



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 15.2
(ID # 19390)

MEETING DATE:
Tuesday, June 28, 2022

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Approve Contract Number CON1308172 Internet 2 Net + ServiceNow Program Master Ordering Agreement and Order Form Number ORD1617619-1 with ServiceNow, Inc. to provide Internet2 Net+ (I2) Program without seeking competitive bids for Three Years. Districts: All [\$232,062 Annually, \$696,186 Total Cost; Up to \$23,206.20 in Additional Compensation Annually] [100% Hospital Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Contract Number CON1308172 and Order Form Number ORD1617619-1 with ServiceNow, Inc. to provide Internet2 Net+ (I2) Program without seeking competitive bids for an annual amount of \$232,062 for a total of \$696,186 for three years beginning June 30, 2022, through June 29, 2025, and authorize the Chairperson of the Board sign the agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and as approved as to form by County Counsel to sign amendments that exercise the options of the agreement and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the agreement.


ACTION:Policy


 Jennifer Cruikshank, Chief Executive Officer – Health System 6/14/2022

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: June 28, 2022
xc: RUHS-Medical Center

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$232,062	\$232,062	\$696,186	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund 40050			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside University Health System – Medical Center (RUHS) is requesting a new 3-year contract with ServiceNow Inc. to continue use of the IT Service Management Help Desk ticketing module, Project Portfolio Management module, and add the Hardware Asset Module, and the Software Asset Module to automate and improve inventory management processes for equipment, applications, and systems used by the organization. Lastly, RUHS is requesting to begin this new contract under the ServiceNow Internet2 Net+ pricing Program. This new pricing program will officially recognize RUHS as a Medical Education Institution which allows ServiceNow Inc. to offer its products and services at a more competitive price as opposed to a pricing model for an organization that is not classified as an educational institution. Overall, this request will improve productivity, decrease costs, and enhance organizational workflows and operations.

The Hardware Asset Module and Software Asset Module will allow for tracking and managing assets throughout their lifespan across the organization. Specifically, the addition of the Hardware and Software Asset Modules will allow the RUHS Information Services (IS) Department to electronically keep inventory of all equipment, applications, and systems we service and support. This includes (but is not limited to) tracking hardware to assist with location, recovery, and service delivery from the Help Desk for devices that require fixing. The addition of these modules will also help to reduce costs based on more accurate counts of items in stock and available to deploy and re-assign for onboarding staff vs. purchasing brand new equipment. In addition, the new pricing program includes access to the IT Operations Management Discovery Application which will manage our IT infrastructure by providing a centralized record of our applications and infrastructure and how they are related. This will assist with remedying outages, minimize risk of changes, optimize infrastructure spend, and lower operational costs.

Impact on Residents and Businesses

There is no negative impact on citizens or business in the County.

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Additional Fiscal Information

There are sufficient funds in the Department's budget and no additional County funds are required.

Contract History and Price Reasonableness

On March of 2016, Riverside County Information Technology (RCIT) and the Riverside University Health System (RUHS) selected ServiceNow, Inc. to provide technology management services. These services include help desk, incident management, change management, process control, asset management, and analytics. Collectively referred to as Information Technology Service Management (ITSM). On March 29, 2016, item 3.27, the Board of Supervisors (BOS) approved and authorized the Chairman to execute a Master Ordering Agreement with ServiceNow, Inc. to provide ITSM.

On May 18, 2017, RUHS executed the purchase of a WebEx training for RUHS IT staff to add new functionality to modify the baseline behavior of service to the client for equipment like JavaScript API.

On May 24, 2017, RUHS executed a purchase to increase Fulfiller level subscriptions by 50 (for a total of 170) due to organizational growth that was larger than originally estimated in 2016. This amendment also included the purchase of one (1) additional sub-production instance that RUHS uses as a Development environment. A Development environment is necessary for proper Change Management governance.

In 2016, RCIT had planned to create a County-wide Enterprise Service Agreement with Service Now to cover years 2019-2022, but informed RUHS on March 11, 2019, that a new Enterprise Service Agreement would not be forthcoming, and that RUHS should pursue renewal of their existing contract instead. On March 26, 2019, Item 3.16, the BOS approved Amendment No. 2 to the Master Ordering Agreement; Order Form No. ORD0686676-4 and Order Form No. ORD0834730-3 with ServiceNow, Inc. for RUHS license subscription renewal and added the IT Business Management Module in an amount not to exceed \$2,634,636 through March 30, 2022.

RUHS Information Services is procuring additional software modules into the new 3-year contract that will reduce costs based on more accurate counts of items in stock and available to deploy and re-assign for onboarding staff vs. purchasing brand new equipment. In addition, entering into the Internet 2 program will provide an annual cost savings of \$850,000 on all ServiceNow services; non enrollment of the Internet 2 program would incur the annual cost of services to \$1,083,000.

Service Now provides a leading comprehensive platform that allows the County to integrate with and consolidate Help Desks and services with other business partners. Currently, the RUHS ServiceNow system is tightly integrated with the ServiceNow systems used by both RCIT and

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Loma Linda University Health System (LLUHS) where the systems share information and service tickets between organizations. The system also has the capacity to integrate with other IT Systems to continue to improve productivity, decrease costs, and enhance organizational workflows and operations which provides benefit to the County, RUHS, and the patients it serves. This Board action will approve the three-year Internet 2 Net + ServiceNow Program Master Ordering Agreement with ServiceNow, Inc. to provide Internet2 Net+ (I2) Program used by the Riverside University Health System – Medical Center, as approved by Single Source Justification Form 22-101 (Attachment A). The Internet 2Net+ ServiceNow Program provides up to a 74% discount on annual list pricing. Over the course of 3 years, RUHS will save approximately \$850,000 on annual list pricing under the Internet 2 program.

Existing Products	Qty	Annual I2 Price	Annual Listing Pricing (Non I2)	Previous Annual Contract Amount & Qty	Previous Product Name
I2 IT Service Management Professional v2 - Fulfiller User	200	\$95,040	\$360,000	\$102,00 (Qty: 170)	Service Management Suite V2
I2 Strategic Portfolio Management Professional - SPM User	182	\$72,072	\$273,000	\$67,224 (Qty: 163)	ITBM Worker ITBM Planner Performance Analytics
I2 Workplace Service Delivery Basic	32	\$0	\$0	included	Some of this functionality was included in Service Management Suite v2
I2 Field Service Management Standard - Fulfiller User	170	\$0	\$204,000	included	Included in Service Management Suite V2
I2 (\$0 ACV) Grandfathered Custom Tables - Custom Tables	45	\$0	\$0	included	Change in model results in providing tables used in old model at \$0
I2 Business Stakeholder User v2	20	\$1,584	\$6,000	\$3,000 (Qty: 20)	Approver User
New Products					
I2 Agile Team - Module	1	\$0	\$0		
I2 IT Service Management Professional v2 - Included Student Fulfiller	100	\$0	\$0		
I2 ITOM Discovery v2 - Subscription Unit	250	\$6,330	\$24,000		
I2 IntegrationHub Starter - Transactions	1	\$0	\$0		
I2 IntegrationHub Enterprise - Transactions	1	\$38,016	\$144,000		
I2 Software Asset Management Professional - Subscription Unit	500	\$12,660	\$48,000		
I2 Hardware Asset Management Professional - Subscription Unit	500	\$6,360	\$24,000		
Total		\$232,062	\$1,083,000		
Annual Savings		\$850,938			

