

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3.47**  
(MT6859)

On motion of Supervisor Perez, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the recommendation from Riverside County Information Technology regarding the Approval of Amendment No. 3 to the Master Ordering Agreement #CON0090302, the Statement of Work for Time and Material Engagement – SOW number SOW0013645, and Order Form #ORD0760866-1 with ServiceNow, Inc. to provide implementation services for IT Billing Project, without seeking competitive bids, All Districts is deleted.

Roll Call:

Ayes: Jeffries, Tavaglione, Washington and Perez  
Nays: None  
Absent: Ashley

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I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on June 26, 2018 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: June 26, 2018  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By:  Deputy

AGENDA NO.  
3.47

xc: RCIT

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM**  
3.47  
(ID # 6859)

**MEETING DATE:**

Tuesday, June 26, 2018

**FROM :** RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT): Approval of Amendment No. 3 to the Master Ordering Agreement #CON0090302, the Statement of Work for Time and Material Engagement – SOW number SOW0013645, and Order Form #ORD0760866-1 with ServiceNow, Inc. to provide implementation services for IT Billing Project, without seeking competitive bids [Districts: All]; [Total cost: Up to \$155,748 through March 18, 2019], RCIT Operating Budget.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Amendment No. 3 to the Master Ordering Agreement #CON0090302 (Amendment), the Statement of Work for Time and Material Engagement – SOW number SOW0013645, and Order Form #ORD0760866-1 with ServiceNow, Inc. to provide implementation services for IT Billing Project, in an amount up to \$155,748 through March 18, 2019;
2. Authorize the Chairman of the Board to execute the Amendment No. 3, Statement of Work for Time and Material Engagement – SOW number SOW0013645, and Order Form #ORD0760866-1 on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, as approved by County Counsel to sign amendments to the agreement that do not change the substantive terms of the agreement.

**ACTION:**

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**MINUTES OF THE BOARD OF SUPERVISORS**

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

| <b>FINANCIAL DATA</b>                         | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>        | <b>Ongoing Cost</b>   |
|---|-----------------------------|--------------------------|---------------------------|-----------------------|
| <b>COST</b>                                   | \$116,811                   | \$ 38,937                | \$ 155,748                | \$ 0                  |
| <b>NET COUNTY COST</b>                        | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                  |
| <b>SOURCE OF FUNDS: RCIT operating budget</b> |                             |                          | <b>Budget Adjustment:</b> | No                    |
|   |                             |                          | <b>For Fiscal Year:</b>   | FY 17/18-<br>FY 18-19 |

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

The request before the Board is for professional services with ServiceNow, Inc. for the IT Billing Project ("Project"). The background and immediate need for the service implementation and Project are described below.

Services from ServiceNow were first obtained in March 2016 (Agenda item #03-27, 3/29/16) when the County and ServiceNow entered into a Master Ordering Agreement (CON0090302), effective March 18, 2016. ServiceNow provides a Cloud hosted Service Management Platform that enables the County (especially RCIT) in requesting, fulfilling and tracking requests/incidents/business workflows in an efficient manner.

There is an urgent need to migrate some intra-departmental IT billing functionality away from its current Remedy implementation into a platform that can be supported by the County for the long term. The Remedy application is currently out of support and the County has extremely limited on-site staff capable of supporting the tool. The IT billing functionality in Remedy tracks transactions totaling more than one million dollars per month for RCIT/PSEC. RCIT currently uses the custom-built solution in Remedy to recover costs for services provided to other agencies in the County.

The requested service implementation would integrate ServiceNow's Field and Consumable Management component into the application that enables tracking the aforementioned hard and soft costs associated with intra-County services. Migrating this functionality into ServiceNow will allow RCIT to provide critical business workflows within a single platform, allowing opportunities for efficiency and adding additional value as needed in a cost-effective manner as business needs change. Implementing the functionality in ServiceNow also allows RCIT to efficiently leverage its staff's development/maintenance capabilities in a platform that has a long-term roadmap and support guarantees. It will be easier for RCIT to support a single platform serving multiple uses rather than separate applications requiring additional, potentially specialized, skills. As RCIT implements additional modules/workflows within ServiceNow, the County benefits due to the efficiencies gained in managing commonly shared data/workflows and providing a unified user interface enabling a positive experience. This effort is anticipated to start in April 2018, and RCIT expects to complete the majority of the key implementation by

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

June 2018 with some minimal work rolling into the first quarter of FY 18/19. This implementation will directly benefit RCIT/PSEC in managing their billing process safely, effectively and efficiently.

The Amendment No. 3 to the Master Ordering Agreement, the Statement of Work for Time and Material Engagement – SOW number SOW0013645, and Order Form #ORD0760866-1 have been approved as to legal form by County Counsel.

**Impact on Citizens and Businesses:**

There is no negative impact on citizens and businesses.

**SUPPLEMENTAL:**

**Additional Fiscal Information:**

| <b>Description:</b>   | <b>FY 17/18</b>  | <b>FY 18/19</b> | <b>Total</b>     |
|-----------------------|------------------|-----------------|------------------|
| <b>One Time Cost:</b> |                  |                 |                  |
| Professional Services | \$116,811        | 20,937          | \$137,748        |
| Training              |                  | \$18,000        | \$18,000         |
| <b>Ongoing Costs:</b> |                  |                 |                  |
| N/A                   |                  |                 |                  |
| <b>Total Costs</b>    | <b>\$116,811</b> | <b>\$38,937</b> | <b>\$155,748</b> |

**Contract History and Price Reasonableness:**

On March 29, 2016 (Agenda item #03-27, 3/29/16), the Board approved the Master Ordering Agreement with ServiceNow to provide technology management services, including help desk, incident management, process control, asset management and analytics. Together, these functions are referred to as information technology service management (ITSM).


ServiceNow has agreed to provide County with the discounted rate of 19.3 percent for this professional services engagement.

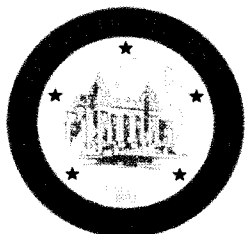
**Attachments:**

1. Amendment No. 3 to the Master Ordering Agreement with ServiceNow, Inc.
2. Statement of Work for Time and Material Engagement – SOW number SOW0013645 with attached Order Form #ORD0760866-1.
3. Sole Source Justification Form.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

  
Teresa Summers, Director of Purchasing 4/17/2018

  
Gregory V. Priamos, Director County Counsel 4/18/2018



# MEMORANDUM

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RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL  
ATTORNEY-CLIENT PRIVILEGE

DATE: April 18, 2018  
TO: Kecia Harper-Ihem, Clerk of the Board  
FROM: Thomas Oh, Deputy County Counsel  
RE: Amendment No. 3 to Agreement (2) for April 24, 2018 Board Agenda  
MT #6859

~~May 1~~ 6/12/18  
June 26  
~~July 3, 2018~~

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Enclosed please find the following document (s) for an item to be set on the April 24, 2018 Board Agenda for the Riverside County Information Technology:

MinuteTraq Item # 6859 – Form 11 (for reference)

Approval of Amendment No. 3 to the Master Ordering Agreement with ServiceNow, Inc.

TYO:rm  
Attachment

347

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM

(ID # 6859)

**MEETING DATE:**

Tuesday, April 24, 2018

**FROM :** RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT): Approval of Amendment No. 3 to the Master Ordering Agreement #CON0090302, the Statement of Work for Time and Material Engagement – SOW number SOW0013645, and Order Form #ORD0760866-1 with ServiceNow, Inc. to provide implementation services for IT Billing Project, without seeking competitive bids [Districts: All]; [Total cost: Up to \$155,748 through March 18, 2019], RCIT Operating Budget.

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**ACTION:**

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**MINUTES OF THE BOARD OF SUPERVISORS**

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

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|   |                             |                          | <b>For Fiscal Year:</b>   | FY 17/18-<br>FY 18-19 |

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**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

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**SUPPLEMENTAL:**

**Additional Fiscal Information:**

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ServiceNow has agreed to provide County with the discounted rate of 19.3 percent for this professional services engagement.

**Attachments:**

1. Amendment No. 3 to the Master Ordering Agreement with ServiceNow, Inc.
2. Statement of Work for Time and Material Engagement – SOW number SOW0013645 with attached Order Form #ORD0760866-1.
3. Sole Source Justification Form.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

  
Teresa Summers, Director of Purchasing 4/17/2018

COUNTY OF RIVERSIDE  
AMENDMENT NO. 3 TO THE MASTER ORDERING AGREEMENT  
WITH  
SERVICENOW, INC.

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|  |                               |
|--|-------------------------------|
| Original Contract Term:                  | 3/18/2016 through 3/18/2020   |
| Original Contract ID:                    | CON0090302                    |
| Effective Date of Amendment:             | 4/24/2018                     |
| Original Annual Maximum Contract Amount: | \$ 818,244                    |
| Amended Annual Maximum Contract Amount:  | \$ 973,992 through 3/18/2019. |

This AMENDMENT NO. 3 TO THE MASTER ORDERING AGREEMENT with ServiceNow, Inc. (“Third Amendment”), dated as of April 24, 2018, is entered into by and between the County of Riverside (“COUNTY”), a political subdivision of the State of California, and ServiceNow, Inc. (“CONTRACTOR”), a Delaware corporation, sometimes collectively referred to as the “Parties”.

RECITALS

WHEREAS, the COUNTY entered into that certain Master Ordering Agreement between County of Riverside and ServiceNow, Inc., dated March 29, 2016, Contract #CON0090302 (“Agreement”), whereby CONTRACTOR, among other things, authorized COUNTY to access and use Subscription Service (as defined therein) and granted COUNTY to install and execute Software (as defined therein) on County-operated machines solely to facilitate County’s authorized access to and use of the purchased Subscription Service.

WHEREAS, COUNTY and CONTRACTOR desire to amend the Agreement by adding to the Agreement the Exhibit F “Statement of Work for Time and Materials Engagement – ServiceNow SOW number SOW0013645” attached hereto and by this reference incorporated herein, whereby CONTRACTOR shall provide to COUNTY professional services for the implementation of the IT Billing component.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. EXHIBITS. Section 1A, subsection 1A.1 “EXHIBITS LIST” of Agreement is hereby amended by the following:

Exhibit F - Statement of Work for Time and Materials Engagement – ServiceNow SOW number SOW0013645.

2. Section 3. Section 3 of the Agreement is hereby amended by adding the following subsection 3.5:

**3.5. MAXIMUM AGREEMENT AMOUNT.** Notwithstanding anything in this Agreement to the contrary, maximum payments by Customer to ServiceNow shall not exceed nine hundred seventy-three thousand nine hundred ninety-two dollars (\$973,992.00) annually through March 18, 2019, including all expenses. March 19, 2019 through March 18, 2023, maximum payments by Customer to ServiceNow shall not exceed three hundred ninety-seven five hundred twelve dollars (\$397,512.00) annually,

COUNTY OF RIVERSIDE  
AMENDMENT NO. 3 TO THE MASTER ORDERING AGREEMENT  
WITH  
SERVICENOW, INC.

including all expenses. Customer is not responsible for any fees or costs incurred above or beyond the contracted amount.

3. Exhibit F. The Agreement is hereby amended by adding the Exhibit F attached hereto.
4. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this Third Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.
5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Third Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Third Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
6. Effective Date. This Third Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Third Amendment.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By: \_\_\_\_\_  
Chuck Washington, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

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

**ServiceNow, Inc.**, a Delaware corporation

By: \_\_\_\_\_  
Paul Curtis  
Senior Director, Orders to Cash

Dated: 12 APRIL 2018

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Thomas Oh  
Deputy County Counsel

COUNTY OF RIVERSIDE  
AMENDMENT NO. 3 TO THE MASTER ORDERING AGREEMENT  
WITH  
SERVICENOW, INC.

---

EXHIBIT F

ATTACHED

STATEMENT OF WORK FOR TIME AND MATERIALS ENGAGEMENT

EXHIBIT F  
STATEMENT OF WORK FOR TIME AND MATERIALS ENGAGEMENT

|                        |   |
|------------------------|---|
| CUSTOMER NAME          | County of Riverside                                     |
| PROJECT NAME           | Billing Project – Field Service Management & Time Cards |
| SERVICENOW SOW NUMBER: | SOW0013645  |

This Statement of Work including all appendices hereto (“SOW”), effective as of the last signature date noted below (“Effective Date”), is made between ServiceNow, Inc. (“ServiceNow”) and the customer entity set forth above (“Customer”) pursuant to the terms and conditions of the underlying master agreement executed by the parties and effective March 18, 2016 (“Agreement”). The appendices attached hereto, including the Services Terms and Conditions specified in **Appendix A-1**, are incorporated in their entirety by reference and form part of this SOW. In the event of any inconsistency or conflict between the Agreement and this SOW, the terms of this SOW shall control with respect to the services set forth herein (“Services” or “Engagement”). The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs that may be executed between ServiceNow and Customer. Unless otherwise specified, capitalized terms in this SOW shall have the same meanings as set forth in the Agreement.

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## EXECUTIVE SUMMARY

Riverside County IT would like to improve efficiency to the Time & Materials (T&M) tracking and billing processes by leveraging the ServiceNow Field Services Management and Time Tracking functionality. As such, Riverside County IT has requested the ServiceNow professional services team to implement the related functionality.

Riverside County IT has shared their requirements with ServiceNow with respect to this implementation. The requirements will be reviewed and stories will be prepared and updated as a part of the Examine and Plan stages of the ServiceNow Implementation Methodology (“SIM”) detailed in Section 1 “Approach”.

Riverside County IT requesting ServiceNow PS to assist with implementing Field Service Automation and Time Card functionality to meet the below Scope:

For a ticket (incident or request), a user may need to log billable labors and/or materials (T&M) when working a ticket. In the ticket, a customer’s billing information needs to be identified by a department ID, accounting string, or project/grant code. Labor rates are defined by Board Approved Rates every fiscal year. Materials (value and quantity) are defined by what’s available in inventory. In the ticket, any number of entries of T&M may be entered. For labor, the user will identify the rate at which the work is being performed, a description of the work performed, and entry of billable and non-billable hours. For materials, the user will identify the product/item from stock/inventory, enter the quantity, and indicate whether the item is billable or non-billable. Materials can be capital, non-capital, goods, or consumables. Materials can also be a product/item that is not in stock or inventory. Upon successful completion of a ticket, the ticket is marked for Pending Billing. Pending billing will allow a supervisor to review the ticket. Once the supervisor has reviewed the ticket, the supervisor can select one of 3 options: “Approved, Send to Billing”, “Approved, Send to Accounting” or “Approved, Do Not Bill”.

Upon the ticket being approved for billing it will be added to a queue of items that have a status of “pending billing”.

Upon a defined interval (end of the month), ServiceNow will export those tickets Ready for Billing to a comma separated values file (CSV) for processing by the billing system. When the export to CSV is successful, the tickets will change their status to BILLED.

