIST: \$0.00 CONTR: \$0.00	\$0.00	TX DIR 1	\$0.00
4	ServiceNow	IT Service Management Standard - Fulfiller User v3 Term: 12 Months ServiceNow - PROD17243 Start Date: 11/30/2025 End Date: 11/29/2026	LIST: \$100.00 CONTR: \$95.50	\$74.07	TX DIR 160	\$142,214.40
5	ServiceNow	Workflow Data Fabric Starter - Transactions Term: 12 Months ServiceNow - PROD24509 Start Date: 11/30/2025 End Date: 11/29/2026	LIST: \$7,916.67 CONTR: \$7,560.42	\$6,333.33	TX DIR 1	\$75,999.96
6	ServiceNow	ServiceNow Vault - Application v2 (Final Price is 30% of ACV) (Priced Monthly, 1 Year Term) Term: 12 Months ServiceNow - PROD25328 Start Date: 11/30/2025 End Date: 11/29/2026	LIST: \$0.01 CONTR: \$0.01	\$5,585.38	TX DIR 1	\$67,024.56
<b>DUE AT SIGNING SUBTOTAL:</b>						<b>\$300,373.44</b>

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LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:						\$300,373.44
TOTAL PRICE:						\$300,373.44
TOTAL QUOTE:						\$300,373.44

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](mailto: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/doc-type/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](mailto:snsig@carahsoft.com) or [legal.request@servicenow.com](mailto: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](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.

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>.

QUOTE DATE: 07/18/2024  
QUOTE NO:

# GOVERNMENT - PRICE QUOTATION

## CARASOFT TECHNOLOGY CORP



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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.
- 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.

#### Hosting Information

Instance Name	Instance Type	Hosting Type	Storage Limit	Hosting Included	Data Center Region
wilcodev	Non-Prod	Shared	4TB	Included	United States
wilcotest	Non-Prod	Shared	4TB	Included	United States
wilco	Prod	Shared	4TB	Included	United States
wilcosandbox	Non-Prod	Shared	4TB	Additional	United States
Customer ServiceNow Admin:	Michelle Kleen				
Email:	mkleen@wilco.org				

Customer's platform storage capacity entitlement can be found here: <https://www.servicenow.com/products/entitlements-packages.html>

#### 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>.

#### Quote Terms

##### SERVICENOW® STORE TERMS OF USE

Pursuant to a separate transaction between the customer entity ("Customer") and ServiceNow's authorized reseller ("Participant"), Customer has purchased from Participant certain services to be delivered by a ServiceNow entity identified in the Participant Order ("ServiceNow") that may include access to and use of ServiceNow's app store located at <http://store.servicenow.com> ("Store"). These ServiceNow Store Terms of Use ("Agreement") specify the terms and conditions that govern Customer's use of the Store and any App (as defined below) offered therein, including but not limited to Customer's download of the App and Customer's payment therefore. In the event of any conflict between the terms and conditions of this Agreement and Customer's agreement for its use of the ServiceNow Product ("Subscription Terms and Conditions"), this Agreement shall govern to the extent of such conflict. All terms not otherwise defined herein shall have the meanings ascribed to them in the Subscription Terms and Conditions.

**1. Definitions.** "App" means customizations of ServiceNow Products offered on Store. "App Conditions" means the terms and conditions applicable to a particular App. "ServiceNow App" means an App developed by ServiceNow that is expressly designated as such on Store. "ServiceNow Product" means any ServiceNow products and services available outside of Store. ServiceNow Apps are not ServiceNow Products. All Apps are licensed by third parties and not ServiceNow except ServiceNow Apps. ServiceNow is not a party to any App Conditions except App Conditions for ServiceNow Apps.