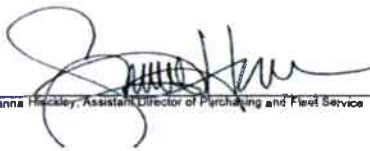
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Attachments:

Attachment A. Single Source Justification Form 22-101

Attachment B. Internet 2 Net + ServiceNow Program Master Ordering Agreement

Attachment C. Order Form No. ORD1617619-1


Suzanna Hockley, Assistant Director of Purchasing and Fleet Service

6/14/2022


Jacqueline Ruiz, Sr. Management Analyst

6/22/2022


Esen Salihz

6/22/2022

22-101



Date: 5/27/2022
From: Tura Morice, RUHS Chief Information Officer
To: Board of Supervisors/Purchasing Agent
Via: Monique Tumkaya, Administrative Services Analyst
Subject: New 3 Year Contract with ServiceNow Inc. for Help Desk and other Information Technology management services

The below information is provided in support of my department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested:** ServiceNow, Inc.
2. **Vendor ID:** 0000125689
3. **Single Source** **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number.*)

Yes **No**
SSJ# 16-492

- 4a. **Was the request approved for a different project?**
 Yes **No**

5. **Supply/Service being requested:**

The Riverside University Health System – Medical Center (RUHS) is requesting a new 3-year contract with ServiceNow Inc. to continue use of the IT Service Management Help Desk ticketing module, Project Portfolio Management module, and add the Hardware Asset Module, and the Software Asset Module to automate and improve inventory management processes for equipment, applications, and systems used by the organization. Lastly, RUHS is requesting to begin this new contract under the ServiceNow Internet2 Net+ pricing Program. This new pricing program will officially recognize RUHS as a Medical Education Institution which allows ServiceNow Inc. to offer its products and services at a more competitive price as opposed to a pricing model for an organization that is not classified as an educational institution. Overall, this request will improve productivity, decrease costs, and enhance organizational workflows and operations.

6. **Unique features of the supply/service being requested from this supplier**



The Hardware Asset Module and Software Asset Module will allow for tracking and managing assets throughout their lifespan across the organization. Specifically, the addition of the Hardware and Software Asset Modules will allow the RUHS Information Services (IS) Department to electronically keep inventory of all equipment, applications, and systems we service and support. This includes (but is not limited to) tracking hardware to assist with location, recovery, and service delivery from the Help Desk for devices that require fixing. The addition of these modules will also help to reduce costs based on more accurate counts of items in stock and available to deploy and re-assign for onboarding staff vs. purchasing brand new equipment. In addition, the new pricing program includes access to the IT Operations Management Discovery Application which will manage our IT infrastructure by providing a centralized record of our applications and infrastructure and how they are related. This will assist with remedying outages, minimize risk of changes, optimize infrastructure spend, and lower operational costs.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

Service Now provides a leading comprehensive platform that allows the County to integrate with and consolidate Help Desks and services with other business partners. Currently, the RUHS ServiceNow system is tightly integrated with the ServiceNow systems used by both RCIT and Loma Linda University Health System (LLUHS) where the systems share information and service tickets between organizations. The system also has the capacity to integrate with other IT Systems to continue to improve productivity, decrease costs, and enhance organizational workflows and operations which provides benefit to the County, RUHS, and the patients it serves.

8. Period of Performance: From: June 30, 2022 to June 29, 2025
(total number of years)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.



Existing Products	Qty	Year 1	Year 2	Year 3	Total Contract Value
I2 IT Service Management Professional v2 - Fulfiller User	200	\$95,040	\$95,040	\$95,040	
I2 Strategic Portfolio Management Professional	182	\$72,072	\$72,072	\$72,072	
I2 Field Service Management Standard - Fulfiller User	170	\$0	\$0	\$0	
I2 IT Service Management Professional - Included Student Fulfiller	100	\$0	\$0	\$0	
I2 Workplace Service Delivery Basic	32	\$0	\$0	\$0	
I2 (\$0 ACV) Grandfathered Custom Tables - Custom Tables	45	\$0	\$0	\$0	
I2 Business Stakeholder User v2	20	\$1,584	\$1,584	\$1,584	
I2 Agile Team - Module	1	\$0	\$0	\$0	
New Products					
I2 ITOM Discovery v2 - Subscription Unit	250	\$6,330	\$6,330	\$6,330	
I2 IntegrationHub Starter - Transactions	1	\$0	\$0	\$0	
I2 IntegrationHub Enterprise - Transactions	1	\$38,016	\$38,016	\$38,016	
I2 Software Asset Management Professional - Subscription Unit	500	\$12,660	\$12,660	\$12,660	
I2 Hardware Asset Management Professional - Subscription Unit	500	\$6,360	\$6,360	\$6,360	
Total		\$232,062	\$232,062	\$232,062	\$696,186

10. Price Reasonableness:

The ServiceNow Internet2 Net+ Program is available to RUHS as it is a Medical Education Institution. This business model includes a discount of 74% from published pricing on each of the products included in the contract. Contracting under the ServiceNow I2 Program will allow for RUHS to utilize ITSM services at the best possible price.

Price Comparison

Product — User Type	Qty	Annual I2 Price	Annual List Pricing (Non I2)
I2 Software Asset Management Professional - Subscription Unit	500	\$12,660.00	\$48,000.00
I2 Hardware Asset Management Professional - Subscription Unit	500	\$6,360.00	\$24,000.00
I2 ITOM Discovery v2 - Subscription Unit	250	\$6,330.00	\$24,000.00
I2 IT Service Management Professional v2 - Fulfiller User	200	\$95,040.00	\$360,000.00
I2 Strategic Portfolio Management Professional - SPM User	182	\$72,072.00	\$273,000.00
I2 Field Service Management Standard - Fulfiller User	170	\$0.00	\$204,000.00
I2 IT Service Management Professional v2 - Included Student Fulfiller	100	\$0.00	\$0.00
I2 (\$0 ACV) Grandfathered Custom Tables - Custom Tables	45	\$0.00	\$0.00
I2 Workplace Service Delivery Basic	32	\$0.00	\$0.00
I2 Business Stakeholder User v2	20	\$1,584.00	\$6,000.00
I2 IntegrationHub Starter - Transactions	1	\$0.00	\$0.00
I2 Agile Team - Module	1	\$0.00	\$0.00
I2 IntegrationHub Enterprise - Transactions	1	\$38,016.00	\$144,000.00
Total		\$232,062.00	\$1,083,000.00
Savings		\$850,938.00	



11. Projected Board of Supervisor Date (if applicable): June 28, 2022
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Jennifer Cruikshank

Jennifer Cruikshank

Jun 2, 2022

Department Head Signature
(or designee)

Print Name

Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed: SEE ATTACHED Detail on prev. PAGES