## 1. APPROACH

ServiceNow Adaptive Implementation Framework™ (“SAIF”) is ServiceNow’s best practice and standardized delivery approach, and will be utilized in this Engagement. SAIF is comprised of the following components:

- ServiceNow Implementation Methodology (“SIM”)
- ServiceNow Technology
- ServiceNow Collateral and Assets
- ServiceNow Global Services Expertise

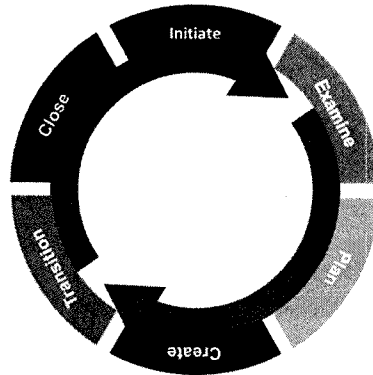
SIM is based on best practices developed by ServiceNow Professional Services over the course of thousands of successful external implementations with other entities. SIM leverages the functionality of the Project Portfolio Management, Agile Development and Test Management applications within the ServiceNow platform.

SIM contains six Stages which are applied adaptively based on the type of engagement and/or the product(s) in scope. The stages are further defined below:

- **Initiate** - Understand the Customer, begin the preparation work, staff the delivery team, kickoff formal Engagement
- **Examine** - Host workshops to understand process and platform needs
- **Plan** - Finalize Engagement timeline, refine configuration requirements (“Stories”)
- **Create** - Run Agile Scrum cycles to realize business objectives and value through rapid configuration and transparent reporting



- **Transition** - Facilitate User Acceptance Testing (“UAT”), training, Customer support readiness, Go-Live and Post Go-Live Support
- **Close** - Conduct formal Engagement closure, feedback of lessons learned and Engagement assessment



The Services set forth in this Engagement will be undertaken by a team of representatives of ServiceNow and Customer (“**Engagement Team**”) and will be managed jointly by a Customer Project Manager and a ServiceNow Engagement Manager. The composition of the Engagement Team will typically change during the various stages of the Engagement, and some members may fill more than one role during the Engagement lifecycle.

Customer acknowledges and agrees that as to any of the SIM Stages provided below: (a) ServiceNow’s obligations relating to each Stage are conditioned and dependent upon Customer’s timely fulfilment of its responsibilities as set forth herein; and (b) Customer’s failure to timely fulfil its responsibilities may result in additional fees and that any resulting delay in the Engagement shall not be attributable to ServiceNow unless Customer’s failure to timely fulfil its responsibilities was attributable to ServiceNow.

The delivery activities involved in this engagement will be managed via a Customer domain used in the ServiceNow hosted Services Portal.

ServiceNow has prepared the estimated fees and timeline set forth in this SOW based on the information Customer has shared with ServiceNow with respect to Customer’s requirements. The estimated fees and timeline may change as ServiceNow and Customer further define Customer’s requirements by working through the SIM deployment stages. Changes to this SOW shall be implemented pursuant to the Change Order process provided in **Appendix A-1**.

Customer acknowledges that they have reviewed the requirements as reflected in this SOW and agrees that the requirements and scope are accurate.

## 2. ENGAGEMENT SUMMARY

### 2.1. INITIATE

The purpose of the **Initiate Stage** is to understand the Customer’s business problem(s), align on goals and expectations, mobilize the ServiceNow delivery team, assist the Customer in mobilizing their internal team, prepare for communication needs, and lay out the initial Engagement timelines.

#### SERVICENOW’S RESPONSIBILITIES:

- Perform Engagement preparation and identify Customer expectations.
- Manage ServiceNow resource assignments based on the timeline expectations and ServiceNow recommended sequencing, including, as appropriate, coordination with sub-contracting partners.

- Lead preparatory remote meetings with the Customer to review the SOW, provide an overview of SAIF and SIM, and discuss Customer activities required and/or recommended to be completed prior to an Engagement kickoff.
- Confirm the agenda for the Engagement kickoff, Communications Workshop, and in-scope requirements, assessment or baseline workshops, as applicable.
- Schedule a periodic Engagement Steering Committee meeting to be facilitated by the ServiceNow Engagement Manager and Customer Project Manager. The agenda will be finalized and agreed upon by the ServiceNow Engagement Manager and Customer Project Manager. Minimum topics will include an executive level project status, risks and issues and a financial summary. The Engagement Steering Committee Meeting attendees will include a ServiceNow Executive Sponsor and Customer resources.
- Conduct Engagement Kickoff meeting and Communications Workshop.
- Review the activities completed during the **Initiate Stage** with the Customer sponsor as part of ongoing Engagement governance.
- Manage onsite schedule in order to control travel time and cost.

**CUSTOMER’S RESPONSIBILITIES:**

- Designate a Project Manager as the primary Engagement contact to coordinate meeting schedules for Customer resources.
- Actively participate in the preparatory remote meetings, including a review of the SOW to support a common understanding of scope and expectations between the Customer and the ServiceNow delivery team.
- Complete the required and/or recommended activities prior to an Engagement kickoff.
- Provide details regarding and access to the Customer location for the duration of the Engagement kickoff and onsite workshops in accordance with the agreed to agenda.
- Actively participate in the Engagement kickoff and workshops.
- Ensure participation of the following resource in the Engagement Steering Committee meetings: project executive(s), project sponsor(s) and key members of the Customer project delivery team.
- Designate a Project Manager to manage onsite schedule in order to control travel time and cost.

**2.2. EXAMINE**

ServiceNow will review the Customer provided requirements to identify and address any gaps between the Customer’s requirements and best practices as well as to gain an understanding of the requirements. The resulting Stories will be documented in the Agile Development application by Customer and reviewed by ServiceNow.

| REQUIREMENTS REVIEW WORKSHOP  | ESTIMATED DURATION | OUTPUT  |
|---|--------------------|---|
| ServiceNow will review the <i>SN Billing Requirements.pdf</i> with the Customer | 2 days             | Documented Stories in Agile Development application |

**SERVICENOW’S RESPONSIBILITIES:**

- Identifies and schedules ServiceNow resources.
- Facilitates the Requirements Review to review and discuss the Customer provided requirement details.
- Assist Customer in understanding the gap between OOTB feature and function versus their current state process.
- Assist Customer in writing and refining of Stories required to support the agreed upon process flow, data and form requirements.
- Capture risks, issues, decisions, actions, and changes into RIDAC application and assigns items accordingly.

**CUSTOMER’S RESPONSIBILITIES:**

- Facilitate scheduling and organization of requirement review meetings as required.
- Actively participate in all Requirement Reviews with process leaders, key stakeholders, Engagement leadership, technical experts, and System Administrators to define and agree on a standard process design.
- Clearly describe required functionality.
- Document Stories in the Agile Development application.
- Confirm Stories and define Story Acceptance Criteria (“Story Criteria”).

**2.3. PLAN**

The purpose of the **Plan Stage** is to take the output from the **Examine Stage** and finalize the Stories and plans for the upcoming release(s). The structure and schedule for the subsequent Stages are setup in the Project Portfolio Management application to support the release goals and timeline, and the Stories collected during the **Examine Stage** are refined and the size estimated. During this time, the ServiceNow Engagement Manager works closely with the Customer’s Project Manager to define the cadence of Agile Scrum meetings and functional demonstrations as well as updating the Engagement Plan and other project collateral to reflect updated details.

**SERVICENOW’S RESPONSIBILITIES:**

- Review, refine and prioritize the Stories documented in the **Examine Stage** with the Customer.
- Assist with release planning and backlog refinement with the Customer in order to prioritize the configuration requirements documented as Stories during the **Examine Stage** into development sprints for the **Create Stage**.
- Add details, estimates, and rank the items in the product backlog.
- Coach the Customer team in the principles of Agile Scrum and how to use the ServiceNow platform to manage the work.
- Review and refine the ServiceNow Project Plan as well as make updates to the Risk, Issue, Decision, Project Tasks and Project Change Requests.

**CUSTOMER’S RESPONSIBILITIES:**

- Release planning with the ServiceNow Engagement Manager to prioritize the configuration requirements documented as Stories during the **Examine Stage** into one or more releases.
- Provide one or more Customer Product/Process Owner(s) and Customer Project Manager who will actively participate in the Agile Scrum process.

**2.4. CREATE**

During the **Create Stage** the iterative configuration of the ServiceNow platform begins in partnership with Customer’s System Administrators and technical resources. During this time, the ServiceNow Engagement Manager works closely with the Customers’ Project Manager to assign work to the technical team through the Agile Development Stories.

**SERVICENOW’S RESPONSIBILITIES:**

- Review and refine the ServiceNow Project Plan as well as make updates to the Risk, Issue, Decision, Project Tasks and Project Change Requests.
- Manage the configuration of Themes, Releases, Epics, and Stories in coordination with the Customer’s Project Manager.
- Configure and unit test Stories assigned.

**CUSTOMER’S RESPONSIBILITIES:**

- Customer’s Product Owner(s) will participate in ongoing story prioritization, provide guidance on required functionality, and demonstrate configured functionality to the Customer’s stakeholders.
- Customer’s Project Manager will work with the ServiceNow Engagement Manager to manage the daily Engagement activities.
- Customer’s System Administrators will work with ServiceNow Technical Consultant to complete assigned stories.
- Customer will be responsible for executing communications based on decisions made by Customer and providing updates to the Engagement Manager during project update meetings.
- Customer will assist with unit testing and validation.

For each application listed below, the following standard application configuration services (“Standard Application Configuration Services”) are available and will be provided as determined during the **Examine Stage** related to one (1) process unless otherwise defined (for example, one (1) Incident Management process):

- Application related fields
- Application related forms and views
- Application related dashboards and homepages
- Application related outbound Email notifications
- Application related roles and access controls
- Application related reports and scheduled reports
- Application related Visual task boards

The details below are components that may be encompassed by this Engagement. The Customer-specific configuration services will be finalized during the **Examine Stage**. These are not guaranteed outcomes and do not constitute acceptance criteria.

Estimated Story hours are technical resource hours required to build the Stories resulting from the **Examine Stage**.

The estimated levels of effort and Estimated Story hours have been calculated based on the assumptions set forth herein, and are estimates only. ServiceNow may shift efforts between applications/scope or phases, provided that such reallocation will not impact the timing or the fees associated with the Engagement. Planned Story hours are an estimate of how long it will take to configure and unit test a story and will be determined during the **Plan Stage**.

| Applications/Scope              | Estimated Story hours |
|---------------------------------|-----------------------|
| Field Services Management (FSM) | 199 hours             |
| Time Cards                      | 80 hours              |

**2.4.1. CUSTOMER SERVICE MANAGEMENT**

| APPLICATIONS AND PLATFORM FEATURES | CONFIGURATION SERVICES   |
|------------------------------------|--|
| FIELD SERVICE AUTOMATION           | <p><b>SERVICENOW RESPONSIBILITIES:</b></p> <ul style="list-style-type: none"> <li>• Standard Application Configuration Services</li> <li>• Configure work order forms and views</li> <li>• Create qualification, dispatch and assignment groups</li> <li>• Activate work management geo-location</li> <li>• Configure management of part requirements and transfer orders</li> <li>• Configure field service notifications</li> <li>• Create field service reports and dashboards</li> </ul> |

| APPLICATIONS AND PLATFORM FEATURES | CONFIGURATION SERVICES   |
|------------------------------------|--|
|                                    | <ul style="list-style-type: none"> <li>• Detailed scope – RCIT requires Field Service Management to extend their capabilities to support multiple County facilities.                             <ul style="list-style-type: none"> <li>○ Allow for automated Task assignments and Dispatch for Technicians to more efficiently support those facilities</li> <li>○ Receive assignments within ServiceNow based on the locations they are supporting on any given day</li> <li>○ Update their Task via mobile devices directly into the Task they were assigned</li> <li>○ Improve SLA's and deliver a higher level of Maintenance support</li> <li>○ Asset information will underpin the FSM by allowing RCIT to ensure they bring the correct Assets per location.</li> <li>○ Ability to transfer Assets in the field if needed</li> <li>○ Allow to track Technicians time to be tracked and reported against each Maintenance activity performed.                                     <ul style="list-style-type: none"> <li>▪ Important requirement is to ensure that the time tracked can be rolled up to invoices on a Monthly basis, however, the ability to look at total time worked per technician, per day, per week according to the agreements made with each Agency and their respective locations.</li> </ul> </li> </ul> </li> </ul> <p><b>CUSTOMER RESPONSIBILITIES:</b></p> <ul style="list-style-type: none"> <li>• Obtain Google Maps Key as described on the ServiceNow Wiki here: <a href="http://wiki.servicenow.com/index.php?title=Google_Maps_Support#Using_Google_Maps">http://wiki.servicenow.com/index.php?title=Google_Maps_Support#Using_Google_Maps</a></li> </ul> |
| <p><b>TIME CARD</b></p>            | <p><b>SERVICENOW RESPONSIBILITIES:</b></p> <ul style="list-style-type: none"> <li>• Enable time card plugin</li> <li>• Configure time card form</li> <li>• Configure time card properties</li> <li>• Configure time card reports and dashboards</li> <li>• The desired Time Card functionality will provide for tracking time for each technician against the Maintenance activities per Task, per Location, per County agency.</li> <li>• The ability to roll-up the hours per Agency and provide a extract of those hours against contracts/agreements for all County facilities being supported by RCIT</li> <li>• In addition, Time Cards can be leveraged for multiple applications on the SN platform, not just for Field Service Management</li> <li>• Part of the requirements for RCIT includes the ability to track time for all services being provided. These specific requirements will be defined during the course of the project.</li> </ul>   |

## 2.5. TRANSITION

During the **Transition Stage**, steps are taken to bring the overall solution into production. The steps include assisting with the execution of UAT, training users and conducting cutover activities from non-production environments to the production environment.

### SERVICENOW'S RESPONSIBILITIES:

- Assist the Customer with their UAT process and go-live planning.
- Provide critical item remediation, (as outlined in **Exhibit A-1 - Defect Severity Classification**) and as agreed to with the Customer in the Stories. Any items which are not part of this SOW and were not initially captured and documented as Stories will be deemed out of scope and subject to a Change Order in accordance with the procedure outlined in **Appendix A-1**.
- ServiceNow will provide remote technical assistance during go-live, including moving updates sets and/or applications into the production environment and up to one (1) week (20 hours) of post live support.

### CUSTOMER'S RESPONSIBILITIES:

- Identify a Testing Coordinator.
- Creation of test plan, test cases and test execution.
- Coordinate UAT.
- Identify a Training Coordinator; coordinate training sessions –fulfiller and end user.
- Provide confirmation that the solution is ready to move into a production environment and deemed ready for go-live.
- Manage the Customer's change management process.
- Ensure all required resources are available and will participate in the go-live planning activities.

## 2.6. CLOSE

The purpose of the **Close Stage** is to review the overall Engagement with the Customer and close the current Engagement. This stage also includes closure activities to review the success, any challenges, and collect feedback to improve the performance of future releases and the delivery process.