**2. Purchase and Payment of Apps.** Rights to access Apps are subject to the applicable App Conditions and Customer's agreement for use of the ServiceNow Product on which the App is installed. Prices stated on Store are final. Except as otherwise required by the termination for convenience clause under FAR part 52.212-4, or applicable agency supplement, which shall apply only by and between the Participant entity and Customer, purchases made on Store are final, non-cancellable and non-refundable, and a continuous and non-divisible commitment for the full duration of its then-current term regardless of the invoice schedule. Subscription terms are for 12 months and may be renewed upon Customer's request thirty (30) days prior to the end of the then-current term. Prices for renewal are subject to increase upon advance notice to Customer. If Customer purchases an App by credit card, Customer's card will be billed monthly during the subscription term. Otherwise, payment for an App is due

within 30 days after invoice. In the event Customer's payments are late, the parties agree that ServiceNow, or the Participant, as applicable, would be able to avail itself of the applicable government procurement disputes regulation governing this Agreement. ServiceNow may suspend or cancel Customer's subscription if payment is late. Prices exclude all taxes associated with Customer's purchase, access to, use of or payment for the App, which Customer is responsible for paying, unless Customer is exempt under applicable law. ServiceNow is exclusively responsible for taxes imposed on its net income. All applicable sales tax, value-added tax, duties and other similar governmental charges shall be based on the ship-to address provided by Customer, unless Customer is exempt under applicable law.

**3. App Rights and Restrictions.** Customer will use Apps solely as run on ServiceNow Products. Purchase of an App (including a ServiceNow App) does not entitle Customer to use ServiceNow Products, which Customer must purchase separately. Customer may not: (a) provide a third party with access to an App except as necessary to provide services to Customer as an agent or contractor; or (b) use the App to develop a product that is operable apart from the ServiceNow Products or to circumvent ServiceNow APIs. Upon notification of overuse of an App from ServiceNow, Customer will purchase additional subscription rights or stop such overuse within thirty (30) days.

**4. Platform Use Rights.** If Customer purchases an App, it is permitted to use solely that App and no further right to run other applications or customizations on ServiceNow Products is provided. Unless expressly marked on the Store description web page for the particular App as including platform subscription rights to use the App, Apps available for free require the additional purchase of the right to run the App to the same extent that Customer would require platform subscription rights to use applications or customizations if the App were developed by Customer as a customization of the ServiceNow Products.

**5. Responsibilities.** Customer uses Apps at its own risk. ServiceNow will have no liability or obligation to Customer with respect to Apps, other than ServiceNow Apps as provided in the applicable App Conditions. Customer's use of an App (including a ServiceNow App) with a ServiceNow Product constitutes a modification or customization of that ServiceNow Product by Customer for purposes of any separate agreement between Customer and ServiceNow and such customization or modification (or malfunction caused thereby) will not be subject to any support, warranty or indemnity under any such separate agreement.

**6. Termination.** Except as otherwise required by the termination for convenience clause under FAR part 52.212-4(l), or applicable agency supplement, which shall apply only by and between the Participant and Customer, this Agreement remains in effect until expiration of a subscription term for the App without prior renewal or until terminated by either party for any reason upon 30 days' written notice, whichever occurs first. Upon expiration or termination: (a) Customer shall cease to use the App; (b) Customer will uninstall the App within forty-five (45) days of the date of expiration or termination, or if no action is taken after such time or ServiceNow terminated this Agreement for cause, ServiceNow may uninstall the App; (c) Customer may not renew the then-current subscription term; and (d) the entirety of this Agreement, including Customer's payment obligations, will survive. Termination of this Agreement or any App Conditions have no effect on Customer's subscriptions or licenses to ServiceNow Products.

**7. Deactivation.** If ServiceNow reasonably believes use of an App violates any law or third-party right, degrades ServiceNow's ability to meet its support, service availability or security terms, or may create an implicit or explicit failure of the confidentiality, integrity or availability of the ServiceNow Products (including, by way of example only: (i) executing commands as another user; (ii) accessing data in excess of permissions; (iii) posing as another user or service within a system; (iv) causing an abnormal denial of service; (v) inadvertently or intentionally destroying data without permission; or (vi) exploiting any encryption implementation weakness (such as to reduce the time or computation required to recover the plaintext from an encrypted message)), then ServiceNow may deactivate the App to prevent further detrimental effects on the ServiceNow Products or require Customer upon notice to remove that App from Customer's instance of ServiceNow Products.

**8. Disclaimer of Warranties.** SERVICENOW SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO STORE OR ANY APP (INCLUDING A "CERTIFIED APP") INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM DEFECTS OR VIRUSES, OR AVAILABILITY. THESE DISCLAIMERS OF WARRANTY DO NOT APPLY TO EXPRESS WARRANTIES MADE BY SERVICENOW IN APP CONDITIONS FOR SERVICENOW APPS.