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date)
(If Annual Amount Varies each FY)

FY _____: \$ _____

FY _____: \$ _____

FY _____: \$ _____

FY _____: \$ _____

FY _____: \$ _____

[Signature]

ASST. DIR 6/10/22

22-101

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)

SUZANNA HINCKLEY



Rosamond Xiang
Corporate Counsel



June 6, 2022 | 12:18:31

Contract Number: CON1308172

MASTER ORDERING AGREEMENT

INTERNET 2 NET + SERVICENOW PROGRAM MASTER ORDERING AGREEMENT

In order for the customer identified below ("Customer") to participate in the program offered by the University Corporation for Advanced Internet Development d/b/a Internet 2 ("Internet2") and ServiceNow, Inc. (ServiceNow)(the "Internet2 Net+ ServiceNow Program"), Customer must execute this Internet2 NET+ ServiceNow Program Master Ordering Agreement (which includes the attached Subscription Service Guide, the Customer Support Policy, the Upgrade Policy and the Data Security Guide (the "Internet 2 NET+ MOA") in its current form without modification or amendment other than as required by Customer's state law, The Internet2 Net+ MOA together with any related Product Overviews (posted at www.servicenow.com/schedules.do) and executed Order Forms are referred to collectively as the "Agreement".

THE PARTIES HEREBY EXECUTE THIS AGREEMENT AS OF THE EFFECTIVE DATE.

FORM APPROVED COUNTY COUNSEL
BY ESENE SAINZ DATE 5-4-22

Customer's official name: Riverside County (Riverside University Health System)	ServiceNow, Inc., a Delaware Corporation	
Individual signing: (print name) <u>JEFF HEWITZ</u>	Individual signing: (print name) <u>James Schafer</u>	
Signature: 	Signature: 	DocuSigned by: James Schafer E611DD728E454CF
Title: <u>CHAIR, BOARD OF SUPERVISORS</u>	Title: <u>Sr Director OTC</u>	
Signing date: <u>JUN 28 2022</u>	Effective Date: <u>June 6, 2022 12:26:36</u>	PDT
Customer address for notice:	ServiceNow address for notice: ServiceNow, Inc. 2225 Lawson Lane Santa Clara, CA 95054 Attn: General Counsel cc: legalnotices@servicenow.com	

ATTEST:
KECIA R. HARPER, Clerk
BY Judy Martinez DEPUTY

1. DEFINITIONS

1.1. "API" means application programming interfaces and related documentation published by ServiceNow on its website or wiki.

1.2. "Confidential Information" means: (a) ServiceNow Core Technology (which is Confidential Information of ServiceNow); (b) Customer Data and Customer Technology (which are Confidential Information of Customer); (c) any other information of a party that is disclosed in writing or orally and is designated as Confidential or Proprietary at the time of disclosure (and, in the case of oral disclosures, summarized in writing within thirty (30) days of the initial disclosure and delivered to the receiving party), or that due to the nature of the information the receiving party would clearly understand it to be confidential information of the disclosing party; and (d) unless otherwise set forth in an Order Form, the specific terms and conditions of this Agreement, any Order Form, any SOW, and any amendment and attachment thereof, between the parties. Confidential Information shall not include any information that: (i) is at the applicable time generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) was rightfully in the receiving party's possession at the time of disclosure without restriction on use or disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) was or is rightfully obtained by the receiving party from a third party not under a duty of confidentiality and without restriction on use or disclosure.

SERVICENOW CONFIDENTIAL
Document Version 1.0

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AFDOCS/13030660.1

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1.3. "Customer Data" means electronic data uploaded by or for Customer and Customer's agents, employees, contractors and Users, and processed in the Subscription Service, excluding the ServiceNow Core Technology.

1.4. "Customer Technology" means software, methodologies, templates, business processes, documentation or other material authored, invented or otherwise created or licensed (other than by or from ServiceNow) by Customer using or for use with, inserted into, or embodied within, the Subscription Service such as Customer Applications and Extension Applications, excluding the ServiceNow Core Technology.

1.5. "Development Tools" means source code, APIs, executable software and tools in human readable format made available by ServiceNow for the implementation, customization, configuration, and use of the Subscription Service, such as scripts, code snippets, sample code, and development tools published by ServiceNow.

1.6. "Documentation" means the ServiceNow product documentation relating to the operation and use of the Subscription Service, Software and Development Tools, including technical program or interface documentation, user manuals, operating instructions and release notes, as updated from time to time by ServiceNow.

1.7. "FERPA" means the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations.

1.8. "Order Form" means a written ordering document signed by Customer and ServiceNow.

1.9. "Product Overview" means the description of the ordered products and their functionalities attached to an Order Form or referenced therein.

1.10. "Section 2.5 Actions" means (i) terminating access to the Subscription Services for the Student or Unrelated User who engaged in the Wrongful Student or Unrelated User Action, as defined in Section 2.5, (ii) where applicable, taking down the Customer Data uploaded by the applicable Student or Unrelated User in connection with the Wrongful Student or Unrelated User Action; and (iii) where applicable, and only if reasonably feasible, removing any malware or viruses or similar harmful code introduced into the Subscription Service by the applicable Student or Unrelated User in connection with the Wrongful Student or Unrelated User Action.

1.11. "Affiliate" means Riverside University Health System ("RUHS").

1.12. "ServiceNow Core Technology" means: (a) the Subscription Service; Software; Development Tools, Documentation; and ServiceNow technology and methodologies (including, without limitation, products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects and documentation) existing as of the Effective Date or otherwise arising outside of work under a Professional Service; (b) ServiceNow updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals; and (c) ServiceNow intellectual property anywhere in the world relating to the foregoing. Notwithstanding the foregoing, ServiceNow Core Technology does not include Customer Data or the Customer Technology.

1.13. "Software" means software provided by ServiceNow to Customer that operates on Customer-provided machines solely to facilitate the use of the Subscription Service.

1.14. "Student or Unrelated Users" are defined in Section 2.5.

1.15. "Subscription Service" means the ServiceNow software as a service (SaaS) offering ordered by Customer under an Order Form.

1.16. "Subscription Term" means the term of authorized use of the Subscription Service, Software and Development Tools as set forth in the Order Form.

1.17. "User(s)" means any employee or contractor of Riverside University Health System or students, alumni or others given access to the Subscription Service by Customer. In the event User is given a different



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MASTER ORDERING AGREEMENT

meaning in an applicable Order Form the definition in this Agreement shall govern unless the Order Form expresses the clear intention of the parties to modify the terms of this Section 1.17.

2. GRANT OF USE RIGHTS

2.1. SUBSCRIPTION SERVICE. Subject to the terms of this Agreement, ServiceNow grants Customer a royalty-free, nonexclusive, nontransferable (except as set forth in Section 10.1 (Assignment)), enterprise-wide, fully paid-up worldwide right to access and use, and permit and enable Users to access and use, the purchased Subscription Service during the Subscription Term as set forth in an applicable Order Form in accordance with the Documentation. Customer shall not use or otherwise access the Subscription Service in a manner that exceeds Customer's authorized use as set forth in this Agreement, including the applicable Order Form (i.e., Customer shall not exceed its seat limit in total or with respect to a particular type of User).