### SERVICENOW'S RESPONSIBILITIES:

- Conduct an Engagement Closeout Meeting with the Customer Sponsor to review the Engagement activities, objectives reached, and recommended next steps.
- If a temporary Engagement Instance was used to manage the delivery activities, within 45 days after the Closeout Meeting, export Customer data records in the temporary Engagement Instance to Microsoft Excel or Comma-Separated Value (CSV) files and deliver to Customer; retire the Engagement Instance.
- Close Engagement records to initiate a Customer Satisfaction survey.

### CUSTOMER'S RESPONSIBILITIES:

- Actively participate in the Closeout Meeting.
- Provide feedback to ServiceNow on the overall Engagement, including by completing the online Customer Satisfaction survey requests.

## 3. FULFILLER TRAINING

Fulfiller Training content will be developed and tailored for Customer's purchased use of ServiceNow Applications as described in **Exhibit A-2 - Fulfiller Training**. The scope for the applications(s) included and content delivery is summarized below.

| Fulfiller Training Applications in Scope | Content Delivery |                   |                                    |                                       | Optional                         |                 |                |                                 |
|--|------------------|-------------------|------------------------------------|---------------------------------------|----------------------------------|-----------------|----------------|---------------------------------|
|  | Content Creation | Train the Trainer | Instructor Lead Training (Virtual) | Instructor Led User Training (onsite) | Quick Reference Guide (~5 pages) | Clean Recording | Scripted Video | Quick Reference Card (~2 pages) |
| Field Services Management                | X                | X                 |                                    |                                       |                                  |                 |                |                                 |
| Time Cards                               | X                | X                 |                                    |                                       |                                  |                 |                |                                 |

4. ENGAGEMENT ASSUMPTIONS

Customer acknowledges and agrees that the success of the Engagement and the provision of Services and deliverables are fully dependent upon Customer’s timely participation and cooperation. The following assumptions are based on information provided by Customer to ServiceNow relating to the Engagement scope and Customer’s current business processes as of the Effective Date of this SOW. These assumptions have been used to compute the estimated level of effort and cost. Deviations from these assumptions are expected to lead to commensurate changes in the timeline and fees, such changes to be set forth in a Change Order in accordance with the procedure outlined in **Appendix A-1**.

GENERAL

- Customer is responsible for providing the complete and correct definition and documentation of the business processes within scope for this Engagement and implementing all business process changes required to support the Engagement.
- If Customer purchases additional instances, ServiceNow will deliver instances as specified in the Order Form based on the current released version of the ServiceNow platform available at the date of the Order Form.
- During the Engagement, ServiceNow may apply updates containing fixes to relevant bugs. Additional updates and version upgrades are the responsibility of Customer after the Engagement is complete.
- Customer will grant ServiceNow resources remote access to Customer’s instances for the purposes of providing the Services.
- Customer will provide appropriate work areas, including Internet access, for ServiceNow consultants when they are onsite.
- Customer will provide the required resources and ensure active participation. This will include, without limitation, an executive decision-maker, product / process owner(s), project leadership and management, subject matter experts and technical resources. Customer will provide up to two (2) fully trained System Administrators.

DATA AND INTEGRATIONS

- ServiceNow will not convert historical data (Incident, Problem, Change, Request) from other systems (i.e. legacy systems).
- Customer will supply all core data (locations, department, user data, chart of accounts, CI) to be imported in a supported format (CSV, CSV (tab), Excel, XML). ServiceNow will not be responsible for data modification, cleansing or alteration before, during or after importing data.
- There are no integrations in scope.

5. RESOURCE STAFFING

ServiceNow may replace or re-assign its personnel during the Engagement upon notification to Customer. ServiceNow does not guarantee that certain designated ServiceNow personnel will be assigned to Customer’s

account. ServiceNow may at any time subcontract any or all of its obligations hereunder to any third party or agent. ServiceNow is solely responsible for the acts or omissions of subcontractors. In addition, ServiceNow is solely responsible for the payment of any compensation due or allegedly due to subcontractors, and subcontractors may not seek payment (either directly or indirectly) from Customer.

**5.1. CUSTOMER RESOURCES**

| CUSTOMER RESOURCE              | RESPONSIBILITIES  |
|--------------------------------|---|
| <b>Executive Sponsor</b>       | The Executive Sponsor is responsible for setting and communicating the vision of the ServiceNow Engagement within the rest of the enterprise. The Executive Sponsor also participates in engagement governance and removes roadblocks to a successful implementation.   |
| <b>Platform Owner</b>          | The Platform Owner is a senior leader who is responsible for the overall accountability of the ServiceNow platform. The Platform Owner provides leadership and oversight to the Platform Administrators, ensures team alignment to business strategy and the ServiceNow roadmap, and is actively involved in the overarching governance of the platform.  |
| <b>Platform Architect</b>      | The Platform Architect is a technical leader who is responsible for providing consultative leadership to the Platform Owner and Platform Administrators. The Platform Architect assures platform alignment to business strategy, and governance decisions. The Architect documents the platform, analyzes impacts of new requirements, and provides controls to ensure the correct technical solutions are leveraged in the delivery of business solutions.           |
| <b>Project Manager</b>         | The Project Manager is responsible for tracking and communicating project status, serving as an escalation point to resolve obstacles, and working to deliver project work on schedule and budget. The Project Manager works closely with the ServiceNow Engagement Manager and in coordination with all other involved resources to plan, manage, and deliver ServiceNow releases.   |
| <b>System Administrator(s)</b> | The System Administrator is responsible for maintaining the stability and usability of the ServiceNow platform by performing application maintenance, managing support for incidents related to ServiceNow applications, and contributing to ServiceNow software releases by delivering configuration tasks and features. The ServiceNow System Administrator has sound technical ability that enables the fulfillment of common configuration and maintenance tasks. |
| <b>Technical Resource(s)</b>   | The Technical Resources are responsible for assisting with the development of the ServiceNow application and integrations. The Technical Resources should also possess ITIL and JavaScript expertise as well as web services and xml experience as applicable, to support the scope of the Engagement.  |
| <b>Process Owner(s)</b>        | The Process Owners are responsible for the correct and complete definition of each of the processes implemented within the ServiceNow platform.   |
| <b>Business Analyst</b>        | The Business Analyst is responsible for working with key project stakeholders to capture business and user requirements as Stories. The Business Analyst also works with the Platform Administrators to ensure Stories are understood, developed, tested, and delivered to specification.   |
| <b>Product Owner(s)</b>        | The Product Owners are responsible for ensuring that the Product Backlog is defined with Stories, visible, transparent, and clear to all, and shows what the Engagement Team will work on next. The Product Owner will also demonstrate the configured functionality to the Customer’s stakeholders at the end of each Sprint.  |
| <b>Testing Coordinator</b>     | Coordinates Customer Testing activities, including Test Plan, Test Cases and Test Execution   |



| CUSTOMER RESOURCE                 | RESPONSIBILITIES  |
|-----------------------------------|---|
| <b>Quality Assurance Engineer</b> | The Quality Assurance Engineer is responsible for validating the application functionality configured or customized by Platform Administrators and ServiceNow technical specialists. This individual possesses knowledge of the ServiceNow platform and applications, how they are used internally, and is able to interpret and validate technical specifications. The Quality Assurance Engineer is an uncompromising quality engineer that brings a detail-oriented nature and the ability to think from the users' perspective. |
| <b>Communication Lead</b>         | The Communication Lead is responsible for all decisions and execution of internal communications to stakeholders (users, clients) related to the go-live of ServiceNow project. The Communication Lead delivers internal information according to a communications plan to prepare the organization for the ServiceNow platform and functionality.  |
| <b>Trainer</b>                    | The Trainer is responsible for creating material and delivering training that ensures effective and efficient use of ServiceNow platform. The Trainer works with the Product Owner and Platform Administrators to understand application functionality, and create and deliver learning programs in established corporate formats.  |

**5.2. SERVICE NOW RESOURCES**

| SERVICE NOW RESOURCE               | RESPONSIBILITIES  |
|------------------------------------|---|
| <b>Business Process Consultant</b> | Facilitate the definition and alignment of current processes toward improvement and recommended ServiceNow best practices together with Customer process owners, key Customer sponsors and stakeholders. Advise the Product Owner(s) throughout the Engagement in Story creation and refinement, ranking, adherence to the desired process outcomes, and future roadmap plans.  |
| <b>Engagement Manager</b>          | Responsible for the successful delivery of ServiceNow Professional Services Engagements, resource and financial management during the course of the Engagement. Provide Engagement expertise, ensure adherence to the SOW, identify and allocate appropriate resources from ServiceNow, document and communicate status, at a minimum, weekly, and act as the single point of contact during the Engagement. The Engagement Manager performs the function of the Scrum Master to facilitate configuration of the ServiceNow platform through iterative Sprints of work, and coaches the Customer Project Manager to assume this role throughout the Engagement. |
| <b>Solution Architect</b>          | Define and communicate, at an architectural and design level of detail, technical solutions aligned with client's business problems and systems architecture. Design and communicate a Technical Architecture Blueprint based on Capability and Process Implementation Roadmaps aligning to desired Business outcomes. Provide direction on keeping customer engagements aligned to ServiceNow Implementation Best Practices and give hands-on assistance with the detailed design and implementation phases of engagements through recommendations, points of view and documentation.  |
| <b>Technical Consultant</b>        | Provide technical guidance during workshops and assists in the creation and refinement of stories. Configures the ServiceNow platform during sprints while sharing knowledge and best practices with Platform Administrators.   |
| <b>Training Consultant</b>         | Develop the training material content for the ServiceNow applications purchased, and deliver the purchased training sessions.   |

**6. ENGAGEMENT FEES**

Based on the scope, conditions and assumptions set forth herein, the Services exclusive of those described in an Exhibit attached hereto shall be performed on a time and materials basis and invoiced monthly following the provision of Services. Unless stated otherwise on the Order Form, all services listed as packaged services on the

Order Form #ORD0760866-1, attached hereto as “Attachment 1”, are fixed price and fixed scope, and subject to the payment terms on the order form. ServiceNow shall have no obligation to provide the Services once the purchased time is consumed unless both parties agree otherwise in a mutually acceptable Change Order. ServiceNow does not guarantee a certain outcome, and no acceptance shall apply to the Services or any accompanying deliverable provided under this SOW.

### 6.1. RATE TABLE

The applicable billing rate for the ServiceNow personnel or consultant shall be at the rates set forth in the table below. The effort distribution may vary during the Engagement, and ServiceNow may deviate from the time allotted to the roles identified hereunder, provided that such deviation does not result in a material change in timeline or fees.

| Consultant Role                 | Estimated Effort (hours) | Rate (per hour) | Discount Rate (per hour) | Sales Price Subtotal | Currency |
|---------------------------------|--------------------------|-----------------|--------------------------|----------------------|----------|
| Sr. Engagement Manager          | 167                      | 300.00          | 211.50                   | 35,320.50            | USD      |
| Sr. Business Process Consultant | 69                       | 250.00          | 211.50                   | 14,593.50            | USD      |
| Solution Architect              | 16                       | 290.00          | 255.00                   | 4,080.00             | USD      |
| Tech Consultant                 | 245                      | 230.00          | 211.50                   | 51,817.50            | USD      |
| Sr. Tech Consultant             | 151                      | 280.00          | 211.50                   | 31,936.50            | USD      |

| Total Hours | List Price (USD) | Sales Price (USD) | Currency |
|-------------|------------------|-------------------|----------|
| 648         | 170,620.00       | 137,748.00        | USD      |

| Training Packages                              | Cost            | QTY      | Total            | Currency |
|--|-----------------|----------|------------------|----------|
| Content Creation                               | 8000.00         | 2        | 16,000.00        | USD      |
| Train the Trainer (Field Services & Timecards) | 2000.00         | 1        | 2,000.00         | USD      |
| <b>Total</b>                                   | <b>10000.00</b> | <b>3</b> | <b>18,000.00</b> | USD      |

| Summary             | Sales Price       | Currency |
|---------------------|-------------------|----------|
| T&M SOW             | 137,748.00        | USD      |
| Training            | 18,000.00         | USD      |
| <b>Summary Cost</b> | <b>155,748.00</b> |          |

### 7. PERIOD OF PERFORMANCE

Based on current knowledge of Customer’s requirements and the assumptions provided herein, ServiceNow estimates the following:

- ServiceNow will use commercially reasonable efforts to confirm the mobilization plan and composition of the Engagement team with Customer within four (4) weeks from the Effective Date.
- The Engagement is estimated to take approximately ten (10) weeks to complete including one (1) week (20 hours) of remote post-production support.

The Engagement shall commence on Week 1 with the **Initiate Stage**, where week 1 is generally four (4) weeks following the Effective Date of this SOW.

Except as otherwise specified, ServiceNow will provide the Services remotely. Unless otherwise specified herein, ServiceNow is not assigning a full-time resource to Customer’s Engagement. ServiceNow may engage its own ServiceNow Professional Services employees from its Global Services (“GS”) resources in completion of this Engagement. GS personnel shall not have access to Customer Data except upon Customer’s express grant of

access in each occurrence. If the Engagement requires onsite Services, all reasonable travel, meals, and living expenses for all ServiceNow personnel who travel in support of the Engagement shall be billable at cost and all such expenses shall be borne solely by Customer. Customer shall pay all amounts under this SOW within thirty (30) days after date of invoice unless stated otherwise in the applicable Order Form. Customer is responsible for all applicable taxes, except for taxes due on the net income of ServiceNow.

A normal business day is any eight (8) hour period between the hours of 8 a.m. and 6 p.m., Monday through Friday local time, excluding Public Holidays.


Customer acknowledges and agrees that: (a) ServiceNow’s obligations relating to Engagement are conditioned and dependent upon Customer’s timely fulfillment of its responsibilities as set forth in this SOW; and (b) Customer’s failure to timely fulfill its responsibilities may result in additional fees and that any resulting delay in the Engagement or timelines shall not be attributable to ServiceNow unless Customer’s failure to timely fulfill its responsibilities was attributable to ServiceNow. Any changes will be set forth in a Change Order in accordance with the procedure outlined in **Appendix A-1**.

**8. EFFECTIVE PERIOD OF THIS SOW**

The pricing in this SOW is valid only if the Services start within ninety (90) days after the Effective Date of the SOW or before the pricing expiration date stated in the applicable ordering document signed by ServiceNow, whichever is later (“Engagement **Start Date**”).

