

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



ITEM
3.16
(ID # 9385)

MEETING DATE:

Tuesday, March 26, 2019

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT): Approve Amendment No. 2 to the Master Ordering Agreement, Order Form No. ORD0686676-4 and Order Form No. ORD0834730-3 with ServiceNow for license subscription renewal [Districts: All]; [Total cost: Not to Exceed \$2,634,636 through March 30, 2022], 79% RCIT Budget, 21% RUHS Budget.

RECOMMENDED MOTION: That the Board of Supervisors:


1. Approve the Amendment No. 2 to the Master Ordering Agreement (Second Amendment), Order Form No. ORD0686676-4 and Order Form No. ORD0834730-3 (Order Forms) with ServiceNow, Inc. for license subscription renewal, in an amount not to exceed \$2,634,636 through March 30, 2022; and authorize the Chairman of the Board to execute the Second Amendment and Order Forms on behalf of the County; and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments and future orders that do not change the substantive terms of the agreement.

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 26, 2019
xc: RCIT, Purchasing

Kecia Harper
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 223,953	\$ 876,612	\$ 2,634,636	\$ 876,612
NET COUNTY COST	\$ 223,953	\$ 876,612	\$ 2,634,636	\$ 876,612
SOURCE OF FUNDS: 79% RCIT Budget, 21% RUHS Budget			Budget Adjustment:	No
			For Fiscal Year:	18/19-21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In March of 2016, RCIT and Riverside University Health System (RUHS) selected ServiceNow, Inc. to provide technology management services. These services which include: help desk, incident management, change management, process control, asset management, and analytics are collectively referred to as Information Technology Service Management (ITSM). On March 29, 2016 (Board agenda item no. 3.27), the Board of Supervisors approved and authorized the Chairman to execute a Master Ordering Agreement with ServiceNow, Inc. to provide ITSM.

On February 6, 2018 (Board agenda item no. 3.20), the Board of Supervisors approved and authorized the Chairman to execute Amendment No.1 with ServiceNow, Inc. ServiceNow, Inc. would provide HR-specific case management which included pre-built service workflows for typical Human Resources services (benefits, employee relations, terminations, etc.) to transform the HR Department service delivery model as recommended by KPMG.

RCIT continues to leverage and expand the use of the system to meet many business needs such as constituent service management, software asset management, and field service management. Through the consolidation effort, RCIT's focus is on reducing duplicative costs and improving service. A review process was conducted, and it was discovered that many of the consolidated IT departments are using multiple tools to achieve ITSM.

The system will also help departments track non-capitalized assets. Analysis has shown that license tracking is inconsistent across the county, which comes with the additional risk of being out of compliance with manufacturer's licensing agreements, subjecting departments to audits, fines and penalties. Hardware assets are required to be tracked appropriately by the Auditor Controller, and as RCIT becomes the primary facilitator for controlling assets for the departments, ServiceNow will monitor and properly track the life cycle of over 100,000 assets from cradle to grave.

RCIT proposes and supports continuing implementation of ServiceNow ITSM system following an extensive review of ServiceNow's capabilities, compared with the County's requirements. In addition, Gartner, an information technology leader, ranked ServiceNow, Inc. a front-runner in the realm of ITSM.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Impact on Residents and Businesses

There is no negative impact on citizens and businesses.

Additional Fiscal Information

Expenditure:

Description:	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Total
One-time Cost:					
N/A	0	0	0	0	0
Ongoing Costs:					
Annual Subscription RCIT	\$174,222	\$696,888	\$696,888	\$522,666	\$2,090,664
Annual Subscription RUHS	\$49,731	\$179,724	\$179,724	\$134,793	\$543,972
Total Costs	\$223,953	\$876,612	\$876,612	\$657,459	\$2,634,636

Contract History and Price Reasonableness

RCIT and RUHS selected ServiceNow as the desired platform based on business requirements, industry research and the impact to the impending Epic system with Loma Linda. After detailed research with other customers and checking with Gartner, we were able to achieve a 50% discount for the primary subscription licenses for the three-year period. This validates our research and indicates that ServiceNow is providing the appropriate discounts for our volume.

On March 29, 2016 M.O. 3.27, the Board approved the 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 same discounted rate as the original purchase. Also, they are willing to hold pricing for the annual subscription through March 30, 2022 without any cost uplift.