2.2. SOFTWARE. ServiceNow grants Customer a limited, worldwide, non-sublicensable, non-transferable (except as set forth in Section 10.1 (Assignment)), non-exclusive license during the Subscription Term to install and execute Software on machines operated by or for Customer solely to facilitate Customer's authorized access to and use of the purchased Subscription Service. The Software may include code that is licensed under third party license agreements ("Third-Party Code"), including open source made available or provided with the Software. Upon Customer's request, ServiceNow will promptly provide Customer a list of any Third-Party Code included in such Software. Software is licensed and not sold even if for convenience ServiceNow makes reference to words such as *sale* or *purchase*.

2.3. DEVELOPMENT TOOLS. In support of Customer's authorized use of the Subscription Service during the Subscription Term, ServiceNow grants to Customer a limited, worldwide, non-sublicensable, non-transferable (except as set forth in Section 10.1 (Assignment)), non-exclusive license to download and make a reasonable number of copies of the Development Tools, and to use, copy, modify and create derivative works of the Development Tools, in: (a) using, implementing and integrating the ServiceNow applications with other software and systems; and (b) creating applications on the ServiceNow platform (to the extent Customer has purchased authorized use of the Subscription Service to create applications on the ServiceNow platform). Customer shall not use the Development Tools in a manner that causes it to exceed the limits of its authorized use of the Subscription Service as set forth in this Agreement, including the applicable Order Form (i.e., Customer shall not exceed its seat limit in total or with respect to a particular type of User). From time to time, ServiceNow may provide Development Tools subject to the terms and conditions of separate agreements which will be provided to Customer for review and to which Customer will be required to agree prior to use of such Development Tools; provided that ServiceNow shall not require Customer to agree to separate terms and conditions for any Development Tool that is necessary for Customer's use of its ordered Subscription Service in conformance with the Product Overview unless set forth on the Order Form.

2.4. RESTRICTIONS. Customer shall not do the following with respect to the ServiceNow Core Technology: (i) use the Subscription Service with external programs in a manner that intentionally circumvents contractual usage restrictions; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of it available for access by third parties except as otherwise expressly provided in an Order Form or otherwise in this Agreement; (iii) access it for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Service; (iv) disassemble, reverse engineer or decompile it; (v) copy, create derivative works based on or otherwise modify it, except as permitted in this Agreement; (vi) remove or modify a copyright or other proprietary rights notice in it; (vii) use it to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (viii) knowingly use it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage in a malicious act or disrupt its security, integrity or operation; or (ix) access or disable any ServiceNow or third party data, software or network (other than Customer's instance of the Subscription Service in accordance with this Agreement).

2.5. STUDENT OR UNRELATED USERS. Notwithstanding anything to the contrary contained in this Agreement, including in Sections 2.4 (Restrictions), 7.2 (Customer Obligation), and 8.4 (Gross Negligence; Willful



MASTER ORDERING AGREEMENT

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Misconduct), as between ServiceNow and Customer, in no event: (A) will Customer have any liability to ServiceNow directly or in respect to any third-party claim against ServiceNow (including for example, any obligation to defend ServiceNow or pay to any third-party any amounts in connection with Claims referenced in Section 7.2)) for, relating to or arising from the acts or omissions of any "Student or Unrelated Users", and the acts and omissions of Student or Unrelated Users shall not be attributable to Customer; and (B) will ServiceNow have any liability to Customer directly or in respect of a third-party claim against Customer (including for example, any obligation to defend Customer or pay to any third-party any amounts in connection with Claims referenced in Section 7.1) for, relating to or arising from the acts or omissions of Student or Unrelated Users and the acts and omissions of Student or Unrelated Users shall not be attributable to ServiceNow. Student or Unrelated Users are (i) students who are Requester Users as defined in the Order Form, (ii) alumni who are Requestor Users, or (iii) other persons who are Requester Users but that are not employees, or contractors or agents in connection with this Agreement, of Customer. ServiceNow waives any right to bring any claims under or relating to this Agreement, or under any other legal theory (such as a tort claim), or seek any relief under Section 7.2 or otherwise under this Agreement, against Customer relating to (A) above and Customer waives any right to bring any claims under or relating to this Agreement, or under any other legal theory (such as a tort claim), or seek any relief under this Agreement, against ServiceNow relating to (B) above. For the avoidance of doubt, and without limiting the above, the foregoing applies with respect to, among other things, matters relating to Customer Data or Customer Technology uploaded by or otherwise under the control or use of Student or Unrelated Users. In the event ServiceNow has reasonable belief that any Student or Unrelated User has taken any action in connection with the Subscription Services that if taken by an employee of Customer would be a material breach of this Agreement (i.e., a "Wrongful Student or Unrelated User Action"), ServiceNow will provide written notice to Customer of the Wrongful Student or Unrelated User Action and, if Customer does not take the Section 2.5 Actions and provide written notice thereof to ServiceNow within five (5) business days after notice from ServiceNow, ServiceNow may suspend Customer's access to the Subscription Service until Customer takes the Section 2.5 Actions. Notwithstanding the foregoing, in the event a Wrongful Student or Unrelated User Action can reasonably be expected by ServiceNow to cause more than a de minimis amount of damage to ServiceNow or any of its customers, partners or suppliers, ServiceNow may immediately suspend Customer's use of the Subscription Service upon written notice until Customer takes the Section 2.5 Actions. If Customer's use of the Subscription Service has been suspended and Customer takes the Section 2.5 Actions and ServiceNow has not suffered, and has no basis to believe that it is reasonably likely to suffer, in excess of a de minimis amount of damages as a result of the Wrongful Student or Unrelated User Action, ServiceNow will promptly lift the suspension. If Customer fails to take the Section 2.5 Actions within thirty (30) days of notice of the Wrongful Student or Unrelated User Action or if, despite the Section 2.5 Actions, ServiceNow determines it is reasonably likely to suffer in excess of a de minimis amount of damages as a result of the Wrongful Student or Unrelated User Action, ServiceNow may terminate this Agreement. Notwithstanding anything in this Agreement to the contrary (including Section 3.1), (a) Customer is not in breach of this Agreement if it does not take the Section 2.5 Actions after receiving notice of a Wrongful Student or Unrelated User Action, and (b) if ServiceNow terminates this Agreement pursuant to this Section 2.5, Customer shall not have any obligation to pay ServiceNow any damages, nor shall Customer have any obligation to pay ServiceNow any amounts for future contract years under this Agreement and ServiceNow will not be required to refund any prepaid fees for the remainder of the then-current annual subscription term (e.g. if the termination occurs in the first year of this Agreement, even though the initial term is three years, Customer is not required to pay fees for the ServiceNow Core Technology for the final two years of what would have been the initial three year term of this Agreement and ServiceNow will not be required to refund any prepaid fees).