**9. AUTHORIZATION AND ACCEPTANCE**

Upon signature of an applicable Order Form and this SOW, Customer is hereby purchasing the Professional Services described herein.

|  |   |
|--|---|
| <b>County of Riverside</b>               | <b>ServiceNow, Inc.</b>   |
| Signature:                               | Signature:  |
| Name:<br>Chuck Washington                | <b>Name:</b><br>Paul Curtis   |
| Title:<br>Chairman, Board of Supervisors | Title:<br>Senior Director Orders to Cash  |
| Date:                                    | Date: 12 APRIL 2018   |


**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

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

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By:   
Thomas Oh, Deputy County Counsel

## APPENDIX A-1 – SERVICES TERMS AND CONDITIONS

## 1. CHANGE REQUEST PROCESS/CHANGE ORDERS

Either party may initiate a written request to change the existing tasks, timeline or fees associated with the Engagement or any Phase thereof (each, a “Change Request”) because of a change in scope, assumptions, capability, or other new or revised information. Any Change Request signed by both parties shall be effective as of the date set forth therein (each, a “Change Order”).

Instances in which a Change Order shall be required include: (1) Customer’s requests for out of scope Services; (2) discovery of new information that requires an increase in the scope of Services; (3) failure of any of the conditions or assumptions set forth in this SOW; (4) Customer’s failure to fulfill any of its responsibilities if such failure delays the Services or requires ServiceNow to incur additional time or costs in performing Services.

If the parties do not agree on a Change Order, the Engagement shall proceed as originally set forth in this SOW. If, however, the existing Engagement or any specific Services cannot proceed without an executed Change Order, ServiceNow may suspend Services until the Change Order is executed. If a Change Order is not executed within a commercially reasonable timeframe from such suspension, either party may, upon written notice, terminate this SOW, and: (a) Customer shall pay ServiceNow for all Services performed and deliverables provided prior to termination; (b) ServiceNow shall provide Customer with any deliverables completed prior to termination; and (c) ServiceNow shall not be obligated to refund any prepaid fees under the terminated SOW. In no event will ServiceNow be responsible for any additional Services or deliverables after such termination.

## 2. SCHEDULING POLICY

For scheduled Services that are canceled or rescheduled by Customer with fewer than ten (10) business days’ prior written notice, Customer shall be charged and pay for (a) any travel expenses that cannot be canceled or refunded, and (b) the time for which ServiceNow is unable to reassign the personnel to another project for the cancelled/rescheduled Services. For the purposes of this Section, an email to the ServiceNow Project Manager will be considered sufficient written notice. ServiceNow shall not be responsible for delays due to the lack of access, facilities, cooperation or information requested by ServiceNow or changes to the approach or Services described in this SOW.

## 3. GENERAL

ServiceNow is in the business of providing service management applications and other applications on the ServiceNow platform and consulting services drawing upon the knowledge, understanding and expertise ServiceNow has gained in the course of working with many other Customers. Nothing in this SOW shall assign rights in or limit ServiceNow’s use of any know-how or knowledge pertaining to the ServiceNow intellectual property rights or technology. ServiceNow shall have a fully-paid, royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to use any suggestions, enhancements, recommendations or other feedback provided by Customer and its users relating to the ServiceNow product or services; provided, however, ServiceNow shall comply with the following terms and conditions:

- ServiceNow shall not make other improper use of privileged or confidential information which is acquired in connection with this SOW. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; Customer information or data which is not subject to public disclosure; Customer operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- ServiceNow shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this SOW, except for general statistical information not identifying any person. ServiceNow shall not use such information for any purpose other than carrying out ServiceNow’s obligations under this SOW. ServiceNow shall promptly transmit to the

Customer all third party requests for disclosure of such information. ServiceNow shall not disclose, except as otherwise specifically permitted by this SOW or authorized in advance in writing by the Customer, any such information to anyone other than the Customer. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

EXHIBIT A-1 - DEFECT SEVERITY CLASSIFICATION

All defects identified and remediated during unit testing, system/functional testing, user acceptance testing, and post go-live are considered billable to the Customer.

| Defect Severity Classification | Defect Severity Level Definition   |
|--------------------------------|--|
| <b>1-Critical</b>              | <ol style="list-style-type: none"> <li>1. System is unusable.</li> <li>2. An entire major system or major interface will not work.</li> <li>3. No immediate workaround can be identified and no bypass is available such that testing can continue.</li> <li>4. The system or interface:                             <ol style="list-style-type: none"> <li>a. Generates corrupt data, such that major interface or system functionality cannot be used or tested.</li> <li>b. Prevents deployment into the Customer environment (examples: corrupt build and/or build scripts, inability to perform data refresh, missing code, unable to execute cycles).</li> <li>c. Is unable to execute batch cycles.</li> <li>d. Renders a major system or sub-system unusable or untestable.</li> </ol> </li> </ol>   |
| <b>2-High</b>                  | <ol style="list-style-type: none"> <li>1. A major function or process is significantly impacted; or the System is usable, but severely restricted; or the defect causes a critical or high severity defect in a downstream system, or prevents other test conditions from being executed.</li> <li>2. A required function is missing or substantially broken and any reasonable workaround that may exist would create an unacceptable negative impact to the related benefit stream.</li> <li>3. Usability or performance of the system is so impaired that the result is a material degradation of customer service.</li> <li>4. Material negative effect due to missing or inaccurate data impacting usability or testability of dependent systems or sub-systems</li> <li>5. A system prevents us from meeting a material Financial, Legal, or Compliance Control defined in the Business Requirements (some examples are: Tax laws, State and Federal Regulations, Financial Reconciliation, etc.)</li> </ol> |
| <b>3-Medium</b>                | <ol style="list-style-type: none"> <li>1. Usability is impaired, resulting in a workaround, but such workaround can be reasonably implemented through mutually agreed means and the workaround is approved by Customer.</li> <li>2. Usability or performance of the system is impaired, but this does not materially impact customer service or critical operational / IT service levels.</li> </ol>   |
| <b>4-Low</b>                   | <ol style="list-style-type: none"> <li>1. Defects not materially impacting customer service or critical operational /IT performance metrics; for example: cosmetic issues (menus are misplaced, field labels missing), minor usability or performance impairments, rounding errors within established tolerances.</li> <li>2. The Defect’s impact can be categorized as follows:                             <ol style="list-style-type: none"> <li>a. Non-material, non-critical functional or performance issue</li> <li>b. Non-material, non-time-sensitive issues that impact ongoing production.</li> </ol> </li> <li>3. Relatively straightforward workarounds can be reasonably implemented through mutually agreed means.</li> <li>4. No or minor impact on Customer business operations.</li> <li>5. No or minor impact on the Standard Operating Procedures followed by Customer.</li> </ol>   |

## EXHIBIT A-2- FULFILLER TRAINING

### Overview

ServiceNow Fulfiller Training provides process users with training on how to use the ServiceNow Applications as configured in a customer's production instance. Fulfiller Training services include:

- **Training Content Development** – content will be tailored specifically to the Customer's purchased ServiceNow Applications.
- **Training Content Delivery** – training can be delivered to a Customer's designated Fulfillers through a variety of delivery formats including in-person, virtual, and train-the-trainer.

### Content Development

Fulfiller Training content will be developed and tailored for the Customer's purchased use of ServiceNow Applications. The content for each class is described below:

| ServiceNow Applications  | Description of Fulfiller Training Content  |
|--------------------------|--|
| Field Service Management | Users will learn how to create and manage work orders, dispatch work order tasks, resolve and close work orders. |
| Time Cards               | Users will learn how to create, assess, approve, time cards.   |

### Content Delivery

Training Content will be delivered as described below for virtual or in-person (onsite) formats:

| Delivery Method              |   | Maximum Attendees Per Session |      |
|------------------------------|---|-------------------------------|------|
|                              |   |                               | Type |
| Train-the-Trainer            | Delivery to customer designated trainers who will deliver the training to the customer's Fulfiller community. Available in one or multiple sessions as noted in the class offering. | 10                            | 10   |
| Instructor Led User Training | ServiceNow delivers Fulfiller training in one or multiple sessions as noted in the class offering.  | 25                            | 25   |

### Deliverables

Fulfiller Training provides the following deliverables applicable to the training purchased:

| Deliverable                  | Description   |
|------------------------------|---|
| Training Scoping Session     | ServiceNow will conduct a 60-90-minute training scoping session for the process supported by each ServiceNow Application in order to better understand the customer's process and how it can be translated into training materials. Sessions should be scheduled at least 4-6 weeks prior to the implementation date of the ServiceNow Application at a mutually agreeable time and date. |
| Training Content Development | ServiceNow will produce training content for the Fulfiller training consisting of a PowerPoint slide deck with notes for each ServiceNow Application for which training is ordered. The training content includes screenshots of the customer's instance as needed to provide examples.   |

|                                  |  |
|----------------------------------|--|
| <b>Training Content Delivery</b> | ServiceNow will deliver the training content in the purchased format(s) in ServiceNow templates (no exceptions). Delivery of each ServiceNow Application ordered lasts approximately 60-90 minutes in duration. Options include in-person (onsite), virtual, and train-the-trainer sessions. Up to 3 sessions may be scheduled per business day. |
| <b>Quick Reference Guide</b>     | Optional reference document, per module, of no more than five pages covering key steps and tips and tricks.  |
| <b>Clean Recording</b>           | Optional one-hour (approximately) recording of the presentation and demo for a module as presented during the live training  |
| <b>Scripted Video</b>            | Optional scripted and recorded demo of the ESS portal available at point of need for all end users.  |
| <b>Quick Reference Card</b>      | Optional two-page reference covering the following topics: <ul style="list-style-type: none"> <li>· Navigating the Portal</li> <li>· Making a request</li> <li>· Checking status</li> <li>· Approving a request</li> </ul>   |

### ServiceNow Provided Resources

ServiceNow will provide the following resources for each Fulfiller Training course purchased:

| ServiceNow Resources               | Responsibilities   |
|------------------------------------|--|
| <b>Training Consultant</b>         | Develop the training material content for the ServiceNow Applications purchased and deliver the purchased training sessions. |
| <b>Training Engagement Manager</b> | Facilitate the planning and timing of the Training Scoping Session and the scheduling of the Fulfiller training class.       |

### Customer Required Provided Resources

The Customer’s participation in the Training Scoping Session is essential to create training materials that are aligned with the Customer’s processes. The Customer will provide the following appropriate resources and ensure active participation to enable a successful training: an executive decision maker, a project manager, a subject matter expert, a process owner and a technical resource.

### Requirements

- The Customer is responsible for the definition and documentation of the business processes within the scope for this training.
- The Customer is responsible for coordinating training delivery logistics, including, but not limited to, creating the training schedule, communicating training dates to their attendees in a timely manner, and securing training rooms.
- The training content may not be modified one (1) week prior to the scheduled start date of the course.

### Training Services Terms and Conditions

#### Location and Schedule

The location and schedule for the publicly available classes are set forth on the Training and Certification Website. The location and start date (“Start Date”) for the onsite training classes will be coordinated between ServiceNow and Customer.

For onsite classes that are held at Customer’s location, Customer shall provide ServiceNow a training room with a projector and an adequate Internet connection (including a hard line connection if WiFi is not adequate) and other requirements or capabilities requested by ServiceNow that are necessary for the training. For virtual classes,



**Training Services Terms and Conditions**

ServiceNow can provide a virtual classroom for use. It is the Customer's responsibility to ensure that all of their attendees have adequate Internet connection and compatible equipment.

Training delivery sessions are scheduled based on availability of Customer attendees and ServiceNow training consultants. The training delivery pricing is based on a daily rate regardless of how many sessions are delivered. Customer shall purchase in increments of one (1) day.

ServiceNow needs at least five (5) weeks prior to the Start Date to develop the material for one Fulfiller training class and one additional week for each additional Fulfiller training class purchased.

**Cancellation and Rescheduling Policy***Customer Cancellation and Rescheduling*

Customer will forfeit 50% of training fees which may include registration fees, class fees, or similar, and travel and expense fees ("Training Fees") when cancellation is received in writing fewer than 14 days prior to the Start Date; or forfeit 100% of Training Fees if cancellation is received fewer than 7 days prior to the Start Date. The foregoing cancellation policy does not apply to on-demand classes. Class fees are non-refundable for rescheduled requests.

*ServiceNow Cancellation*

ServiceNow reserves the right to cancel the class at any time more than 14 days prior to the Start Date ("Cancellation"). All registered attendees will be notified by the phone or email record on file with ServiceNow. ServiceNow does not accept any responsibility for damages and/or expenses incurred by Customer as a result of the Cancellation. In the event of a Cancellation, upon request, Customer shall be entitled to register for another substitute class to the extent that it is made available.

**Terms and Conditions**

Customer agrees to pay the total fee amount on the related Order Form. ServiceNow will provide the purchased service: (i) if Customer is purchasing directly from ServiceNow, on the terms and conditions in the Order Form and the underlying Master Ordering Agreement (No. CON0090302) executed by the parties and effective March 18, 2016 ("Agreement"). In the event of any inconsistency or conflict between the Agreement or the Subscription Service Agreement and this Service Description, the terms of this Service Description shall control with respect to the purchased service set forth herein.

ALL ORDERS ARE NON-CANCELLABLE, NON-REFUNDABLE, CANNOT BE USED FOR SERVICES OTHER THAN FOR THOSE PURCHASED UNLESS OTHERWISE SPECIFIED, AND NOT SUBJECT TO ACCEPTANCE. ALL SERVICES WHEN ORDERED MUST BE CONSUMED WITHIN 12 MONTHS FROM THE ORDER FORM EFFECTIVE DATE UNLESS OTHERWISE SPECIFIED. SERVICES ARE NOT INCLUDED IN THIS OFFERING UNLESS SPECIFICALLY IDENTIFIED AS INCLUDED IN THIS DOCUMENT. ANY UNUSED SERVICES SHALL EXPIRE WITH NO FURTHER CREDIT OR REFUND AND SHALL HAVE NO VALUE THEREAFTER.