ATTACHMENTS (if any, in this order):

1. Amendment No. 2 to ServiceNow Master Ordering Contract Number CON0090302
2. Order Form Number ORD0686676-4
3. Order Form Number ORD0834730-3

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


Jim Smith, Chief Technology Officer

3/19/2019


Gregory V. Priamos, Director County Counsel

3/19/2019

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE MASTER ORDERING AGREEMENT
WITH
SERVICENOW, INC.

Original Contract Term:	3/29/2016 through 3/29/2019
Original Contract ID:	CON0090302
Effective Date of Amendment:	03/26/2019
Original Annual Maximum Contract Amount:	\$ 818,244
Amended Annual Maximum Contract Amount:	\$ 876,612 through 3/30/2022.

This AMENDMENT NO. 2 TO THE MASTER ORDERING AGREEMENT with ServiceNow, Inc. ("Second Amendment"), dated as of March 26, 2019, 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 first amended the Agreement on February 06, 2018 Board of Supervisors Minute Order 3.20 to add Order Form Number ORD0622349-1 as the Exhibit D of the Agreement.

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement for the Second time by adding to the Agreement the Exhibit E "Order Form Number ORD0686676-4" and Exhibit F "Order Form Number ORD0834730-3 attached hereto and by this reference incorporated herein.

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

1. The above recitals are true and correct, and are incorporated herein by reference.
2. EXHIBITS. Section 1A, subsection 1A.1 "EXHIBITS LIST" of Agreement is hereby amended by adding the following:

Exhibit E – Order Form Number ORD0686676-4
Exhibit F – Order Form Number ORD0834730-3

3. 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 Second Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.


MAR 26 2019 3.16

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE MASTER ORDERING AGREEMENT
WITH
SERVICENOW, INC.

4. 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 Second 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 Second 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.
4. Effective Date. This Second Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

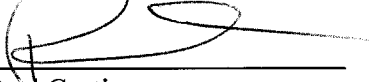
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Second Amendment.

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

By: 
Kevin Jeffries, Chairman
Board of Supervisors

Dated: MAR 26 2019

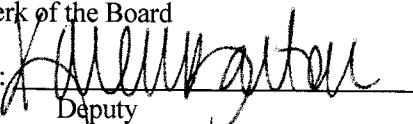
ServiceNow, Inc., a Delaware
corporation

By: 
Paul Curtis
Senior Director, Orders to Cash

Dated: 18 MARCH 2019


ATTEST:

Kecia Harper ~~them~~
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
David M. McCarthy
Deputy County Counsel

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE MASTER ORDERING AGREEMENT
WITH
SERVICENOW, INC.

ATTACHED

EXHIBIT E

Order Form Number ORD0686676-4

EXHIBIT F

Order Form Number ORD0834730-3

Exhibit E

Order Form



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

Order Number

ORD0686676-4

Pricing Expiration: 30 Mar 2019

SNC Account Exec Chris Gam

Phone +16692622051

E-mail chris.gam@servicenow.com

Customer Invoice Address

Customer Ship To Address

Company Name County of Riverside
Address 3450 14th St
Suite
City Riverside
State/Province CA - California
Zip/Postal Code 92501-3862
Country United States
AP Contact Name
Title
Phone
E-mail
Account # ACCT0039440

Company Name County of Riverside
Address 3450 14th St
Suite
City Riverside
State/Province CA - California
Zip/Postal Code 92501-3862
Country United States
Business Contact
Title
Phone
E-mail