3. ORDERING

3.1. ORDERS AND PAYMENT. Upon execution by Customer and ServiceNow, each Order Form is non-cancellable and non-refundable except as provided in this Agreement. Prices stated in each Order Form are final. Unless otherwise expressly set forth in the applicable Order Form, Subscription Service fees are invoiced annually in advance. Each Subscription Term as set forth in the Order Form is continuous and the stated term cannot be lessened below the full duration of the Subscription Term regardless of the invoice schedule, but the foregoing is not meant to limit Customer's termination rights expressly provided under other provisions of this Agreement (such as under Section 9.1). Except as otherwise set forth in an Order Form, Customer shall pay each



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invoice in full within thirty (30) days after the date of invoice, which shall be submitted at the beginning of each contract year (ServiceNow will send the invoices electronically where the Customer permits ServiceNow to do so, and in such instances such invoices should be received by the Customer on the date sent (which is the date of the invoice), and where invoices are not sent electronically they will be sent on the date set forth on the invoice. Customer may dispute the amount of any invoice (each a "**Disputed Amount**") by providing written notice to ServiceNow of any Disputed Amount within 30 days of the date of the applicable invoice. In the event Customer and ServiceNow are unable to resolve the Disputed Amount within 15 days from the invoice due date, Customer shall escalate the dispute to ServiceNow VP of Finance and VP of Sales and the parties will work diligently to try to resolve the dispute within ten (10) days after the dispute is escalated (the "Escalation Review Process"). If after the Escalation Review Process is completed, the parties are unable to reach an agreement, within five (5) additional business days thereafter ServiceNow may suspend Customer's use of the Subscription Service unless Customer has already paid the Disputed Amount, or pays the Disputed Amount during such five (5) business day period; provided however, Customer shall not withhold payment of a Disputed Amount for more than sixty (60) days following notice to ServiceNow of a Disputed Amount without giving notice to terminate this Agreement and the applicable Order Form in accordance with Section 9.1. For the avoidance of doubt, if Customer pays a Disputed Amount while such amount is still in dispute, Customer may do so while reserving its right to continue the dispute (i.e., Customer can receive a refund if it establishes that it overpaid). Customer may issue a purchase order consistent with the terms of the Order Form, but a purchase order is not required. If Customer issues a purchase order, then it shall be for the full amount of the invoice, and any additional or conflicting terms appearing in a purchase order shall not amend the Order Form or this 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. If Customer is delinquent in payment of amounts owed hereunder where such amounts are not in dispute, ServiceNow shall give notice to Customer of such delinquency and, in such case, Customer shall cure the delinquency within thirty (30) days from the date of ServiceNow's written notice. If Customer fails to cure the delinquency with respect to amounts that are not in dispute or regain compliance in accordance with Section 3.2 below by the end of the notice period, ServiceNow may suspend Customer's use of the Subscription Service or terminate this Agreement for cause in accordance with Section 9 (Term and Termination), in addition to other rights and remedies available.

3.2. USE VERIFICATION. ServiceNow may remotely review Customer's use of the Subscription Service by running reports that return a list of Users and their system IDs and date of last access and the number of records in various tables in order to verify Customer's compliance with the purchased use rights under the Agreement and Order Forms. Other than as described above, ServiceNow does not access or view Customer Data in connection with this use verification. Upon ServiceNow's written request Customer shall provide any reasonable assistance to verify Customer's compliance with the Agreement. If Customer has exceeded its permitted use of the Subscription Service in accordance with the Internet2 NET+ business model as reflected in the Order Form then ServiceNow will notify Customer and within sixty (60) days thereafter Customer shall either: (i) disable any unpermitted use (e.g., if Customer's use is in excess of its permitted use under the Internet2 NET+ business model as reflected in the Order Form it shall disable any excessive use) or (ii) purchase additional subscriptions commensurate with Customer's actual use. Notwithstanding anything in this Agreement to the contrary (including Sections 2 and 7 of this Agreement), so long as Customer complies with the immediately preceding sentence of this Section 3.2, Customer shall not be in breach of this Agreement, and ServiceNow shall not be able to seek damages against Customer or suspend the Subscription Service or terminate this Agreement, if Customer at any time(s) has exceeded its permitted use of the Subscription Service.

3.3 AFFILIATE ACCESS THROUGH CUSTOMER. Customer may, at its option, provide access and use rights to the Subscription Service to the Customer Affiliate, subject to this Agreement ("Affiliate User"). If Customer does so, it will be wholly responsible for Affiliate Users' compliance with the terms of this Agreement and all acts and omissions of such Affiliate Users. No Customer Affiliate will have the right to take any legal action against ServiceNow under this Agreement or any Order Form.

3.4. NO HIDDEN FEES. Notwithstanding anything in this Agreement to the contrary, other than the fees expressly set forth in any applicable Order Form that Customer is expressly required to pay to ServiceNow, no other charges, fees, or other amounts of any kind for the ServiceNow Core Technology shall be due to ServiceNow from Customer.

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3.5. TAXES. All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, value-added taxes ("**VAT**"), goods and services taxes ("**GST**"), excise, business, service, and similar transactional taxes imposed by any jurisdiction (collectively, "**Taxes**"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Subscription Service. 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. Each party is responsible for and shall bear taxes imposed on its net income. If Customer is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Customer shall provide a tax exemption number on the Order Form and a certificate or other proof of tax-exempt status upon execution of the Order Form and, after receipt of valid evidence of exemption, ServiceNow shall not charge Customer any Taxes from which it is exempt. If ServiceNow is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the Subscription Service, ServiceNow will issue an invoice to Customer including the amount of those Taxes, itemized where required by law. Customer shall provide to ServiceNow its VAT or GST identification number(s) on the 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 for Customer's business use in the foregoing location(s) in accordance with the provided VAT or GST identification number(s).

4. INTELLECTUAL PROPERTY

4.1. SERVICENOW OWNERSHIP. As between ServiceNow and Customer, all rights, title, and interest in and to all intellectual property rights in the ServiceNow Core Technology are owned exclusively by ServiceNow notwithstanding any other provision in this Agreement. Except as expressly provided in this Agreement, ServiceNow reserves all rights in the ServiceNow Core Technology and does not grant Customer any rights, express or implied or by estoppel.

4.2. CUSTOMER OWNERSHIP. As between Customer and ServiceNow, Customer shall retain all of its rights, title, and interest in and to its intellectual property rights in Customer Data and Customer Technology. ServiceNow has the right to use Customer Data and Customer Technology solely for the purpose of providing the Subscription Service to Customer in accordance with the terms of this Agreement. Except as expressly provided in this Agreement, Customer reserves all rights in the Customer Data and Customer Technology and does not grant ServiceNow any rights, express or implied or by estoppel.

4.3. FEEDBACK. ServiceNow encourages Customer to provide directly to ServiceNow suggestions, proposals, ideas, recommendations or other feedback regarding improvements to ServiceNow's services (collectively, "*Customer Feedback*"). To the extent Customer provides Customer Feedback directly to ServiceNow, Customer grants to ServiceNow, subject to the next sentence, a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 10.1 (Assignment)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit Customer Feedback (including by incorporation of such feedback into the ServiceNow Core Technology) without restriction. For the avoidance of doubt, Customer does not warrant, represent or otherwise promise that Customer has any intellectual property rights in the Customer Feedback and Customer is providing the Customer Feedback "AS IS".