# Attachment 1 Order Form



ServiceNow, Inc.  
2225 Lawson Lane  
Santa Clara, CA 95054

| Order Number |
|--------------|
| ORD0760866-1 |

**Pricing Expiration: 30 Apr  
2018**

|                  |                           |
|------------------|---------------------------|
| SNC Account Exec | Chris Garn                |
| Phone            | +16692622051              |
| E-mail           | chris.garn@servicenow.com |

| Customer Invoice Address | Customer Ship To Address |
|--------------------------|--------------------------|
|--------------------------|--------------------------|

|  |   |
|--|---|
| <p>Company Name County of Riverside<br/>Address 3450 14th St<br/>Suite<br/>City Riverside<br/>State/Province CA - California<br/>Zip/Postal Code 92501-3862<br/>Country United States<br/>Website <a href="http://www.countyofriverside.us/">http://www.countyofriverside.us/</a><br/>AP Contact Name<br/>Title<br/>Phone<br/>E-mail<br/>Account # : ACCT0039440</p> | <p>Company Name County of Riverside<br/>Address 3450 14th St<br/>Suite<br/>City Riverside<br/>State/Province CA - California<br/>Zip/Postal Code 92501-3862<br/>Country United States<br/>Website <a href="http://www.countyofriverside.us/">http://www.countyofriverside.us/</a><br/>Business Contact<br/>Title<br/>Phone<br/>E-mail</p> |
|--|---|

|   |  |
|---|--|
| <p>Reference Statement of Work #(s) SOW0013645<br/>Currency USD</p> | <p>PO #<br/>Tax exempt? No<br/>Payment Terms Net due in 30 days<br/>SN Tracking # CON0094777</p> |
|---|--|

| Education, Knowledge and Other   | Units | Net Price<br>(Per Unit) | Total Price  |
|--|-------|-------------------------|--------------|
| ServiceNow® Fulfiller Training (1 day) - On-Site Class (Train-the-trainer, up to 10 attendees) | 1     | \$ 2,000.00             | \$ 2,000.00  |
| ServiceNow® Fulfiller Training - Tailored - Fixed Fee  | 1     | \$ 16,000.00            | \$ 16,000.00 |

| Professional Services                       | Units of Measure | Quantity | Net Price        | Total Price   |
|---|------------------|----------|------------------|---------------|
| ServiceNow® Implementation - Tailored - T&M | Hours            | 648      | Varied - See SOW | \$ 137,748.00 |

**Education, Knowledge and Professional Services Subtotal \$ 155,748.00**  
**Pre-tax Total \$ 155,748.00**  
 Estimated Taxes TBD  
**Estimated Grand Total \$ 155,748.00**

| Invoice Schedule                 | Invoice Date       | Amount        | Est Taxes | Grand Total   |
|----------------------------------|--------------------|---------------|-----------|---------------|
| Education Fee                    | Upon Signature     | \$ 18,000.00  | TBD       | \$ 18,000.00  |
| Services - Based on Hours Worked | Monthly In Arrears | \$ 137,748.00 | TBD       | \$ 137,748.00 |
|                                  |                    | \$ 155,748.00 | TBD       | \$ 155,748.00 |

**Terms and Conditions**

ENTIRE AGREEMENT. This order is on terms contained in Master Agreement #CON0090302, as supplemented by this Order Form.

**Payment Terms**

If Customer issues a purchase order, any additional or conflicting terms appearing in a purchase order shall not amend the Order Form or the Agreement. Upon request, ServiceNow shall reference the purchase order number on its invoices (solely for administrative convenience) so long as Customer provides the purchase order at least fifteen (15) business days prior to the date of the invoice.

Please submit a PO for the amount set forth above to [accountsreceivable@servicenow.com](mailto:accountsreceivable@servicenow.com) or fax to 877-824-0673 or ServiceNow, Inc., Attention: Accounts Receivable, 4810 Eastgate Mall, San Diego, CA 92121

PREPAID FEES FOR PROFESSIONAL SERVICES, EDUCATIONAL 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.

PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND NON-REFUNDABLE. Payments are due as per the invoice schedule.

Prices are stated exclusive of taxes, duties and similar assessments on Customer's use, which Customer agrees to pay, excluding taxes on ServiceNow's net income. Taxes shall not be deducted from the payments to ServiceNow, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, ServiceNow receives and retains (free from any tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

When applicable, Customer must provide its VAT or GST identification number(s) on this Order Form for (i) the country where Customer has established its business and/or (ii) any other country where Customer has a fixed establishment. Customer shall use the ordered Subscription Service and Professional Services for Customer's business use in the foregoing location(s).

**Education, Knowledge and Other**


Terms for Education Services offerings are set forth on [www.servicenow.com/schedules.html](http://www.servicenow.com/schedules.html)

ACKNOWLEDGED AND AGREED:

End Customer: County of Riverside


ServiceNow, Inc.

|            |                                |
|------------|--------------------------------|
| Signature: |                                |
| Name:      | CHUCK WASHINGTON               |
| Title:     | CHAIRMAN, BOARD OF SUPERVISORS |
| Date:      |                                |

|            |   |
|------------|---|
| Signature: |  |
| Name:      | PAUL CURTIS   |
| Title:     | END OR ORDER TO CASH  |
| Date:      | 12 APRIL 2018   |

|            |  |
|------------|--|
| Signature: |  |
| Name:      |  |
| Title:     |  |
| Date:      |  |

|            |  |
|------------|--|
| Signature: |  |
| Name:      |  |
| Title:     |  |
| Date:      |  |

FORM APPROVED COUNTY COUNSEL  
BY:  4/17/18  
THOMAS OH DATE

COUNTY OF RIVERSIDE  
AMENDMENT NO. 3 TO THE MASTER ORDERING AGREEMENT  
WITH  
SERVICENOW, INC.

---

|  |                               |
|--|-------------------------------|
| Original Contract Term:                  | 3/18/2016 through 3/18/2020   |
| Original Contract ID:                    | CON0090302                    |
| Effective Date of Amendment:             | 4/24/2018                     |
| Original Annual Maximum Contract Amount: | \$ 818,244                    |
| Amended Annual Maximum Contract Amount:  | \$ 973,992 through 3/18/2019. |

This AMENDMENT NO. 3 TO THE MASTER ORDERING AGREEMENT with ServiceNow, Inc. (“Third Amendment”), dated as of April 24, 2018, is entered into by and between the County of Riverside (“COUNTY”), a political subdivision of the State of California, and ServiceNow, Inc. (“CONTRACTOR”), a Delaware corporation, sometimes collectively referred to as the “Parties”.

RECITALS

WHEREAS, the COUNTY entered into that certain Master Ordering Agreement between County of Riverside and ServiceNow, Inc., dated March 29, 2016, Contract #CON0090302 (“Agreement”), whereby CONTRACTOR, among other things, authorized COUNTY to access and use Subscription Service (as defined therein) and granted COUNTY to install and execute Software (as defined therein) on County-operated machines solely to facilitate County’s authorized access to and use of the purchased Subscription Service.

WHEREAS, COUNTY and CONTRACTOR desire to amend the Agreement by adding to the Agreement the Exhibit F “Statement of Work for Time and Materials Engagement – ServiceNow SOW number SOW0013645” attached hereto and by this reference incorporated herein, whereby CONTRACTOR shall provide to COUNTY professional services for the implementation of the IT Billing component.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. EXHIBITS. Section 1A, subsection 1A.1 “EXHIBITS LIST” of Agreement is hereby amended by the following:

Exhibit F - Statement of Work for Time and Materials Engagement – ServiceNow SOW number SOW0013645.

2. Section 3. Section 3 of the Agreement is hereby amended by adding the following subsection 3.5:

**3.5. MAXIMUM AGREEMENT AMOUNT.** Notwithstanding anything in this Agreement to the contrary, maximum payments by Customer to ServiceNow shall not exceed nine hundred seventy-three thousand nine hundred ninety-two dollars (\$973,992.00) annually through March 18, 2019, including all expenses. March 19, 2019 through March 18, 2023, maximum payments by Customer to ServiceNow shall not exceed three hundred ninety-seven five hundred twelve dollars (\$397,512.00) annually,

COUNTY OF RIVERSIDE  
AMENDMENT NO. 3 TO THE MASTER ORDERING AGREEMENT  
WITH  
SERVICENOW, INC.

including all expenses. Customer is not responsible for any fees or costs incurred above or beyond the contracted amount.

3. Exhibit F. The Agreement is hereby amended by adding the Exhibit F attached hereto.
4. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this Third Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.
5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Third Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Third Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
6. Effective Date. This Third Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Third Amendment.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By: \_\_\_\_\_  
Chuck Washington, Chairman  
Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

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

**ServiceNow, Inc.**, a Delaware corporation

By: \_\_\_\_\_  
Paul Curtis  
Senior Director, Orders to Cash

Dated: 12 APRIL 2018

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Thomas Oh  
Deputy County Counsel

COUNTY OF RIVERSIDE  
AMENDMENT NO. 3 TO THE MASTER ORDERING AGREEMENT  
WITH  
SERVICENOW, INC.

---

EXHIBIT F

ATTACHED

STATEMENT OF WORK FOR TIME AND MATERIALS ENGAGEMENT

EXHIBIT F  
STATEMENT OF WORK FOR TIME AND MATERIALS ENGAGEMENT

|                        |   |
|------------------------|---|
| CUSTOMER NAME          | County of Riverside                                     |
| PROJECT NAME           | Billing Project – Field Service Management & Time Cards |
| SERVICENOW SOW NUMBER: | SOW0013645  |

This Statement of Work including all appendices hereto (“SOW”), effective as of the last signature date noted below (“Effective Date”), is made between ServiceNow, Inc. (“ServiceNow”) and the customer entity set forth above (“Customer”) pursuant to the terms and conditions of the underlying master agreement executed by the parties and effective March 18, 2016 (“Agreement”). The appendices attached hereto, including the Services Terms and Conditions specified in **Appendix A-1**, are incorporated in their entirety by reference and form part of this SOW. In the event of any inconsistency or conflict between the Agreement and this SOW, the terms of this SOW shall control with respect to the services set forth herein (“Services” or “Engagement”). The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs that may be executed between ServiceNow and Customer. Unless otherwise specified, capitalized terms in this SOW shall have the same meanings as set forth in the Agreement.



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## EXECUTIVE SUMMARY

Riverside County IT would like to improve efficiency to the Time & Materials (T&M) tracking and billing processes by leveraging the ServiceNow Field Services Management and Time Tracking functionality. As such, Riverside County IT has requested the ServiceNow professional services team to implement the related functionality.

Riverside County IT has shared their requirements with ServiceNow with respect to this implementation. The requirements will be reviewed and stories will be prepared and updated as a part of the Examine and Plan stages of the ServiceNow Implementation Methodology (“SIM”) detailed in Section 1 “Approach”.

Riverside County IT requesting ServiceNow PS to assist with implementing Field Service Automation and Time Card functionality to meet the below Scope:

For a ticket (incident or request), a user may need to log billable labors and/or materials (T&M) when working a ticket. In the ticket, a customer’s billing information needs to be identified by a department ID, accounting string, or project/grant code. Labor rates are defined by Board Approved Rates every fiscal year. Materials (value and quantity) are defined by what’s available in inventory. In the ticket, any number of entries of T&M may be entered. For labor, the user will identify the rate at which the work is being performed, a description of the work performed, and entry of billable and non-billable hours. For materials, the user will identify the product/item from stock/inventory, enter the quantity, and indicate whether the item is billable or non-billable. Materials can be capital, non-capital, goods, or consumables. Materials can also be a product/item that is not in stock or inventory. Upon successful completion of a ticket, the ticket is marked for Pending Billing. Pending billing will allow a supervisor to review the ticket. Once the supervisor has reviewed the ticket, the supervisor can select one of 3 options: “Approved, Send to Billing”, “Approved, Send to Accounting” or “Approved, Do Not Bill”.

Upon the ticket being approved for billing it will be added to a queue of items that have a status of “pending billing”.

Upon a defined interval (end of the month), ServiceNow will export those tickets Ready for Billing to a comma separated values file (CSV) for processing by the billing system. When the export to CSV is successful, the tickets will change their status to BILLED.

## 1. APPROACH

ServiceNow Adaptive Implementation Framework™ (“SAIF”) is ServiceNow’s best practice and standardized delivery approach, and will be utilized in this Engagement. SAIF is comprised of the following components:

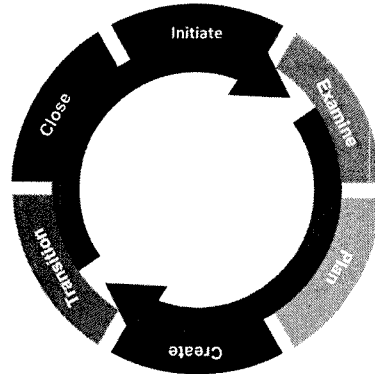
- ServiceNow Implementation Methodology (“SIM”)
- ServiceNow Technology
- ServiceNow Collateral and Assets
- ServiceNow Global Services Expertise

SIM is based on best practices developed by ServiceNow Professional Services over the course of thousands of successful external implementations with other entities. SIM leverages the functionality of the Project Portfolio Management, Agile Development and Test Management applications within the ServiceNow platform.

SIM contains six Stages which are applied adaptively based on the type of engagement and/or the product(s) in scope. The stages are further defined below:

- **Initiate** - Understand the Customer, begin the preparation work, staff the delivery team, kickoff formal Engagement
- **Examine** - Host workshops to understand process and platform needs
- **Plan** - Finalize Engagement timeline, refine configuration requirements (“Stories”)
- **Create** - Run Agile Scrum cycles to realize business objectives and value through rapid configuration and transparent reporting

- **Transition** - Facilitate User Acceptance Testing (“UAT”), training, Customer support readiness, Go-Live and Post Go-Live Support
- **Close** - Conduct formal Engagement closure, feedback of lessons learned and Engagement assessment



The Services set forth in this Engagement will be undertaken by a team of representatives of ServiceNow and Customer (“**Engagement Team**”) and will be managed jointly by a Customer Project Manager and a ServiceNow Engagement Manager. The composition of the Engagement Team will typically change during the various stages of the Engagement, and some members may fill more than one role during the Engagement lifecycle.

Customer acknowledges and agrees that as to any of the SIM Stages provided below: (a) ServiceNow’s obligations relating to each Stage are conditioned and dependent upon Customer’s timely fulfilment of its responsibilities as set forth herein; and (b) Customer’s failure to timely fulfil its responsibilities may result in additional fees and that any resulting delay in the Engagement shall not be attributable to ServiceNow unless Customer’s failure to timely fulfil its responsibilities was attributable to ServiceNow.

The delivery activities involved in this engagement will be managed via a Customer domain used in the ServiceNow hosted Services Portal.

ServiceNow has prepared the estimated fees and timeline set forth in this SOW based on the information Customer has shared with ServiceNow with respect to Customer’s requirements. The estimated fees and timeline may change as ServiceNow and Customer further define Customer’s requirements by working through the SIM deployment stages. Changes to this SOW shall be implemented pursuant to the Change Order process provided in **Appendix A-1**.

Customer acknowledges that they have reviewed the requirements as reflected in this SOW and agrees that the requirements and scope are accurate.

2. ENGAGEMENT SUMMARY

2.1. INITIATE

The purpose of the **Initiate Stage** is to understand the Customer’s business problem(s), align on goals and expectations, mobilize the ServiceNow delivery team, assist the Customer in mobilizing their internal team, prepare for communication needs, and lay out the initial Engagement timelines.

**SERVICENOW’S RESPONSIBILITIES:**

- Perform Engagement preparation and identify Customer expectations.
- Manage ServiceNow resource assignments based on the timeline expectations and ServiceNow recommended sequencing, including, as appropriate, coordination with sub-contracting partners.

- Lead preparatory remote meetings with the Customer to review the SOW, provide an overview of SAIF and SIM, and discuss Customer activities required and/or recommended to be completed prior to an Engagement kickoff.
- Confirm the agenda for the Engagement kickoff, Communications Workshop, and in-scope requirements, assessment or baseline workshops, as applicable.
- Schedule a periodic Engagement Steering Committee meeting to be facilitated by the ServiceNow Engagement Manager and Customer Project Manager. The agenda will be finalized and agreed upon by the ServiceNow Engagement Manager and Customer Project Manager. Minimum topics will include an executive level project status, risks and issues and a financial summary. The Engagement Steering Committee Meeting attendees will include a ServiceNow Executive Sponsor and Customer resources.
- Conduct Engagement Kickoff meeting and Communications Workshop.
- Review the activities completed during the **Initiate Stage** with the Customer sponsor as part of ongoing Engagement governance.
- Manage onsite schedule in order to control travel time and cost.