Reference Contract #(s) CON0090302

PO #

Tax exempt? No

Payment Terms Net due in 30 days

Currency USD

Product Code	Subscription Product Name	Type	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Monthly)	Net Price (Annual)	Net Price (Total)
PROD00535	ServiceNow® Performance Analytics	Application	1	36 Months	31 Mar 2019	30 Mar 2022	\$ 3,645.00	\$ 43,740.00	\$ 131,220.00
PROD00170	ServiceNow® Approver User	Approver User	1581	36 Months	31 Mar 2019	30 Mar 2022	\$ 9.00	\$ 170,748.00	\$ 512,244.00
PROD00065	ServiceNow® Additional Non-Production Instance	US Data Center	1	36 Months	31 Mar 2019	30 Mar 2022	\$ 0.00	\$ 0.00	\$ 0.00
PROD01275	ServiceNow® Service Management Suite v2	Fulfiller User	479	36 Months	31 Mar 2019	30 Mar 2022	\$ 50.00	\$ 287,400.00	\$ 862,200.00
PROD00827	ServiceNow® Additional Production Environment	US Data Center	1	36 Months	31 Mar 2019	30 Mar 2022	\$ 3,750.00	\$ 45,000.00	\$ 135,000.00
PROD10244	ServiceNow® Customer Service Management Standard	Fulfiller User	200	36 Months	31 Mar 2019	30 Mar 2022	\$ 62.50	\$ 150,000.00	\$ 450,000.00

Subscription Product SubTotal \$ 696,888.00 \$ 2,090,664.00

Education, Knowledge and Professional Services Subtotal \$ 0.00

Pre-tax Total \$ 2,090,664.00

Estimated Taxes TBD

Estimated Grand Total \$ 2,090,664.00

Invoice Schedule	Invoice Date	Amount	Est Taxes	Grand Total
Annual Subscription Fee	Upon Signature	\$ 696,888.00	TBD	\$ 696,888.00
Annual Subscription Fee	February 29, 2020	\$ 696,888.00	TBD	\$ 696,888.00
Annual Subscription Fee	February 28, 2021	\$ 696,888.00	TBD	\$ 696,888.00
		\$ 2,090,664.00	TBD	\$ 2,090,664.00

Hosting Details

ServiceNow # of Instances:	2 Production 4TB Storage Limit, 4 Non Production 4TB Storage Limit
Instance Names:	TBD, rivcoitprod, rivcoitdev, rivcosnhrdev, TBD, rivcoittest
Customer ServiceNow Admin:	
Email:	
Data Center Region:	United States

Terms and Conditions

Customer's use rights to the subscription products ("Subscription Service") set forth herein for the term beginning on the term start date, ending on the term end date (the "Subscription Term"), are governed by the signed definitive agreement(s) with the contract reference number set forth above ("Agreement") as supplemented and modified by this Order Form, ServiceNow's subscription service guide ("Subscription Service Guide") (which includes (1) the Customer Support Policy, (2) Upgrades and Updates, (3) the Data Processing Annex, and (4) the Data Security Guide) and the service descriptions for the purchased packaged professional services ("Service Description") published as of the effective date of this Order Form. The Subscription Service Guide and Service Description are as set forth on www.servicenow.com/upgrade-schedules.html and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com.

The parties hereby agree to the following terms and conditions with respect to the subject matter of this Order Form:

1. Order is not subject to acceptance;
2. Customer shall limit the types and number of subscription products, Customer developed applications, users and their permitted functions, and other use restrictions to those specified in this Order Form;
3. The Subscription Service includes a service level agreement with target service level availability of 99.8 percent in each month and associated service credits for non-compliance at customer request, as provided in the Subscription Service Guide; and
4. Support, upgrades, data security and data processing provisions applicable to the Subscription Service are set forth in the Subscription Service Guide. Customer and ServiceNow hereby expressly agree that the provisions of this Order Form, Subscription Service Guide, and Service Descriptions shall control over any conflicting provisions in the Agreement and any prior agreements concerning the subject matter thereof that may exist between parties are hereby superseded and replaced in their entirety.

Notes

Prior to general availability of the first Release Family in 2020 ServiceNow will provide Updates for the then-current Release Family and the 2 immediately preceding Release Families. After general availability of the first Release Family in 2020, ServiceNow will provide Updates according to the Upgrade Policy as set forth on www.servicenow.com/upgrade-schedules.html.

During the Subscription Term as set forth on this Order Form, Customer may purchase 50 units of Now Platform App Engine - Starter PROD11404 ("Required Product") at the monthly net price of \$1.25 per Unrestricted Users. The purchase of additional units shall be pursuant to a mutually agreed Order Form and co-terminated to the Term End Date set forth in this Order Form. Customer shall be entitled to the specified price, provided that (i) the Required Product continues to be made commercially available by ServiceNow and, if not, then the order shall be for ServiceNow's then available subscription product that is substantially equivalent to the Required Product; and (ii) the pricing model for the Required Product continues to be made commercially available by ServiceNow at the time of the subsequent order. Customer agrees that the pricing for the additional units is limited to the additional units only and shall not affect units of the Subscription Service that are already purchased.