**9. Limitations and Exclusions of Liability.** EXCEPT TO THE EXTENT PROHIBITED UNDER LAW OR AS OTHERWISE EXPRESSLY AGREED TO BY SERVICENOW IN THE APP CONDITIONS FOR SERVICENOW APPS, SERVICENOW SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH STORE OR ANY APP, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING

LOSS OF REVENUE OR PROFITS, LOSS OF DATA, COVER AND COSTS OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SERVICENOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SERVICENOW REVIEWED, MODERATED, COMMENTED ON OR PROMOTED THE APP GIVING RISE TO DAMAGES. IF SERVICENOW IS LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND, THEN SERVICENOW'S TOTAL, CUMULATIVE LIABILITY TO CUSTOMER, ARISING OUT OF OR RELATED TO STORE OR ANY APP, WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT EXCEED THE PRICE (IF ANY) THAT CUSTOMER PAID THROUGH STORE TO ACCESS THAT APP DURING THE 12 MONTH PERIOD BEFORE SUCH LIABILITY AROSE. MULTIPLE CLAIMS WILL NOT INCREASE THIS LIMIT. THE PARTIES HAVE AGREED THAT THE LIMITATIONS OF THIS SECTION 9 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

**10. ServiceNow Government Community Cloud (GCC) and National Security Cloud (NSC).** The following applies exclusively to the extent that the App will be provisioned to a ServiceNow instance hosted in ServiceNow's GCC or NSC environments: Customer agrees and acknowledges that the Provisional Authorizations to Operate (P-ATOs) for ServiceNow to operate cloud environments at FedRAMP High, DoD Impact Level 4 (IL4), DoD Impact Level 5 (IL5), and similar, do not apply to the security, privacy or any other attributes of any App. CUSTOMER AGREES TO ASSUME ALL RISK AND RESPONSIBILITIES OF INSTALLATION AND USE OF THE APP IN THE GCC OR NSC INSTANCE AND RELEASES SERVICENOW FROM ALL LIABILITY RELATED TO SUCH INSTALLATION AND USE.

**11. General Terms.** Customer will not access Apps in violation of any country's laws or regulations, including export controls. No waiver of this Agreement by ServiceNow will be deemed a further or continuing waiver. Customer may submit purchase orders for its administrative convenience, but those purchase orders will not affect the terms of this Agreement, which may only be modified as provided in this Section 11 or by a writing signed by both parties. ServiceNow may amend this Agreement, upon notice to Customer. Such amendments will apply to transactions on Store on a going-forward basis. If Customer does not agree to such amendments, Customer's recourse is to refrain from further use of Store. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect. The parties are independent contractors. This Agreement shall be governed by the laws of the United States of America. Any dispute arising out of this Agreement, Store or any App shall be heard exclusively by a U.S. Federal court or board of contract appeals of competent jurisdiction. This Agreement constitutes the final and entire agreement between Customer and ServiceNow with respect to Store and the Apps, and it supersedes all prior and contemporaneous agreements relating to its subject matter except as expressly provided herein. This Agreement controls over any conflicting provision in App Conditions or Website Terms unless otherwise expressly provided herein. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart. Facsimile signatures shall be binding to the same extent as original signatures.