**CUSTOMER’S RESPONSIBILITIES:**

- Designate a Project Manager as the primary Engagement contact to coordinate meeting schedules for Customer resources.
- Actively participate in the preparatory remote meetings, including a review of the SOW to support a common understanding of scope and expectations between the Customer and the ServiceNow delivery team.
- Complete the required and/or recommended activities prior to an Engagement kickoff.
- Provide details regarding and access to the Customer location for the duration of the Engagement kickoff and onsite workshops in accordance with the agreed to agenda.
- Actively participate in the Engagement kickoff and workshops.
- Ensure participation of the following resource in the Engagement Steering Committee meetings: project executive(s), project sponsor(s) and key members of the Customer project delivery team.
- Designate a Project Manager to manage onsite schedule in order to control travel time and cost.

**2.2. EXAMINE**

ServiceNow will review the Customer provided requirements to identify and address any gaps between the Customer’s requirements and best practices as well as to gain an understanding of the requirements. The resulting Stories will be documented in the Agile Development application by Customer and reviewed by ServiceNow.

| REQUIREMENTS REVIEW WORKSHOP  | ESTIMATED DURATION | OUTPUT  |
|---|--------------------|---|
| ServiceNow will review the <i>SN Billing Requirements.pdf</i> with the Customer | 2 days             | Documented Stories in Agile Development application |

**SERVICENOW’S RESPONSIBILITIES:**

- Identifies and schedules ServiceNow resources.
- Facilitates the Requirements Review to review and discuss the Customer provided requirement details.
- Assist Customer in understanding the gap between OOTB feature and function versus their current state process.
- Assist Customer in writing and refining of Stories required to support the agreed upon process flow, data and form requirements.
- Capture risks, issues, decisions, actions, and changes into RIDAC application and assigns items accordingly.

**CUSTOMER’S RESPONSIBILITIES:**

- Facilitate scheduling and organization of requirement review meetings as required.
- Actively participate in all Requirement Reviews with process leaders, key stakeholders, Engagement leadership, technical experts, and System Administrators to define and agree on a standard process design.
- Clearly describe required functionality.
- Document Stories in the Agile Development application.
- Confirm Stories and define Story Acceptance Criteria (“Story Criteria”).

**2.3. PLAN**

The purpose of the **Plan Stage** is to take the output from the **Examine Stage** and finalize the Stories and plans for the upcoming release(s). The structure and schedule for the subsequent Stages are setup in the Project Portfolio Management application to support the release goals and timeline, and the Stories collected during the **Examine Stage** are refined and the size estimated. During this time, the ServiceNow Engagement Manager works closely with the Customer’s Project Manager to define the cadence of Agile Scrum meetings and functional demonstrations as well as updating the Engagement Plan and other project collateral to reflect updated details.

**SERVICENOW’S RESPONSIBILITIES:**

- Review, refine and prioritize the Stories documented in the **Examine Stage** with the Customer.
- Assist with release planning and backlog refinement with the Customer in order to prioritize the configuration requirements documented as Stories during the **Examine Stage** into development sprints for the **Create Stage**.
- Add details, estimates, and rank the items in the product backlog.
- Coach the Customer team in the principles of Agile Scrum and how to use the ServiceNow platform to manage the work.
- Review and refine the ServiceNow Project Plan as well as make updates to the Risk, Issue, Decision, Project Tasks and Project Change Requests.

**CUSTOMER’S RESPONSIBILITIES:**

- Release planning with the ServiceNow Engagement Manager to prioritize the configuration requirements documented as Stories during the **Examine Stage** into one or more releases.
- Provide one or more Customer Product/Process Owner(s) and Customer Project Manager who will actively participate in the Agile Scrum process.

**2.4. CREATE**

During the **Create Stage** the iterative configuration of the ServiceNow platform begins in partnership with Customer’s System Administrators and technical resources. During this time, the ServiceNow Engagement Manager works closely with the Customers’ Project Manager to assign work to the technical team through the Agile Development Stories.

**SERVICENOW’S RESPONSIBILITIES:**

- Review and refine the ServiceNow Project Plan as well as make updates to the Risk, Issue, Decision, Project Tasks and Project Change Requests.
- Manage the configuration of Themes, Releases, Epics, and Stories in coordination with the Customer’s Project Manager.
- Configure and unit test Stories assigned.

**CUSTOMER’S RESPONSIBILITIES:**

- Customer’s Product Owner(s) will participate in ongoing story prioritization, provide guidance on required functionality, and demonstrate configured functionality to the Customer’s stakeholders.
- Customer’s Project Manager will work with the ServiceNow Engagement Manager to manage the daily Engagement activities.
- Customer’s System Administrators will work with ServiceNow Technical Consultant to complete assigned stories.
- Customer will be responsible for executing communications based on decisions made by Customer and providing updates to the Engagement Manager during project update meetings.
- Customer will assist with unit testing and validation.

For each application listed below, the following standard application configuration services (“Standard Application Configuration Services”) are available and will be provided as determined during the **Examine Stage** related to one (1) process unless otherwise defined (for example, one (1) Incident Management process):

- Application related fields
- Application related forms and views
- Application related dashboards and homepages
- Application related outbound Email notifications
- Application related roles and access controls
- Application related reports and scheduled reports
- Application related Visual task boards

The details below are components that may be encompassed by this Engagement. The Customer-specific configuration services will be finalized during the **Examine Stage**. These are not guaranteed outcomes and do not constitute acceptance criteria.

Estimated Story hours are technical resource hours required to build the Stories resulting from the **Examine Stage**.

The estimated levels of effort and Estimated Story hours have been calculated based on the assumptions set forth herein, and are estimates only. ServiceNow may shift efforts between applications/scope or phases, provided that such reallocation will not impact the timing or the fees associated with the Engagement. Planned Story hours are an estimate of how long it will take to configure and unit test a story and will be determined during the **Plan Stage**.

| Applications/Scope              | Estimated Story hours |
|---------------------------------|-----------------------|
| Field Services Management (FSM) | 199 hours             |
| Time Cards                      | 80 hours              |

**2.4.1. CUSTOMER SERVICE MANAGEMENT**

| APPLICATIONS AND PLATFORM FEATURES | CONFIGURATION SERVICES   |
|------------------------------------|--|
| <b>FIELD SERVICE AUTOMATION</b>    | <p><b>SERVICENOW RESPONSIBILITIES:</b></p> <ul style="list-style-type: none"> <li>• Standard Application Configuration Services</li> <li>• Configure work order forms and views</li> <li>• Create qualification, dispatch and assignment groups</li> <li>• Activate work management geo-location</li> <li>• Configure management of part requirements and transfer orders</li> <li>• Configure field service notifications</li> <li>• Create field service reports and dashboards</li> </ul> |

| APPLICATIONS AND PLATFORM FEATURES | CONFIGURATION SERVICES   |
|------------------------------------|--|
|                                    | <ul style="list-style-type: none"> <li>• Detailed scope – RCIT requires Field Service Management to extend their capabilities to support multiple County facilities.                             <ul style="list-style-type: none"> <li>○ Allow for automated Task assignments and Dispatch for Technicians to more efficiently support those facilities</li> <li>○ Receive assignments within ServiceNow based on the locations they are supporting on any given day</li> <li>○ Update their Task via mobile devices directly into the Task they were assigned</li> <li>○ Improve SLA's and deliver a higher level of Maintenance support</li> <li>○ Asset information will underpin the FSM by allowing RCIT to ensure they bring the correct Assets per location.</li> <li>○ Ability to transfer Assets in the field if needed</li> <li>○ Allow to track Technicians time to be tracked and reported against each Maintenance activity performed.                                     <ul style="list-style-type: none"> <li>▪ Important requirement is to ensure that the time tracked can be rolled up to invoices on a Monthly basis, however, the ability to look at total time worked per technician, per day, per week according to the agreements made with each Agency and their respective locations.</li> </ul> </li> </ul> </li> </ul> <p><b>CUSTOMER RESPONSIBILITIES:</b></p> <ul style="list-style-type: none"> <li>• Obtain Google Maps Key as described on the ServiceNow Wiki here: <a href="http://wiki.servicenow.com/index.php?title=Google_Maps_Support#Using_Google_Maps">http://wiki.servicenow.com/index.php?title=Google_Maps_Support#Using_Google_Maps</a></li> </ul> |
| <p><b>TIME CARD</b></p>            | <p><b>SERVICENOW RESPONSIBILITIES:</b></p> <ul style="list-style-type: none"> <li>• Enable time card plugin</li> <li>• Configure time card form</li> <li>• Configure time card properties</li> <li>• Configure time card reports and dashboards</li> <li>• The desired Time Card functionality will provide for tracking time for each technician against the Maintenance activities per Task, per Location, per County agency.</li> <li>• The ability to roll-up the hours per Agency and provide a extract of those hours against contracts/agreements for all County facilities being supported by RCIT</li> <li>• In addition, Time Cards can be leveraged for multiple applications on the SN platform, not just for Field Service Management</li> <li>• Part of the requirements for RCIT includes the ability to track time for all services being provided. These specific requirements will be defined during the course of the project.</li> </ul>   |

## 2.5. TRANSITION

During the **Transition Stage**, steps are taken to bring the overall solution into production. The steps include assisting with the execution of UAT, training users and conducting cutover activities from non-production environments to the production environment.

### SERVICENOW'S RESPONSIBILITIES:

- Assist the Customer with their UAT process and go-live planning.
- Provide critical item remediation, (as outlined in **Exhibit A-1 - Defect Severity Classification**) and as agreed to with the Customer in the Stories. Any items which are not part of this SOW and were not initially captured and documented as Stories will be deemed out of scope and subject to a Change Order in accordance with the procedure outlined in **Appendix A-1**.
- ServiceNow will provide remote technical assistance during go-live, including moving updates sets and/or applications into the production environment and up to one (1) week (20 hours) of post live support.

### CUSTOMER'S RESPONSIBILITIES:

- Identify a Testing Coordinator.
- Creation of test plan, test cases and test execution.
- Coordinate UAT.
- Identify a Training Coordinator; coordinate training sessions –fulfiller and end user.
- Provide confirmation that the solution is ready to move into a production environment and deemed ready for go-live.
- Manage the Customer's change management process.
- Ensure all required resources are available and will participate in the go-live planning activities.

## 2.6. CLOSE

The purpose of the **Close Stage** is to review the overall Engagement with the Customer and close the current Engagement. This stage also includes closure activities to review the success, any challenges, and collect feedback to improve the performance of future releases and the delivery process.

### SERVICENOW'S RESPONSIBILITIES:

- Conduct an Engagement Closeout Meeting with the Customer Sponsor to review the Engagement activities, objectives reached, and recommended next steps.
- If a temporary Engagement Instance was used to manage the delivery activities, within 45 days after the Closeout Meeting, export Customer data records in the temporary Engagement Instance to Microsoft Excel or Comma-Separated Value (CSV) files and deliver to Customer; retire the Engagement Instance.
- Close Engagement records to initiate a Customer Satisfaction survey.

### CUSTOMER'S RESPONSIBILITIES:

- Actively participate in the Closeout Meeting.
- Provide feedback to ServiceNow on the overall Engagement, including by completing the online Customer Satisfaction survey requests.

## 3. FULFILLER TRAINING

Fulfiller Training content will be developed and tailored for Customer's purchased use of ServiceNow Applications as described in **Exhibit A-2 - Fulfiller Training**. The scope for the applications(s) included and content delivery is summarized below.



| Fulfiller Training Applications in Scope | Content Delivery |                   |                                   |                                       | Optional                         |                 |                |                                 |
|--|------------------|-------------------|-----------------------------------|---------------------------------------|----------------------------------|-----------------|----------------|---------------------------------|
|  | Content Creation | Train the Trainer | Instructor Led Training (Virtual) | Instructor Led User Training (onsite) | Quick Reference Guide (~5 pages) | Clean Recording | Scripted Video | Quick Reference Card (~2 pages) |
| Field Services Management                | X                | X                 |                                   |                                       |                                  |                 |                |                                 |
| Time Cards                               | X                | X                 |                                   |                                       |                                  |                 |                |                                 |

4. ENGAGEMENT ASSUMPTIONS

Customer acknowledges and agrees that the success of the Engagement and the provision of Services and deliverables are fully dependent upon Customer’s timely participation and cooperation. The following assumptions are based on information provided by Customer to ServiceNow relating to the Engagement scope and Customer’s current business processes as of the Effective Date of this SOW. These assumptions have been used to compute the estimated level of effort and cost. Deviations from these assumptions are expected to lead to commensurate changes in the timeline and fees, such changes to be set forth in a Change Order in accordance with the procedure outlined in **Appendix A-1**.

GENERAL

- Customer is responsible for providing the complete and correct definition and documentation of the business processes within scope for this Engagement and implementing all business process changes required to support the Engagement.
- If Customer purchases additional instances, ServiceNow will deliver instances as specified in the Order Form based on the current released version of the ServiceNow platform available at the date of the Order Form.
- During the Engagement, ServiceNow may apply updates containing fixes to relevant bugs. Additional updates and version upgrades are the responsibility of Customer after the Engagement is complete.
- Customer will grant ServiceNow resources remote access to Customer’s instances for the purposes of providing the Services.
- Customer will provide appropriate work areas, including Internet access, for ServiceNow consultants when they are onsite.
- Customer will provide the required resources and ensure active participation. This will include, without limitation, an executive decision-maker, product / process owner(s), project leadership and management, subject matter experts and technical resources. Customer will provide up to two (2) fully trained System Administrators.

DATA AND INTEGRATIONS

- ServiceNow will not convert historical data (Incident, Problem, Change, Request) from other systems (i.e. legacy systems).
- Customer will supply all core data (locations, department, user data, chart of accounts, CI) to be imported in a supported format (CSV, CSV (tab), Excel, XML). ServiceNow will not be responsible for data modification, cleansing or alteration before, during or after importing data.
- There are no integrations in scope.

5. RESOURCE STAFFING

ServiceNow may replace or re-assign its personnel during the Engagement upon notification to Customer. ServiceNow does not guarantee that certain designated ServiceNow personnel will be assigned to Customer’s

account. ServiceNow may at any time subcontract any or all of its obligations hereunder to any third party or agent. ServiceNow is solely responsible for the acts or omissions of subcontractors. In addition, ServiceNow is solely responsible for the payment of any compensation due or allegedly due to subcontractors, and subcontractors may not seek payment (either directly or indirectly) from Customer.