During the Subscription Term as set forth on this Order Form, Customer may purchase 50 units of NowPlatform App Engine - Standard PROD11405 ("Required Product") at the monthly net price of \$12.50 per Platform User. The purchase of additional units shall be pursuant to a mutually agreed Order Form and co-terminated to the Term End Date set forth in this Order Form.

Customer shall be entitled to the specified price, provided that (i) the Required Product continues to be made commercially available by ServiceNow and, if not, then the order shall be for ServiceNow's then available subscription product that is substantially equivalent to the Required Product; and (ii) the pricing model for the Required Product continues to be made commercially available by ServiceNow at the time of the subsequent order. Customer agrees that the pricing for the additional units is limited to the additional units only and shall not affect units of the Subscription Service that are already purchased.

During the Subscription Term as set forth on this Order Form, Customer may purchase 50 units of NowPlatform App Engine - Professional PROD11406 ("Required Product") at the monthly net price of \$50.00 per Platform User. The purchase of additional units shall be pursuant to a mutually agreed Order Form and co-terminated to the Term End Date set forth in this Order Form.

Customer shall be entitled to the specified price, provided that (i) the Required Product continues to be made commercially available by ServiceNow and, if not, then the order shall be for ServiceNow's then available subscription product that is substantially equivalent to the Required Product; and (ii) the pricing model for the Required Product continues to be made commercially available by ServiceNow at the time of the subsequent order. Customer agrees that the pricing for the additional units is limited to the additional units only and shall not affect units of the Subscription Service that are already purchased.

During the Subscription Term as set forth on this Order Form, Customer may purchase 50 units of NowPlatform App Engine - Enterprise PROD11407 ("Required Product") at the monthly net price of \$100.00 per Platform User. The purchase of additional units shall be pursuant to a mutually agreed Order Form and co-terminated to the Term End Date set forth in this Order Form.

Customer shall be entitled to the specified price, provided that (i) the Required Product continues to be made commercially available by ServiceNow and, if not, then the order shall be for ServiceNow's then available subscription product that is substantially equivalent to the Required Product; and (ii) the pricing model for the Required Product continues to be made commercially available by ServiceNow at the time of the subsequent order. Customer agrees that the pricing for the additional units is limited to the additional units only and shall not affect units of the Subscription Service that are already purchased.

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 or fax to 877-824-0673 or ServiceNow, Inc., Attention: Accounts Receivable, 4810 Eastgate Mall, San Diego, CA 92121

PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NON-REFUNDABLE. The order is for the entire Subscription Term and is undividable. Payments are due as per the invoice schedule. All remaining fees are due immediately if ServiceNow terminates for non-payment.

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 or related professional services for Customer's business use in the foregoing location(s).

Product Overview

The ServiceNow Product Overview containing descriptions of the ServiceNow applications and platform services included in the Subscription Products as described in the attached ServiceNow Order Form Product and Use Definitions is posted on <https://www.servicenow.com/upgrade-schedules.html>

ServiceNow® Order Form - Product and Use Definitions

USER TYPE DEFINITIONS

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

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

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

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

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

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

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

CONFIGURATION AND DEVELOPMENT

Use of the Subscription Service for application configuration allows Customer to, with respect to the Subscription Products for which Customer has purchased usage, change the values of pre-defined fields, add new fields to existing tables, add new tables that provide additional attributes around the process, build workflow for the process, modify the UI and form layouts, create business rules, integrate with external data sources, and tailor the process through custom scripting. Application configuration is restricted to configuring the processes included in the purchased Subscription Product to meet the customers specific needs without materially altering the purpose of the Subscription Product or the type of business processes that it seeks to automate. If Customer intends to alter the purpose of the Subscription Product or the types of business processes that it seeks to automate, then Customer may develop that new application in a non-production instance and purchase a Custom Applications use right from ServiceNow to deploy that application on a production instance. Customer shall not access the Subscription Service to develop or use a competing product or service.