5. WARRANTIES

5.1. LIMITED SUBSCRIPTION SERVICE WARRANTY. ServiceNow warrants that during the Subscription Term Customer's production instances of the Subscription Service shall materially conform to the Product Overview. To submit a warranty claim under this Section, Customer shall (1) reference this Section; and (2) submit a support request to resolve the non-conformity as provided in the Subscription Service Guide. If the non-conformity persists without relief more than thirty (30) days after written notice of a warranty claim provided to ServiceNow under this Section 5.1, then Customer may terminate the affected Subscription Service and



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ServiceNow shall refund to Customer any prepaid subscription fees covering the remainder of the Subscription Term of the affected Subscription Service after the date of termination. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made or caused by any person other than ServiceNow. THIS SECTION 5.1 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY, EXCEPT THAT THIS SENTENCE IS NOT MEANT TO EXCLUDE SERVICENOW FROM ANY LIABILITY IT HAS IN CONNECTION WITH (I) SERVICENOW'S BREACH OF ANY OF ITS OBLIGATIONS RELATING TO DATA PRIVACY, DATA SECURITY OR OTHERWISE RELATING TO CUSTOMER DATA; OR (II) ANY CREDITS SERVICENOW SHALL PROVIDE PURSUANT TO THE SUBSCRIPTION SERVICE GUIDE.

5.2. RESERVED.

5.3. OTHER WARRANTIES. ServiceNow warrants to Customer that: (a) ServiceNow is an "Equal Opportunity Employer"; (b) ServiceNow has not been barred in any jurisdiction from contracting as a result of a conviction for bid-rigging or bid rotating or as a result of a conviction or admission of bribery or attempted bribery; and (c) no officer or director of ServiceNow has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or under any state or federal securities laws.

5.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICENOW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE SUBSCRIPTION SERVICE DOES NOT OPERATE UNINTERRUPTED OR ERROR FREE AND SERVICENOW DOES NOT PROVIDE A WARRANTY AGAINST LOSS OF USE OF DATA. THE FOREGOING IS NOT MEANT TO LIMIT ANY CREDITS SERVICENOW SHALL PROVIDE PURSUANT TO THE TERMS OF THE SUBSCRIPTION SERVICE GUIDE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVICENOW SPECIFICALLY DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE, SOFTWARE, DEVELOPMENT TOOLS, OR DOCUMENTATION WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.

6. CONFIDENTIAL INFORMATION

6.1. CONFIDENTIALITY OBLIGATIONS. The recipient of Confidential Information shall: (i) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use it except to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party shall limit the disclosure of the other party's Confidential Information to those of its employees and contractors with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement, provided that all such employees and contractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Each party's obligations set forth in this Section 6 shall remain in effect during the term and five (5) years after termination of this Agreement. To the extent permitted by applicable law, the receiving party shall, at the disclosing party's request or upon termination of this Agreement, return all originals, copies, reproductions and summaries of Confidential Information and other tangible materials and devices provided to the receiving party as Confidential Information, or at the disclosing party's option, certify destruction of the same. Provisions for the return of Customer Data are set forth in Section 9.4 (Return of Customer Data), and the immediately preceding sentence is not meant to provide ServiceNow with the right to require that Customer cease using any of the ServiceNow Core Technology prior to the Termination of this Agreement. Notwithstanding the foregoing, this Section 6.1 is not meant to limit who may use the ServiceNow Core Technology.



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6.2. REQUIRED DISCLOSURES. The receiving party may disclose the disclosing party's Confidential Information pursuant to a valid court order, law, subpoena or regulation (including any federal or state public records laws), provided that the receiving party: (a) promptly notifies the disclosing party of such requirement as far in advance as reasonably practicable to the extent advanced notice is lawful; and (b) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information.

6.3. PERMITTED DISCLOSURES. Customer authorizes ServiceNow to notify Internet2 of any of the following: (i) the execution of this Internet2 Net+ MOA; (ii) the execution of any Order Form under this Agreement; (iii) any written notice of termination under this Agreement (including a copy of the notice of termination).

6.4. EQUITABLE REMEDIES. The parties agree that the receiving party's disclosure of Confidential Information except as provided herein may result in irreparable injury for which a remedy in money damages may be inadequate. The parties further agree that in the event of such disclosure or threatened disclosure, the disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to the disclosing party at law or in equity.

6.5. FERPA. If Customer discloses Customer Data to ServiceNow under 34 CFR 99.31, then ServiceNow shall be considered a "school official" with a "legitimate educational interest" (as those terms are defined in FERPA) with respect to any Customer Data containing an Education Record (as defined by FERPA) and ServiceNow shall not further disclose such Customer Data to any third party without Customer's prior written consent and shall only use such Customer Data as set forth in Section 4.2 herein.

7. INDEMNIFICATION

7.1. SERVICENOW OBLIGATION. Subject to the exclusions set forth below, ServiceNow shall: (i) defend Customer its, successors, assigns, Affiliates and subsidiaries and each of their respective members, managers, directors, officers, shareholders and employees against any third party suit, claim, action or demand (each a "**Claim**") (A) to the extent alleging that the ServiceNow Core Technology used in accordance with this Agreement infringes any third party patent, copyright or trademark, or misappropriates any third party trade secret; or (B) to the extent alleging that ServiceNow's personnel when onsite at Customer's premises caused death, bodily harm or damage to tangible personal property due to their negligence or willful misconduct, or (C) to the extent caused by ServiceNow's negligent or intentional breach of Section 6.1 (Confidentiality Obligations) with respect to Customer Data; and (ii) pay any award of damages (whether awarded by a court or arbitrator) or settlement amount to the extent arising from any such Claims. If any portion of the ServiceNow Core Technology becomes the subject of a Claim under Section 7.1(i)(A), ServiceNow shall notify Customer and may: (a) contest the Claim; (b) obtain permission from the claimant for Customer's continued use of the Subscription Service; or (c) replace or modify the Subscription Service to avoid infringement, if such replacement or modification has in all material respects the same capabilities as the Subscription Service; or, if the foregoing (a), (b), and (c) are not available on commercially reasonable terms in ServiceNow's judgment, then (d) either Customer or ServiceNow may terminate Customer's use of the affected Subscription Service upon sixty (60) days' written notice and ServiceNow shall pay to Customer a refund of any prepaid subscription fees covering the remaining portion of the applicable Subscription Term for the affected Subscription Service after the date of termination. Notwithstanding the above, ServiceNow shall have no obligation or liability for any Claim under Section 7.1(i)(A) arising to the extent caused by: (1) any use of the Subscription Service which exceeds the authorized use permitted under this Agreement or not in accordance with the Documentation; (2) Customer Data or Customer Technology; (3) use of the Subscription Service by Customer in violation of applicable law; (4) use of the affected Subscription Service after termination in accordance with clause (d) of this Section 7.1; (5) modifications to the Subscription Service made to Customer's specifications or otherwise made by any person other than ServiceNow (and ServiceNow includes a or a person acting at ServiceNow's direction) if the Claim would have been avoided by use of the unmodified Subscription Service; or (6) use of the Subscription Service in combination with any hardware, software, application or service that was not provided by ServiceNow or otherwise approved by ServiceNow in the Documentation, if the Claim would have been avoided by the non-combined or independent use of the Subscription Service.