## 5.1. CUSTOMER RESOURCES

| CUSTOMER RESOURCE              | RESPONSIBILITIES  |
|--------------------------------|---|
| <b>Executive Sponsor</b>       | The Executive Sponsor is responsible for setting and communicating the vision of the ServiceNow Engagement within the rest of the enterprise. The Executive Sponsor also participates in engagement governance and removes roadblocks to a successful implementation.   |
| <b>Platform Owner</b>          | The Platform Owner is a senior leader who is responsible for the overall accountability of the ServiceNow platform. The Platform Owner provides leadership and oversight to the Platform Administrators, ensures team alignment to business strategy and the ServiceNow roadmap, and is actively involved in the overarching governance of the platform.  |
| <b>Platform Architect</b>      | The Platform Architect is a technical leader who is responsible for providing consultative leadership to the Platform Owner and Platform Administrators. The Platform Architect assures platform alignment to business strategy, and governance decisions. The Architect documents the platform, analyzes impacts of new requirements, and provides controls to ensure the correct technical solutions are leveraged in the delivery of business solutions.           |
| <b>Project Manager</b>         | The Project Manager is responsible for tracking and communicating project status, serving as an escalation point to resolve obstacles, and working to deliver project work on schedule and budget. The Project Manager works closely with the ServiceNow Engagement Manager and in coordination with all other involved resources to plan, manage, and deliver ServiceNow releases.   |
| <b>System Administrator(s)</b> | The System Administrator is responsible for maintaining the stability and usability of the ServiceNow platform by performing application maintenance, managing support for incidents related to ServiceNow applications, and contributing to ServiceNow software releases by delivering configuration tasks and features. The ServiceNow System Administrator has sound technical ability that enables the fulfillment of common configuration and maintenance tasks. |
| <b>Technical Resource(s)</b>   | The Technical Resources are responsible for assisting with the development of the ServiceNow application and integrations. The Technical Resources should also possess ITIL and JavaScript expertise as well as web services and xml experience as applicable, to support the scope of the Engagement.  |
| <b>Process Owner(s)</b>        | The Process Owners are responsible for the correct and complete definition of each of the processes implemented within the ServiceNow platform.   |
| <b>Business Analyst</b>        | The Business Analyst is responsible for working with key project stakeholders to capture business and user requirements as Stories. The Business Analyst also works with the Platform Administrators to ensure Stories are understood, developed, tested, and delivered to specification.   |
| <b>Product Owner(s)</b>        | The Product Owners are responsible for ensuring that the Product Backlog is defined with Stories, visible, transparent, and clear to all, and shows what the Engagement Team will work on next. The Product Owner will also demonstrate the configured functionality to the Customer's stakeholders at the end of each Sprint.  |
| <b>Testing Coordinator</b>     | Coordinates Customer Testing activities, including Test Plan, Test Cases and Test Execution   |

| CUSTOMER RESOURCE                 | RESPONSIBILITIES  |
|-----------------------------------|---|
| <b>Quality Assurance Engineer</b> | The Quality Assurance Engineer is responsible for validating the application functionality configured or customized by Platform Administrators and ServiceNow technical specialists. This individual possesses knowledge of the ServiceNow platform and applications, how they are used internally, and is able to interpret and validate technical specifications. The Quality Assurance Engineer is an uncompromising quality engineer that brings a detail-oriented nature and the ability to think from the users' perspective. |
| <b>Communication Lead</b>         | The Communication Lead is responsible for all decisions and execution of internal communications to stakeholders (users, clients) related to the go-live of ServiceNow project. The Communication Lead delivers internal information according to a communications plan to prepare the organization for the ServiceNow platform and functionality.  |
| <b>Trainer</b>                    | The Trainer is responsible for creating material and delivering training that ensures effective and efficient use of ServiceNow platform. The Trainer works with the Product Owner and Platform Administrators to understand application functionality, and create and deliver learning programs in established corporate formats.  |

**5.2. SERVICE NOW RESOURCES**

| SERVICE NOW RESOURCE               | RESPONSIBILITIES  |
|------------------------------------|---|
| <b>Business Process Consultant</b> | Facilitate the definition and alignment of current processes toward improvement and recommended ServiceNow best practices together with Customer process owners, key Customer sponsors and stakeholders. Advise the Product Owner(s) throughout the Engagement in Story creation and refinement, ranking, adherence to the desired process outcomes, and future roadmap plans.  |
| <b>Engagement Manager</b>          | Responsible for the successful delivery of ServiceNow Professional Services Engagements, resource and financial management during the course of the Engagement. Provide Engagement expertise, ensure adherence to the SOW, identify and allocate appropriate resources from ServiceNow, document and communicate status, at a minimum, weekly, and act as the single point of contact during the Engagement. The Engagement Manager performs the function of the Scrum Master to facilitate configuration of the ServiceNow platform through iterative Sprints of work, and coaches the Customer Project Manager to assume this role throughout the Engagement. |
| <b>Solution Architect</b>          | Define and communicate, at an architectural and design level of detail, technical solutions aligned with client's business problems and systems architecture. Design and communicate a Technical Architecture Blueprint based on Capability and Process Implementation Roadmaps aligning to desired Business outcomes. Provide direction on keeping customer engagements aligned to ServiceNow Implementation Best Practices and give hands-on assistance with the detailed design and implementation phases of engagements through recommendations, points of view and documentation.  |
| <b>Technical Consultant</b>        | Provide technical guidance during workshops and assists in the creation and refinement of stories. Configures the ServiceNow platform during sprints while sharing knowledge and best practices with Platform Administrators.   |
| <b>Training Consultant</b>         | Develop the training material content for the ServiceNow applications purchased, and deliver the purchased training sessions.   |

**6. ENGAGEMENT FEES**

Based on the scope, conditions and assumptions set forth herein, the Services exclusive of those described in an Exhibit attached hereto shall be performed on a time and materials basis and invoiced monthly following the provision of Services. Unless stated otherwise on the Order Form, all services listed as packaged services on the

Order Form #ORD0760866-1, attached hereto as "Attachment 1", are fixed price and fixed scope, and subject to the payment terms on the order form. ServiceNow shall have no obligation to provide the Services once the purchased time is consumed unless both parties agree otherwise in a mutually acceptable Change Order. ServiceNow does not guarantee a certain outcome, and no acceptance shall apply to the Services or any accompanying deliverable provided under this SOW.

## 6.1. RATE TABLE

The applicable billing rate for the ServiceNow personnel or consultant shall be at the rates set forth in the table below. The effort distribution may vary during the Engagement, and ServiceNow may deviate from the time allotted to the roles identified hereunder, provided that such deviation does not result in a material change in timeline or fees.

| Consultant Role                 | Estimated Effort (hours) | Rate (per hour) | Discount Rate (per hour) | Sales Price Subtotal | Currency |
|---------------------------------|--------------------------|-----------------|--------------------------|----------------------|----------|
| Sr. Engagement Manager          | 167                      | 300.00          | 211.50                   | 35,320.50            | USD      |
| Sr. Business Process Consultant | 69                       | 250.00          | 211.50                   | 14,593.50            | USD      |
| Solution Architect              | 16                       | 290.00          | 255.00                   | 4,080.00             | USD      |
| Tech Consultant                 | 245                      | 230.00          | 211.50                   | 51,817.50            | USD      |
| Sr. Tech Consultant             | 151                      | 280.00          | 211.50                   | 31,936.50            | USD      |

| Total Hours | List Price (USD) | Sales Price (USD) | Currency |
|-------------|------------------|-------------------|----------|
| 648         | 170,620.00       | 137,748.00        | USD      |

| Training Packages                              | Cost            | QTY      | Total            | Currency |
|--|-----------------|----------|------------------|----------|
| Content Creation                               | 8000.00         | 2        | 16,000.00        | USD      |
| Train the Trainer (Field Services & Timecards) | 2000.00         | 1        | 2,000.00         | USD      |
| <b>Total</b>                                   | <b>10000.00</b> | <b>3</b> | <b>18,000.00</b> | USD      |

| Summary             | Sales Price       | Currency |
|---------------------|-------------------|----------|
| T&M SOW             | 137,748.00        | USD      |
| Training            | 18,000.00         | USD      |
| <b>Summary Cost</b> | <b>155,748.00</b> |          |

## 7. PERIOD OF PERFORMANCE

Based on current knowledge of Customer's requirements and the assumptions provided herein, ServiceNow estimates the following:

- ServiceNow will use commercially reasonable efforts to confirm the mobilization plan and composition of the Engagement team with Customer within four (4) weeks from the Effective Date.
- The Engagement is estimated to take approximately ten (10) weeks to complete including one (1) week (20 hours) of remote post-production support.

The Engagement shall commence on Week 1 with the **Initiate Stage**, where week 1 is generally four (4) weeks following the Effective Date of this SOW.

Except as otherwise specified, ServiceNow will provide the Services remotely. Unless otherwise specified herein, ServiceNow is not assigning a full-time resource to Customer's Engagement. ServiceNow may engage its own ServiceNow Professional Services employees from its Global Services ("GS") resources in completion of this Engagement. GS personnel shall not have access to Customer Data except upon Customer's express grant of

access in each occurrence. If the Engagement requires onsite Services, all reasonable travel, meals, and living expenses for all ServiceNow personnel who travel in support of the Engagement shall be billable at cost and all such expenses shall be borne solely by Customer. Customer shall pay all amounts under this SOW within thirty (30) days after date of invoice unless stated otherwise in the applicable Order Form. Customer is responsible for all applicable taxes, except for taxes due on the net income of ServiceNow.

A normal business day is any eight (8) hour period between the hours of 8 a.m. and 6 p.m., Monday through Friday local time, excluding Public Holidays.

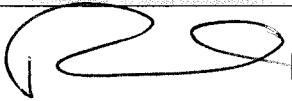
Customer acknowledges and agrees that: (a) ServiceNow’s obligations relating to Engagement are conditioned and dependent upon Customer’s timely fulfillment of its responsibilities as set forth in this SOW; and (b) Customer’s failure to timely fulfill its responsibilities may result in additional fees and that any resulting delay in the Engagement or timelines shall not be attributable to ServiceNow unless Customer’s failure to timely fulfill its responsibilities was attributable to ServiceNow. Any changes will be set forth in a Change Order in accordance with the procedure outlined in **Appendix A-1**.

**8. EFFECTIVE PERIOD OF THIS SOW**

The pricing in this SOW is valid only if the Services start within ninety (90) days after the Effective Date of the SOW or before the pricing expiration date stated in the applicable ordering document signed by ServiceNow, whichever is later (“Engagement **Start Date**”).

**9. AUTHORIZATION AND ACCEPTANCE**

Upon signature of an applicable Order Form and this SOW, Customer is hereby purchasing the Professional Services described herein.

|  |  |
|--|--|
| <b>County of Riverside</b>               | <b>ServiceNow, Inc.</b>  |
| Signature:                               | Signature:  |
| Name:<br>Chuck Washington                | <b>Name:</b><br>Paul Curtis  |
| Title:<br>Chairman, Board of Supervisors | Title:<br>Senior Director Orders to Cash   |
| Date:                                    | Date:<br>12 APRIL 2018   |


**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

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

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By:   
Thomas Oh, Deputy County Counsel

## APPENDIX A-1 – SERVICES TERMS AND CONDITIONS

## 1. CHANGE REQUEST PROCESS/CHANGE ORDERS

Either party may initiate a written request to change the existing tasks, timeline or fees associated with the Engagement or any Phase thereof (each, a “Change Request”) because of a change in scope, assumptions, capability, or other new or revised information. Any Change Request signed by both parties shall be effective as of the date set forth therein (each, a “Change Order”).

Instances in which a Change Order shall be required include: (1) Customer’s requests for out of scope Services; (2) discovery of new information that requires an increase in the scope of Services; (3) failure of any of the conditions or assumptions set forth in this SOW; (4) Customer’s failure to fulfill any of its responsibilities if such failure delays the Services or requires ServiceNow to incur additional time or costs in performing Services.

If the parties do not agree on a Change Order, the Engagement shall proceed as originally set forth in this SOW. If, however, the existing Engagement or any specific Services cannot proceed without an executed Change Order, ServiceNow may suspend Services until the Change Order is executed. If a Change Order is not executed within a commercially reasonable timeframe from such suspension, either party may, upon written notice, terminate this SOW, and: (a) Customer shall pay ServiceNow for all Services performed and deliverables provided prior to termination; (b) ServiceNow shall provide Customer with any deliverables completed prior to termination; and (c) ServiceNow shall not be obligated to refund any prepaid fees under the terminated SOW. In no event will ServiceNow be responsible for any additional Services or deliverables after such termination.

## 2. SCHEDULING POLICY

For scheduled Services that are canceled or rescheduled by Customer with fewer than ten (10) business days’ prior written notice, Customer shall be charged and pay for (a) any travel expenses that cannot be canceled or refunded, and (b) the time for which ServiceNow is unable to reassign the personnel to another project for the cancelled/rescheduled Services. For the purposes of this Section, an email to the ServiceNow Project Manager will be considered sufficient written notice. ServiceNow shall not be responsible for delays due to the lack of access, facilities, cooperation or information requested by ServiceNow or changes to the approach or Services described in this SOW.