SUBSCRIPTION PRODUCTS

Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
PROD00535 ServiceNow® Performance Analytics	<p>Performance Analytics.</p> <p>Any User may use Performance Analytics with a ServiceNow application or Custom Application for which he or she has use rights. User types are defined in the User Type Definitions Section.</p> <p>The annual subscription fee for Performance Analytics ("PA User Fee") is based on the total of the annual subscription fees of all User-based products subscribed by Customer. As Customer exceeds capacity of purchased Users or purchases additional Users of any of the ServiceNow User-based products, additional PA User Fee may apply.</p>
PROD00170 ServiceNow® Approver User	Customer is granted the rights for Approver User as defined in the User Definitions Section.
PROD00065 ServiceNow® Additional Non-Production Instance	Additional non-production 4TB storage limit instance in ServiceNow's data center.
PROD01275 ServiceNow® Service Management Suite v2	<p>Service Management Suite v2.</p> <p>Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Facilities Service Management; Field Service Management; Finance Service Management; Legal Service Management; Marketing Service Management; and Walk-Up Experience.</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section.</p> <p>The following Application(s) became available in the family release indicated below.</p> <p>Walk-Up Experience - London</p>
PROD00827 ServiceNow® Additional Production Environment	One (1) additional production 4TB storage limit instance and one (1) non-production 4TB storage limit storage limit instance in ServiceNow's data center.
PROD10244 ServiceNow® Customer Service Management Standard	<p>Customer Service Management; Communities; Field Service Management; Incident Management; Problem Management; Change Management; Release Management; Request Management; Asset Management and Cost Management.</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section.</p> <p>Notwithstanding the User Type Definitions above, the customer's external contacts, including, but not limited to, customer's accounts, consumers, households, partners or other contacts ("External Requester Users") may perform the functions set forth in the User Type Definitions table above for Requesters within the Customer Service Management Product and additionally may approve requests for new contact creation; manage users or assets of their own or related accounts; create, view, or modify requests of their own or related accounts via the customer portal. External Requester Users are not included in the Customer Service Management Fulfiller User count and are not subject to Customer Service Management Subscription Product fees.</p> <p>Each Fulfiller User purchased includes 1,000 Customer Service Management – Customer Portal Visits per month (unused Portal Visits expire monthly). Additional Customer Portal Visits may be purchased in increments of 1,000.</p> <p>A Visit is a period of activity on the Customer Portal, including a Community visit. A new Visit is generated if an anonymous, unauthenticated, or External Requester User accesses, logs out, times out, or a Visit lasts beyond midnight in the Data Center Region indicated above.</p> <p>The following application(s) became available in the family release indicated below.</p> <p>Communities - Jakarta</p>

ACKNOWLEDGED AND AGREED:

Customer: County of Riverside

ServiceNow, Inc.

Signature:



Name:

Kevin Jeffries

Title:

Chairman, Board of Supervisors

Date:

MAR 26 2019

Signature:



Name:

PAUL CURTIS

Title:

SNR DR ORDER TO CASH

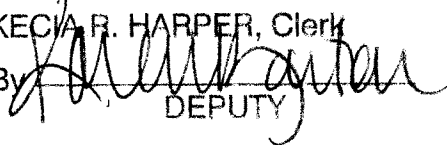
Date:

18 MARCH 2019

ATTEST:

KECIA R. HARPER, Clerk

By:


DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:

DAVID M. MCCARTHY

17 MAR 2019

DATE

UPGRADES AND UPDATES AMENDMENT

THIS AMENDMENT ("**Amendment**") pertains to the referenced contract number identified in the attached ordering document entered into between the ServiceNow entity and Customer identified therein ("**Agreement**").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. The following shall replace all terms in the Agreement related to upgrades and updates, including notice of and support for, upgrades and updates.

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

ServiceNow shall use reasonable efforts to give Customer 30 days' prior notice of any Upgrade to the Subscription Service. ServiceNow shall use reasonable efforts to give Customer 10 days' prior notice of any Update. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade or Update if, in the reasonable judgment of ServiceNow it is necessary to: (i) maintain the availability, security, or performance of the Subscription Service; (ii) comply with law; or (iii) avoid infringement or misappropriation of any third-party Intellectual Property Right. ServiceNow is not responsible for defects on any instance of the Subscription Service not in conformance with this Amendment

2. All other terms and conditions set forth in the Agreement remain unchanged and in full force and effect, and the parties hereby ratify and affirm the Agreement as amended by this Amendment.