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7.2. CUSTOMER OBLIGATION. To the extent permitted by applicable law, Customer shall: (i) defend ServiceNow, its officers, directors and employees against any Claim alleging that: (A) Customer Data, (B) Customer Technology or (C) a modification to the Subscription Service made to Customer's specifications or otherwise made by or on behalf of Customer by any person other than ServiceNow or a person acting at ServiceNow's direction (but only if the Claim would have been avoided by use of the unmodified Subscription Service), infringes any patent, copyright or trademark, misappropriates any third party trade secret, or violates any third party privacy rights; and (ii) pay any court-ordered award of damages or settlement amount to the extent arising from such Claim.

7.3. PROCESS. The indemnified party shall notify the indemnifying party promptly of any actual or threatened Claim of which the indemnified party becomes aware, but any failure to do so by the indemnified party shall not be a breach of this Agreement; provided however, that if the indemnifying party's failure to do so materially prejudices the indemnifying party's defense of the Claim, the indemnifying party shall not be required to provide indemnification. The indemnifying party shall have sole control of the defense of any Claim and any related settlement negotiations, and the indemnified party shall cooperate and, at the indemnifying party's request and expense, assist in such defense. In addition, at the Indemnified party's option, cost, and expense, the Indemnified party shall have the right to participate in the defense of any Claim with counsel selected by the Indemnified party. SECTION 7 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY CLAIMS AND ACTIONS THAT ARE SUBJECT TO SECTION 7.

8. LIMITATIONS OF LIABILITY

8.1. LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO TWO (2) TIMES THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) CUSTOMER'S OBLIGATION TO PAY FOR PRODUCTS, SERVICES OR TAXES; (2) A PARTY'S OBLIGATIONS IN SECTION 7(INDEMNIFICATION), EXCEPT THAT SERVICENOW'S OBLIGATIONS UNDER SECTION 7.1(C) ARE SUBJECT TO THE FOREGOING CAP; AND (3) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.2. EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT), COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO PAYMENTS TO A THIRD PARTY ARISING FROM A PARTY'S OBLIGATIONS UNDER SECTION 7(INDEMNIFICATION).

NOTWITHSTANDING THE FOREGOING, THIS SECTION 8.2 SHALL NOT PREVENT CUSTOMER'S RECOVERY FOR: (A) COSTS INCURRED TO PREPARE AND MAIL LEGALLY REQUIRED COMMUNICATIONS TO THIRD PARTIES; (B) COSTS INCURRED FOR IDENTITY PROTECTION SERVICES FOR THIRD PARTIES; AND (C) GOVERNMENT OR REGULATORY FINES PAID BY CUSTOMER, IN EACH CASE TO THE EXTENT CAUSED BY SERVICENOW'S MATERIAL BREACH OF SECTION 3 OF THE DATA SECURITY GUIDE THAT RESULTS IN AN UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, PROVIDED THAT SERVICENOW'S CUMULATIVE AND AGGREGATED LIABILITY AT ALL TIMES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SUBJECT ONLY TO THE EXCEPTIONS IN SECTION 8.1, SHALL BE LIMITED TO THE LIABILITY AMOUNT SET FORTH IN SECTION 8.1.



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8.3. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, MEMBERS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTY, DISCLOSED OR UNDISCLOSED, THEREOF, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY UNDER, ARISING OUT OF, OR RELATED TO THIS AGREEMENT (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS. AS TO AN INDIVIDUAL PERSON, HOWEVER, THE FOREGOING SENTENCE OF THIS SECTION 8.3 WILL NOT APPLY, WITH RESPECT TO DIRECT DAMAGES, TO AN INDIVIDUAL IN THE EVENT OF WILLFUL MISCONDUCT OR FRAUD BY SUCH INDIVIDUAL.

8.4. GROSS NEGLIGENCE; WILFUL MISCONDUCT. AS PROVIDED BY LAW, NOTHING HEREIN SHALL BE INTENDED TO LIMIT A PARTY'S LIABILITY IN AN ACTION IN TORT (SEPARATE AND DISTINCT FROM A CAUSE OF ACTION FOR BREACH OF THIS AGREEMENT) FOR THE PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

9. TERM AND TERMINATION

9.1. TERM AND TERMINATION. This Agreement continues until terminated under the terms of this Agreement. Each party may terminate this Agreement in its entirety either: (i) upon thirty (30) days' prior written notice to the other party, if at the time of notice there are no Order Forms in effect; or (ii) upon written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either party may terminate a Subscription Service upon written notice if the other party materially breaches this Agreement or the applicable Order Form for the affected service and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party. ServiceNow shall not modify the Subscription Service Guide, Customer Support Policy, Upgrade Policy or Data Security Guide as attached hereto unless such modification is pursuant to a mutually agreed upon and signed Order Form or amendment to the Agreement. If at any time the total cumulative liability of a party reaches the limit stated in Section 8.1, the other party may at its option terminate this Agreement upon thirty (30) days written notice. If a lawsuit or other legal action is brought against Customer for any alleged violation of the federal disability laws in connection with Customer's or any User's permitted use of the ServiceNow Core Technology provided that Customer has properly configured the ServiceNow Core Technology in accordance with the respective Documentation with respect to accessibility, Customer may terminate this Agreement upon thirty (30) days' prior written notice to ServiceNow. Except for termination due to Customer breach of the Agreement, if Customer terminates this Agreement pursuant to Section 9.1, ServiceNow shall promptly provide to Customer a pro-rata refund of the pre-paid unused portion of the subscription fees for the remaining Subscription Term from the date of termination, and Customer shall also have no obligation to pay any additional amounts to ServiceNow for what would have been future years under this Agreement (e.g., if the termination occurs in the first year of this Agreement, even though the initial term is three years, Customer is also not required to pay fees for the ServiceNow Core Technology for the final two years of what would have been the initial three year term of this Agreement). Unless otherwise specified in the Agreement, the foregoing is not meant to waive Customer's rights to seek additional damages against ServiceNow in connection with Customer's termination of this Agreement under this Section 9.1 due to ServiceNow's material breach of this Agreement and failure to timely cure.

9.2. TERMINATION FOR LACK OF FUNDING. Payment by the Customer for Subscription Service fees is dependent upon the appropriation and allocation of funds by the applicable State Legislature where applicable. Should funds adequate to fulfill Customer's payment obligations for Subscription Services under this Agreement not be appropriated and allocated to the Customer, the Customer shall send a written notice of termination to ServiceNow detailing the loss of funding promptly but not less than thirty (30) day prior to the next annual invoice for the Subscription Services which termination will become effective at the end of the then-current contract year. Upon termination pursuant to this Section 9.2, Customer shall not be responsible for paying any



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future invoices for Subscription Services after the date of termination and Customer acknowledges and agrees that any prepaid fees paid by Customer prior to the effective date of termination shall not be refunded.