## 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

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/products/entitlements-packages.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
PROD15000 ServiceNow® ITOM Discovery	<p>Included Applications: Discovery</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 (ITOM) - ServiceNow Subscription Unit Overview on <a href="https://www.servicenow.com/products/entitlements-packages.html">www.servicenow.com/products/entitlements-packages.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>
PROD12492 ServiceNow® Agile Team	<p>Included Applications: Agile Development and Test Management</p> <p>All Users may use the above applications.</p>
PROD17243 ServiceNow® IT Service Management Standard	<p>Included Applications: Incident Management; Problem Management; Change Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Digital Portfolio Management and Universal Request</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users.</p> <p>Universal Request use rights apply only to IT Service Management Standard applications and App Engine Starter 25 Custom Tables</p> <p>App Engine Starter 25: 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 and perform the actions granted to that User Type.</p> <p>Protocols and Spokes that are available in the Subscription Product are set forth in the then-current applicable Product Documentation. Use of Protocols and Spokes may require purchase of Integration Hub Transactions at an additional fee.</p> <p>The following Application(s) became available according to the release indicated below. San Diego - Digital Portfolio Management</p>
PROD24509 ServiceNow® Workflow Data Fabric Starter	<p>Workflow Data Fabric Starter includes Activity Designer; Activity Packs; Now Assist for Spokes; External Content Connectors; ServiceNow Lens; entitlement for up to 1,000,000 Integration Hub Transactions annually (unused Transactions expire annually without credit or refund); and entitlement for up to 5GB (5,000MB) of API Access Volume per day (unused API Access Volume expire daily without credit or refund).</p> <p>Workflow Data Fabric Starter includes Protocols and Spokes as set forth in the Integration Hub Overview on <a href="https://www.servicenow.com/products/entitlements-packages.html">www.servicenow.com/products/entitlements-packages.html</a>, which IS EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE.</p> <p>An Integration Hub Transaction is defined as any outbound call originating from Integration Hub, Flow Designer, Remote Tables, or Orchestration. This includes any operation, action, or orchestration from these components that results in an outbound call, as well as any external document indexed via AI Search IntegrationHub Spoke, External Content REST API, or External Content Connectors.</p> <p>Additional annual Transactions require the purchase of a separate Integration Hub package.</p> <p>API Access Volume is the total output of data volume in an applicable 24-hour period made by ServiceNow</p>

	<p>in response to a web service request originating from a system external to ServiceNow.</p> <p>Output of data as a result of Integration Hub Transactions and/or Stream Connect for Kafka are exempt and not included in the API Access Volume.</p> <p>Additional daily API Access Volume require the purchase of a separate API Access Volume package. Customer acknowledges that, to the extent it activates and uses External Content Connectors, Customer Data will be processed outside of Customer's ServiceNow instance in a centralized ServiceNow environment, provided that such centralized ServiceNow environment shall be hosted in the same ServiceNow data center as Customer's originating ServiceNow instance.</p> <p>Usage of ServiceNow Lens and Now Assist for Spokes requires a separate Now Assist subscription and will utilize assists.</p>
<p>PROD20930 ServiceNow® Additional Non-Production Instance - Shared Environment (4TB)</p>	<p>Additional non-production instance within a logical single-tenant architecture on multi-tenant cloud infrastructure that is logically and physically separate from ServiceNow's corporate infrastructure. The storage limit for each non-production instance is 4TB of storage, unless additional storage is purchased. Storage included with the non-production instance cannot be shared with other production or non-production instances. The foregoing storage limit applies only to this additional non-production instance.</p>
<p>PROD25328 ServiceNow® ServiceNow Vault</p>	<p>Included Application(s): Platform Encryption (which includes Cloud Encryption and Field Encryption Enterprise); Code Signing; Data Privacy; Log Export Service; and Zero Trust Access</p> <p>The annual subscription fee for ServiceNow Vault ("ServiceNow Vault Fee") is based on the total of the annual subscription fees of all products subscribed by Customer. As Customer exceeds entitled capacity of Subscription Products, or if Customer procures additional Subscriptions, additional ServiceNow Vault Fees may apply.</p> <p>Platform Encryption includes encryption for all of Customer's production and non-production ServiceNow instances. Platform Encryption functionality is dependent on Customer's correct configuration as specified in the Product Documentation.</p> <p>Field Encryption Enterprise provides application-level and database-level data-at-rest encryption to eligible ServiceNow fields, and decrypts Customer Data in those fields for eligible users and scripts as directed by Customer.</p> <p>ServiceNow Cloud Encryption is block encryption of the full database host with industry standard key lifecycle management. ServiceNow Cloud Encryption allows Customer the option to use a ServiceNow generated key, or a key created and supplied by Customer.</p> <p>Customer acknowledges that, to the extent it activates and uses Log Export Service, Customer Data will be processed outside of Customer's ServiceNow instance to a centralized ServiceNow environment, provided that such centralized ServiceNow environment shall be hosted in the same ServiceNow data center region as Customer's originating ServiceNow instance. Customer further acknowledges that the relevant terms set forth in the Agreement pertaining to ServiceNow's security and data protection program shall apply, except for those generally relating to certifications, attestations, or audits, and penetration testing. Any Customer Data transferred to such centralized ServiceNow environment will be deleted in accordance with ServiceNow's internal policies and procedures.</p> <p>As of the ordering document effective date, Log Export Service is available only in the data center regions specified in the applicable Documentation .</p>