IN CONSIDERATION OF THE ABOVE, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

Customer: County of Riverside

ServiceNow, Inc.

Signature:



Name:

Kevin Jeffries

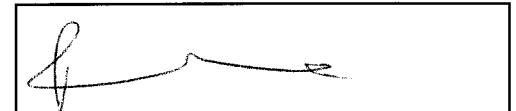
Title:

Chairman, Board of Supervisors

Date:

MAR 26 2019

Signature:



Name:

PAUL CURTIS

Title:

SNR DIR ORDER TO CASH

Date:

18 MARCH 2019

ATTEST:

KECIA R. HARRER, Clerk

By

DEPUTY

FORM APPROVED COUNTY COUNSEL

BY

DAVID M. MCCARTHY

18 MAR 2019

DATE

Exhibit F

Order Form

servicenow

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

Order Number

ORD0834730-3

Pricing Expiration: 30 Mar 2019

SNC Account Exec Chris Gam

Phone +16692622051

E-mail chris.gam@servicenow.com

Customer Invoice Address

Customer Ship To Address

Company Name Riverside University Health System
Address 26520 Cactus Ave
Suite
City Moreno Valley
State/Province CA - California
Zip/Postal Code 92555-3927
Country United States
AP Contact Name
Title
Phone
E-mail
Account # ACCT0072585

Company Name Riverside University Health System
Address 26520 Cactus Ave
Suite
City Moreno Valley
State/Province CA - California
Zip/Postal Code 92555-3927
Country United States
Business Contact
Title
Phone
E-mail

Reference Contract #(s) CON0090302

PO #

Tax exempt? No

Payment Terms Net due in 30 days

Currency USD

SN Tracking # CON0094777

Product Code	Subscription Product Name	Type	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Monthly)	Net Price (Annual)	Net Price (Total)
PROD00535	ServiceNow® Performance Analytics	Application	1	36 Months	31 Mar 2019	30 Mar 2022	\$ 1,282.00	\$ 15,384.00	\$ 46,152.00
PROD00065	ServiceNow® Additional Non-Production Instance	US Data Center	1	36 Months	31 Mar 2019	30 Mar 2022	\$ 625.00	\$ 7,500.00	\$ 22,500.00
PROD01275	ServiceNow® Service Management Suite v2	Fulfiller User	170	36 Months	31 Mar 2019	30 Mar 2022	\$ 50.00	\$ 102,000.00	\$ 306,000.00
PROD00170	ServiceNow® Approver User	Approver User	20	36 Months	31 Mar 2019	30 Mar 2022	\$ 12.50	\$ 3,000.00	\$ 9,000.00
PROD02225	ServiceNow® IT Business Management	Planner	12	36 Months	31 Mar 2019	30 Mar 2022	\$ 60.00	\$ 8,640.00	\$ 25,920.00
PROD02224	ServiceNow® IT Business Management	Worker	150	36 Months	31 Mar 2019	30 Mar 2022	\$ 24.00	\$ 43,200.00	\$ 129,600.00

Subscription Product SubTotal \$ 179,724.00 \$ 539,172.00

Education, Knowledge and Other

Units

Net Price (Per Unit)

Total Price

ServiceNow® Learning Credit	48	\$ 100.00	\$ 4,800.00
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Education, Knowledge and Professional Services Subtotal	\$ 4,800.00
Pre-tax Total	\$ 543,972.00
Estimated Taxes	TBD
Estimated Grand Total	\$ 543,972.00

Invoice Schedule	Invoice Date	Amount	Est Taxes	Grand Total
Annual Subscription Fee	Upon Signature	\$ 179,724.00	TBD	\$ 179,724.00
Education Fee	Upon Signature	\$ 4,800.00	TBD	\$ 4,800.00
Annual Subscription Fee	February 29, 2020	\$ 179,724.00	TBD	\$ 179,724.00
Annual Subscription Fee	February 28, 2021	\$ 179,724.00	TBD	\$ 179,724.00
		\$ 543,972.00	TBD	\$ 543,972.00

Hosting Details	
ServiceNow # of Instances:	1 Production 4TB Storage Limit, 2 Non Production 4TB Storage Limit
Instance Names:	ruhsprod, ruhsdev, ruhstest
Customer ServiceNow Admin:	
Email:	
Data Center Region:	United States