## 3. GENERAL

ServiceNow is in the business of providing service management applications and other applications on the ServiceNow platform and consulting services drawing upon the knowledge, understanding and expertise ServiceNow has gained in the course of working with many other Customers. Nothing in this SOW shall assign rights in or limit ServiceNow’s use of any know-how or knowledge pertaining to the ServiceNow intellectual property rights or technology. ServiceNow shall have a fully-paid, royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to use any suggestions, enhancements, recommendations or other feedback provided by Customer and its users relating to the ServiceNow product or services; provided, however, ServiceNow shall comply with the following terms and conditions:

- ServiceNow shall not make other improper use of privileged or confidential information which is acquired in connection with this SOW. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; Customer information or data which is not subject to public disclosure; Customer operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- ServiceNow shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this SOW, except for general statistical information not identifying any person. ServiceNow shall not use such information for any purpose other than carrying out ServiceNow’s obligations under this SOW. ServiceNow shall promptly transmit to the

Customer all third party requests for disclosure of such information. ServiceNow shall not disclose, except as otherwise specifically permitted by this SOW or authorized in advance in writing by the Customer, any such information to anyone other than the Customer. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

EXHIBIT A-1 - DEFECT SEVERITY CLASSIFICATION

All defects identified and remediated during unit testing, system/functional testing, user acceptance testing, and post go-live are considered billable to the Customer.

| Defect Severity Classification | Defect Severity Level Definition   |
|--------------------------------|--|
| <b>1-Critical</b>              | <ol style="list-style-type: none"> <li>1. System is unusable.</li> <li>2. An entire major system or major interface will not work.</li> <li>3. No immediate workaround can be identified and no bypass is available such that testing can continue.</li> <li>4. The system or interface:                             <ol style="list-style-type: none"> <li>a. Generates corrupt data, such that major interface or system functionality cannot be used or tested.</li> <li>b. Prevents deployment into the Customer environment (examples: corrupt build and/or build scripts, inability to perform data refresh, missing code, unable to execute cycles).</li> <li>c. Is unable to execute batch cycles.</li> <li>d. Renders a major system or sub-system unusable or untestable.</li> </ol> </li> </ol>   |
| <b>2-High</b>                  | <ol style="list-style-type: none"> <li>1. A major function or process is significantly impacted; or the System is usable, but severely restricted; or the defect causes a critical or high severity defect in a downstream system, or prevents other test conditions from being executed.</li> <li>2. A required function is missing or substantially broken and any reasonable workaround that may exist would create an unacceptable negative impact to the related benefit stream.</li> <li>3. Usability or performance of the system is so impaired that the result is a material degradation of customer service.</li> <li>4. Material negative effect due to missing or inaccurate data impacting usability or testability of dependent systems or sub-systems</li> <li>5. A system prevents us from meeting a material Financial, Legal, or Compliance Control defined in the Business Requirements (some examples are: Tax laws, State and Federal Regulations, Financial Reconciliation, etc.)</li> </ol> |
| <b>3-Medium</b>                | <ol style="list-style-type: none"> <li>1. Usability is impaired, resulting in a workaround, but such workaround can be reasonably implemented through mutually agreed means and the workaround is approved by Customer.</li> <li>2. Usability or performance of the system is impaired, but this does not materially impact customer service or critical operational / IT service levels.</li> </ol>   |
| <b>4-Low</b>                   | <ol style="list-style-type: none"> <li>1. Defects not materially impacting customer service or critical operational /IT performance metrics; for example: cosmetic issues (menus are misplaced, field labels missing), minor usability or performance impairments, rounding errors within established tolerances.</li> <li>2. The Defect's impact can be categorized as follows:                             <ol style="list-style-type: none"> <li>a. Non-material, non-critical functional or performance issue</li> <li>b. Non-material, non-time-sensitive issues that impact ongoing production.</li> </ol> </li> <li>3. Relatively straightforward workarounds can be reasonably implemented through mutually agreed means.</li> <li>4. No or minor impact on Customer business operations.</li> <li>5. No or minor impact on the Standard Operating Procedures followed by Customer.</li> </ol>   |



EXHIBIT A-2- FULFILLER TRAINING

**Overview**

ServiceNow Fulfiller Training provides process users with training on how to use the ServiceNow Applications as configured in a customer’s production instance. Fulfiller Training services include:

- **Training Content Development** – content will be tailored specifically to the Customer’s purchased ServiceNow Applications.
- **Training Content Delivery** – training can be delivered to a Customer’s designated Fulfillers through a variety of delivery formats including in-person, virtual, and train-the-trainer.

**Content Development**

Fulfiller Training content will be developed and tailored for the Customer’s purchased use of ServiceNow Applications. The content for each class is described below:

| ServiceNow Applications  | Description of Fulfiller Training Content  |
|--------------------------|--|
| Field Service Management | Users will learn how to create and manage work orders, dispatch work order tasks, resolve and close work orders. |
| Time Cards               | Users will learn how to create, assess, approve, time cards.   |

**Content Delivery**

Training Content will be delivered as described below for virtual or in-person (onsite) formats:

| Delivery Method              |   | Maximum Attendees Per Session |      |
|------------------------------|---|-------------------------------|------|
|                              |   |                               | Type |
| Train-the-Trainer            | Delivery to customer designated trainers who will deliver the training to the customer’s Fulfiller community. Available in one or multiple sessions as noted in the class offering. | 10                            | 10   |
| Instructor Led User Training | ServiceNow delivers Fulfiller training in one or multiple sessions as noted in the class offering.  | 25                            | 25   |

**Deliverables**

Fulfiller Training provides the following deliverables applicable to the training purchased:

| Deliverable                  | Description   |
|------------------------------|---|
| Training Scoping Session     | ServiceNow will conduct a 60-90-minute training scoping session for the process supported by each ServiceNow Application in order to better understand the customer’s process and how it can be translated into training materials. Sessions should be scheduled at least 4-6 weeks prior to the implementation date of the ServiceNow Application at a mutually agreeable time and date. |
| Training Content Development | ServiceNow will produce training content for the Fulfiller training consisting of a PowerPoint slide deck with notes for each ServiceNow Application for which training is ordered. The training content includes screenshots of the customer’s instance as needed to provide examples.   |

|                                  |  |
|----------------------------------|--|
| <b>Training Content Delivery</b> | ServiceNow will deliver the training content in the purchased format(s) in ServiceNow templates (no exceptions). Delivery of each ServiceNow Application ordered lasts approximately 60-90 minutes in duration. Options include in-person (onsite), virtual, and train-the-trainer sessions. Up to 3 sessions may be scheduled per business day. |
| <b>Quick Reference Guide</b>     | Optional reference document, per module, of no more than five pages covering key steps and tips and tricks.  |
| <b>Clean Recording</b>           | Optional one-hour (approximately) recording of the presentation and demo for a module as presented during the live training  |
| <b>Scripted Video</b>            | Optional scripted and recorded demo of the ESS portal available at point of need for all end users.  |
| <b>Quick Reference Card</b>      | Optional two-page reference covering the following topics: <ul style="list-style-type: none"> <li>· Navigating the Portal</li> <li>· Making a request</li> <li>· Checking status</li> <li>· Approving a request</li> </ul>   |

**ServiceNow Provided Resources**

ServiceNow will provide the following resources for each Fulfiller Training course purchased:

| ServiceNow Resources               |  | Responsibilities   |
|------------------------------------|--|--|
| <b>Training Consultant</b>         |  | Develop the training material content for the ServiceNow Applications purchased and deliver the purchased training sessions. |
| <b>Training Engagement Manager</b> |  | Facilitate the planning and timing of the Training Scoping Session and the scheduling of the Fulfiller training class.       |

**Customer Required Provided Resources**

The Customer’s participation in the Training Scoping Session is essential to create training materials that are aligned with the Customer’s processes. The Customer will provide the following appropriate resources and ensure active participation to enable a successful training: an executive decision maker, a project manager, a subject matter expert, a process owner and a technical resource.

**Requirements**

- The Customer is responsible for the definition and documentation of the business processes within the scope for this training.
- The Customer is responsible for coordinating training delivery logistics, including, but not limited to, creating the training schedule, communicating training dates to their attendees in a timely manner, and securing training rooms.
- The training content may not be modified one (1) week prior to the scheduled start date of the course.

| Training Services Terms and Conditions  |
|---|
| <p><b>Location and Schedule</b></p> <p>The location and schedule for the publicly available classes are set forth on the Training and Certification Website. The location and start date (“Start Date”) for the onsite training classes will be coordinated between ServiceNow and Customer.</p> <p>For onsite classes that are held at Customer’s location, Customer shall provide ServiceNow a training room with a projector and an adequate Internet connection (including a hard line connection if WiFi is not adequate) and other requirements or capabilities requested by ServiceNow that are necessary for the training. For virtual classes,</p> |

**Training Services Terms and Conditions**

ServiceNow can provide a virtual classroom for use. It is the Customer's responsibility to ensure that all of their attendees have adequate Internet connection and compatible equipment.

Training delivery sessions are scheduled based on availability of Customer attendees and ServiceNow training consultants. The training delivery pricing is based on a daily rate regardless of how many sessions are delivered. Customer shall purchase in increments of one (1) day.

ServiceNow needs at least five (5) weeks prior to the Start Date to develop the material for one Fulfiller training class and one additional week for each additional Fulfiller training class purchased.

**Cancellation and Rescheduling Policy***Customer Cancellation and Rescheduling*

Customer will forfeit 50% of training fees which may include registration fees, class fees, or similar, and travel and expense fees ("Training Fees") when cancellation is received in writing fewer than 14 days prior to the Start Date; or forfeit 100% of Training Fees if cancellation is received fewer than 7 days prior to the Start Date. The foregoing cancellation policy does not apply to on-demand classes. Class fees are non-refundable for rescheduled requests.

*ServiceNow Cancellation*

ServiceNow reserves the right to cancel the class at any time more than 14 days prior to the Start Date ("Cancellation"). All registered attendees will be notified by the phone or email record on file with ServiceNow. ServiceNow does not accept any responsibility for damages and/or expenses incurred by Customer as a result of the Cancellation. In the event of a Cancellation, upon request, Customer shall be entitled to register for another substitute class to the extent that it is made available.

**Terms and Conditions**

Customer agrees to pay the total fee amount on the related Order Form. ServiceNow will provide the purchased service: (i) if Customer is purchasing directly from ServiceNow, on the terms and conditions in the Order Form and the underlying Master Ordering Agreement (No. CON0090302) executed by the parties and effective March 18, 2016 ("Agreement"). In the event of any inconsistency or conflict between the Agreement or the Subscription Service Agreement and this Service Description, the terms of this Service Description shall control with respect to the purchased service set forth herein.

ALL ORDERS ARE NON-CANCELLABLE, NON-REFUNDABLE, CANNOT BE USED FOR SERVICES OTHER THAN FOR THOSE PURCHASED UNLESS OTHERWISE SPECIFIED, AND NOT SUBJECT TO ACCEPTANCE. ALL SERVICES WHEN ORDERED MUST BE CONSUMED WITHIN 12 MONTHS FROM THE ORDER FORM EFFECTIVE DATE UNLESS OTHERWISE SPECIFIED. SERVICES ARE NOT INCLUDED IN THIS OFFERING UNLESS SPECIFICALLY IDENTIFIED AS INCLUDED IN THIS DOCUMENT. ANY UNUSED SERVICES SHALL EXPIRE WITH NO FURTHER CREDIT OR REFUND AND SHALL HAVE NO VALUE THEREAFTER.

# Attachment 1 Order Form



ServiceNow, Inc.  
2225 Lawson Lane  
Santa Clara, CA 95054

| Order Number |
|--------------|
| ORD0760866-1 |

**Pricing Expiration: 30 Apr 2018**

|                  |                           |
|------------------|---------------------------|
| SNC Account Exec | Chris Garn                |
| Phone            | +16692622051              |
| E-mail           | chris.garn@servicenow.com |

| Customer Invoice Address | Customer Ship To Address |
|--------------------------|--------------------------|
|--------------------------|--------------------------|

|   |  |
|---|--|
| <b>Company Name</b> County of Riverside<br><b>Address</b> 3450 14th St<br><b>Suite</b><br><b>City</b> Riverside<br><b>State/Province</b> CA - California<br><b>Zip/Postal Code</b> 92501-3862<br><b>Country</b> United States<br><b>Website</b> http://www.countyofriverside.us/<br><b>AP Contact Name</b><br><b>Title</b><br><b>Phone</b><br><b>E-mail</b><br><b>Account #</b> ACCT0039440 | <b>Company Name</b> County of Riverside<br><b>Address</b> 3450 14th St<br><b>Suite</b><br><b>City</b> Riverside<br><b>State/Province</b> CA - California<br><b>Zip/Postal Code</b> 92501-3862<br><b>Country</b> United States<br><b>Website</b> http://www.countyofriverside.us/<br><b>Business Contact</b><br><b>Title</b><br><b>Phone</b><br><b>E-mail</b> |
|---|--|

|   |   |
|---|---|
| <b>Reference Statement of Work #(s)</b> SOW0013645<br><br><b>Currency</b> USD | <b>PO #</b><br><b>Tax exempt?</b> No<br><b>Payment Terms</b> Net due in 30 days<br><br><b>SN Tracking #</b> CON009477 |
|---|---|

| Education, Knowledge and Other   | Units | Net Price (Per Unit) | Total Price  |
|--|-------|----------------------|--------------|
| ServiceNow® Fulfiller Training (1 day) - On-Site Class (Train-the-trainer, up to 10 attendees) | 1     | \$ 2,000.00          | \$ 2,000.00  |
| ServiceNow® Fulfiller Training - Tailored - Fixed Fee  | 1     | \$ 16,000.00         | \$ 16,000.00 |

| Professional Services                       | Units of Measure | Quantity | Net Price        | Total Price   |
|---|------------------|----------|------------------|---------------|
| ServiceNow® Implementation - Tailored - T&M | Hours            | 648      | Varied - See SOW | \$ 137,748.00 |

**Education, Knowledge and Professional Services Subtotal \$ 155,748.00**  
**Pre-tax Total \$ 155,748.00**  
 Estimated Taxes TBD  
**Estimated Grand Total \$ 155,748.00**

| Invoice Schedule                 | Invoice Date       | Amount        | Est Taxes | Grand Total   |
|----------------------------------|--------------------|---------------|-----------|---------------|
| Education Fee                    | Upon Signature     | \$ 18,000.00  | TBD       | \$ 18,000.00  |
| Services - Based on Hours Worked | Monthly In Arrears | \$ 137,748.00 | TBD       | \$ 137,748.00 |
|                                  |                    | \$ 155,748.00 | TBD       | \$ 155,748.00 |

**Terms and Conditions**

ENTIRE AGREEMENT. This order is on terms contained in Master Agreement #CON0090302, as supplemented by this Order Form.

**Payment Terms**

If Customer issues a purchase order, any additional or conflicting terms appearing in a purchase order shall not amend the Order Form or the Agreement. Upon request, ServiceNow shall reference the purchase order number on its invoices (solely for administrative convenience) so long as Customer provides the purchase order at least fifteen (15) business days prior to the date of the invoice.

Please submit a PO for the amount set forth above to [accountsreceivable@servicenow.com](mailto:accountsreceivable@servicenow.com) or fax to 877-824-0673 or ServiceNow, Inc., Attention: Accounts Receivable, 4810 Eastgate Mall, San Diego, CA 92121

PREPAID FEES FOR PROFESSIONAL SERVICES, EDUCATIONAL 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.

PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND NON-REFUNDABLE. Payments are due as per the invoice schedule.

Prices are stated exclusive of taxes, duties and similar assessments on Customer's use, which Customer agrees to pay, excluding taxes on ServiceNow's net income. Taxes shall not be deducted from the payments to ServiceNow, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, ServiceNow receives and retains (free from any tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

When applicable, Customer must provide its VAT or GST identification number(s) on this Order Form for (i) the country where Customer has established its business and/or (ii) any other country where Customer has a fixed establishment. Customer shall use the ordered Subscription Service and Professional Services for Customer's business use in the foregoing location(s).

**Education, Knowledge and Other**

Terms for Education Services offerings are set forth on [www.servicenow.com/schedules.html](http://www.servicenow.com/schedules.html)

ACKNOWLEDGED AND AGREED:

End Customer: County of Riverside

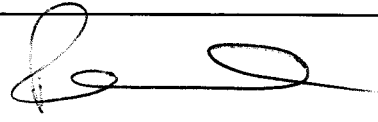
ServiceNow, Inc.

Signature:

Name: CHUCK WASHINGTON

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date:

Signature: 

Name: PAUL CURTIS

Title: SNR AIR ORDER TO CASH

Date: 12 APRIL 2018

Signature:

Name:

Title:


Date:

Signature:

Name:

Title:

Date:

FORM APPROVED COUNTY COUNSEL  
BY:  4/17/18  
THOMAS OH DATE