Terms and Conditions

Customer's use rights to the subscription products ("Subscription Service") set forth herein for the term beginning on the term start date, ending on the term end date (the "Subscription Term"), are governed by the signed definitive agreement(s) with the contract reference number set forth above ("Agreement") as supplemented and modified by this Order Form, ServiceNow's subscription service guide ("Subscription Service Guide") (which includes (1) the Customer Support Policy, (2) Upgrades and Updates, (3) the Data Processing Annex, and (4) the Data Security Guide) and the service descriptions for the purchased packaged professional services ("Service Description") published as of the effective date of this Order Form. The Subscription Service Guide and Service Description are as set forth on www.servicenow.com/upgrade-schedules.html and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com.

The parties hereby agree to the following terms and conditions with respect to the subject matter of this Order Form:

1. Order is not subject to acceptance;
2. Customer shall limit the types and number of subscription products, Customer developed applications, users and their permitted functions, and other use restrictions to those specified in this Order Form;
3. The Subscription Service includes a service level agreement with target service level availability of 99.8 percent in each month and associated service credits for non-compliance at customer request, as provided in the Subscription Service Guide; and
4. Support, upgrades, data security and data processing provisions applicable to the Subscription Service are set forth in the Subscription Service Guide. Customer and ServiceNow hereby expressly agree that the provisions of this Order Form, Subscription Service Guide, and Service Descriptions shall control over any conflicting provisions in the Agreement and any prior agreements concerning the subject matter thereof that may exist between parties are hereby superseded and replaced in their entirety.

Notes

Prior to general availability of the first Release Family in 2020 ServiceNow will provide Updates for the then-current Release Family and the 2 immediately preceding Release Families. After general availability of the first Release Family in 2020, ServiceNow will provide Updates according to the Upgrade Policy as set forth on www.servicenow.com/upgrade-schedules.html.

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 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, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NON-REFUNDABLE. The order is for the entire Subscription Term and is undividable. Payments are due as per the invoice schedule. All remaining fees are due immediately if ServiceNow terminates for non-payment.

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 or related professional services for Customer's business use in the foregoing location(s).

Education, Knowledge and Other

In the event that Learning credits are used for onsite training, Travel and Expenses will be charged per onsite training class where the trainer comes onsite. (Not to Exceed \$2000 per onsite class).

Terms for Education Services offerings are set forth on www.servicenow.com/schedules.html

Product Overview

The ServiceNow Product Overview containing descriptions of the ServiceNow applications and platform services included in the Subscription Products as described in the attached ServiceNow Order Form Product and Use Definitions is posted on <https://www.servicenow.com/upgrade-schedules.html>

ServiceNow® Order Form - Product and Use Definitions

USER TYPE DEFINITIONS

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

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

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

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

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

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

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

CONFIGURATION AND DEVELOPMENT

Use of the Subscription Service for application configuration allows Customer to, with respect to the Subscription Products for which Customer has purchased usage, change the values of pre-defined fields, add new fields to existing tables, add new tables that provide additional attributes around the process, build workflow for the process, modify the UI and form layouts, create business rules, integrate with external data sources, and tailor the process through custom scripting. Application configuration is restricted to configuring the processes included in the purchased Subscription Product to meet the customers specific needs without materially altering the purpose of the Subscription Product or the type of business processes that it seeks to automate. If Customer intends to alter the purpose of the Subscription Product or the types of business processes that it seeks to automate, then Customer may develop that new application in a non-production instance and purchase a Custom Applications use right from ServiceNow to deploy that application on a production instance. Customer shall not access the Subscription Service to develop or use a competing product or service.

SUBSCRIPTION PRODUCTS


Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
PROD00535 ServiceNow® Performance Analytics	<p>Performance Analytics.</p> <p>Any User may use Performance Analytics with a ServiceNow application or Custom Application for which he or she has use rights. User types are defined in the User Type Definitions Section.</p> <p>The annual subscription fee for Performance Analytics ("PA User Fee") is based on the total of the annual subscription fees of all User-based products subscribed by Customer. As Customer exceeds capacity of purchased Users or purchases additional Users of any of the ServiceNow User-based products, additional PA User Fee may apply.</p>
PROD00065 ServiceNow® Additional Non-Production Instance	Additional non-production 4TB storage limit instance in ServiceNow's data center.
PROD01275 ServiceNow® Service Management Suite v2	<p>Service Management Suite v2.</p> <p>Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Facilities Service Management; Field Service Management; Finance Service Management; Legal Service Management; Marketing Service Management; and Walk-Up Experience.</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section.</p> <p>The following Application(s) became available in the family release indicated below.</p> <p>Walk-Up Experience - London</p>
PROD00170 ServiceNow® Approver User	Customer is granted the rights for Approver User as defined in the User Definitions Section.
PROD02225 ServiceNow® IT Business Management	<p>Demand Management; Resource Management; Project Portfolio Management; Agile Development (Software Development Lifecycle); Test Management; Financial Planning and Financial Charging</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section for the applications listed above. In addition, the Customer is granted rights to Application Portfolio Management only to create configurations for specific applications managed and modify any associated record, and to Financial Modeling only to view reports.</p> <p>Usage of the Application Portfolio Management and Financial Modeling rights requires IT Business Management – Analyst.</p> <p>The following application(s) became available or were updated according to the release indicated below.</p> <p>Financial Planning - Geneva</p> <p>Agile Development - Helsinki</p> <p>Application Portfolio Management - Istanbul</p> <p>Financial Reporting renamed to Financial Charging – Kingston</p> <p>Cost Transparency renamed to Financial Modeling – Kingston</p>


PROD02224 ServiceNow® IT Business Management	<p>Demand Management; Resource Management; Project Portfolio Management; Agile Development (Software Development Lifecycle); Test Management and Financial Charging</p> <p>Customer is granted the rights for Requester User as defined in the User Type Definitions Section. In addition, the Worker User is granted rights to modify assigned work tasks, create and modify checklists on assigned tasks, and to submit time cards and sheets on assigned work.</p> <p>Requires IT Business Management – Planner.</p> <p>The following application(s) became available or were updated according to the release indicated below.</p> <p>Agile Development - Helsinki</p> <p>Financial Reporting renamed to Financial Charging– Kingston</p>
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ACKNOWLEDGED AND AGREED:

Customer: Riverside University Health System

ServiceNow, Inc.

Signature:	
Name:	Kevin Jeffries
Title:	Chairman, Board of Supervisors
Date:	MAR 26 2019

Signature:	
Name:	PAUL ATKINS
Title:	SNR DIR ORDER TO CASH
Date:	18 MARCH 2019

ATTEST:

KECIA B. HARPER, Clerk

By  DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:  15 MAR 2019
DAVID M. MCCARTHY DATE

UPGRADES AND UPDATES AMENDMENT

THIS AMENDMENT ("**Amendment**") pertains to the referenced contract number identified in the attached ordering document entered into between the ServiceNow entity and Customer identified therein ("**Agreement**").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. The following shall replace all terms in the Agreement related to upgrades and updates, including notice of and support for, upgrades and updates.

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

ServiceNow shall use reasonable efforts to give Customer 30 days' prior notice of any Upgrade to the Subscription Service. ServiceNow shall use reasonable efforts to give Customer 10 days' prior notice of any Update. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade or Update if, in the reasonable judgment of ServiceNow it is necessary to: (i) maintain the availability, security, or performance of the Subscription Service; (ii) comply with law; or (iii) avoid infringement or misappropriation of any third-party Intellectual Property Right. ServiceNow is not responsible for defects on any instance of the Subscription Service not in conformance with this Amendment

2. All other terms and conditions set forth in the Agreement remain unchanged and in full force and effect, and the parties hereby ratify and affirm the Agreement as amended by this Amendment.

IN CONSIDERATION OF THE ABOVE, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

Customer: Riverside University Health System

ServiceNow, Inc.

Signature:



Name:

Kevin Jeffries

Title:

Chairman, Board of Supervisors

Date:

MAR 26 2019

Signature:



Name:

PAUL CURTIS

Title:

SRV DIR BDR TO CASH

Date:

18 MARCH 2019

ATTEST:

KECIA R. HARPER, Clerk

By


DEPUTY

FORM APPROVED COUNTY COUNSEL

BY


DAVID M. MCCARTHY

19 MAR 2019

FILE