9.3. EFFECT OF TERMINATION OF SUBSCRIPTION SERVICE. Upon termination of the Subscription Service for any reason, Customer shall stop using, and ServiceNow shall stop providing, the Subscription Service and all rights granted to a party in this Agreement shall terminate. ServiceNow shall within thirty (30) days following the effective date of a termination by Customer for ServiceNow's breach refund to Customer all prepaid fees received by ServiceNow covering the remaining portion of the Subscription Term for the affected Subscription Service after the date of the termination. Within thirty (30) days following the effective date of a termination by ServiceNow for Customer's breach, Customer shall pay all remaining amounts (if any) payable under this Agreement for the Subscription Term applicable to the terminated Subscription Service regardless of the due dates specified in the Order Form, unless, under the law of the Applicable Jurisdiction, that without this contractual language Customer's liabilities at such time would be less than that set forth in this sentence.

9.4. TRANSITION SERVICES. At least thirty (30) days prior to either the expiration of the Subscription Term (where Customer elects not to renew) or in connection with the termination by Customer of the Subscription Service in accordance with Section 9.1, Customer may purchase the following services as set forth in an Order Form: one (1) extension of the Subscription Service for up to six (6) months ("**Transition Subscription Service**"). Customer shall pay for the Transition Subscription Service at the monthly subscription fee rate charged to Customer in the expiring Order Form plus an additional ten percent (10%). The parties shall sign a mutually agreed upon Order Form setting forth the fees and purchased Transition Subscription Service prior to the commencement of any Transition Subscription Service.

9.5. RETURN OF CUSTOMER DATA. ServiceNow shall provide Customer Data in its standard database export format, excluding the ServiceNow Core Technology, to Customer upon Customer's written request and at no charge to Customer. After forty-five (45) days following the expiration or termination of this Agreement for the Subscription Service (including any Transition Subscription Service term, if applicable), if Customer has not requested the return of its Customer Data, ServiceNow shall have no obligation to maintain or provide any Customer Data and shall promptly thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of the Subscription Service.

9.6. SURVIVAL. Sections 2.4 (Restrictions), 3.5 (Taxes), 4.1 (ServiceNow Ownership), 4.2 (Customer Ownership), 4.3 (Feedback) and 6 (Confidential Information) through 10 (General Provisions) of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. GENERAL PROVISIONS

10.1. ASSIGNMENT. Neither party may assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may, upon notice and without the other party's consent: (i) in connection with a merger, reorganization or sale of all or substantially all of the assets or equity of such party, assign this Agreement in its entirety to such party's successor; and (ii) assign this Agreement in its entirety to any affiliate. Any attempted or purported assignment in violation of this Section 10.1 will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.2. COMPLIANCE WITH LAWS. ServiceNow shall comply with all applicable laws that apply to its provision of the Subscription Service, Software, Documentation, and Development Tools, under the Agreement, including but not limited to those applicable to the privacy and security of personal information, including trans-border data transfers and data breach notification requirements as required of ServiceNow by law. Customer shall comply with all applicable laws in connection with its performance under this Agreement, including with respect to those that apply to its use of the Subscription Service, Software, Documentation, and Development Tools, under the Agreement, including but not limited to those applicable to collection and processing of Customer Data in ServiceNow systems through the Subscription Service. Customer agrees to obtain any required consents for the transfer of Customer Data to ServiceNow. Unless otherwise expressly set forth in this Agreement, ServiceNow



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shall not be responsible for compliance with any laws applicable to Customer and its industry that are not generally applicable to information technology service providers.

10.3. EXPORT COMPLIANCE. Each party shall comply with United States and foreign export control laws and regulations. Customer acknowledges that the Subscription Service, Software, Documentation, and Development Tools are subject to the U.S. Export Administration Regulations (the "**EAR**") and that Customer shall comply with the EAR. Without limiting the foregoing, Customer represents and warrants that: (i) Customer is not located in, and shall not use the Subscription Service, Software, Documentation, and Development Tools from, any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria); (ii) Customer shall not use the Subscription Service, Software, Documentation, and Development Tools in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, sounding rockets or unmanned air vehicle systems; and (iii) Customer is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

10.4. US GOVERNMENT RIGHTS. All ServiceNow software (including Software) is commercial computer software and all services are commercial items. "**Commercial computer software**" has the meaning set forth in Federal Acquisition Regulation ("**FAR**") 2.101 for civilian agency purchases and the Department of Defense ("**DOD**") FAR Supplement ("**DFARS**") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the services are acquired by or on behalf of a civilian agency, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the services are acquired by or on behalf of any agency within the DOD, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses Government rights in computer software or technical data.

10.5. NOTICE. Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email with confirmation of receipt, except that email shall not be sufficient for notices regarding a Claim. Notices shall be sent to the parties as set forth on the signature page of this Agreement or as subsequently updated in writing.

10.6. FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (excluding Customer's failure to pay amounts owed when due), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, export bans, sanctions and other government actions, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "**Force Majeure Event**"). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

10.7. HIGH RISK ACTIVITIES. Customer shall not use the ServiceNow Core Technology for any purpose that requires fail-safe performance including, but not limited to, stock trading, financial transaction processing, management of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical or environmental damage ("**High Risk Activity**"). ServiceNow, its licensors and suppliers expressly disclaim all warranties of fitness for any such use and Customer shall release and hold ServiceNow, its licensors and suppliers harmless from liability arising out of the Customer's use of the ServiceNow Core Technology for High Risk Activity.



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10.8. USE OF AGGREGATE DATA. Customer agrees that ServiceNow may collect, use and disclose quantitative data derived from the use of the Subscription Service for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer or its Users.

10.9. ENTIRETY. This Agreement is the final and entire agreement between the parties regarding the products and services provided hereunder and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings and negotiations with respect to the subject matter hereof. The terms of this Agreement apply to the exclusion of any other terms that either party seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any purchase order submitted by Customer is for Customer's internal purposes only and its terms and conditions are superseded and replaced by this Agreement, and the purchase order terms and conditions have no force or effect. Each party acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the other party that is not set out in this Agreement. Customer's orders are not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any verbal or written communication about ServiceNow's future plans. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

10.10. WAIVER AND AMENDMENT. A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given. Any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

10.11. RELATIONSHIP OF THE PARTIES. The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party.

10.12. GOVERNING LAW; JURISDICTION AND VENUE. This Agreement shall be governed by the laws of the state specified as the address of the Customer on the applicable Order Form, without regard to its conflict of laws principles (the "Applicable Jurisdiction"). The parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Applicable Jurisdiction for the purposes of adjudicating any dispute arising out of this Agreement. If the Applicable Jurisdiction has enacted a version of the Uniform Computer Information Transaction Act, the parties agree to opt out of that law to the maximum extent authorized under the law. Each party hereto expressly consents to service of process by registered mail. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

10.13. STATEMENTS BY CUSTOMER. Subject to ServiceNow's style guidelines and prior, express written approval, Customer shall have the right to identify ServiceNow as a provider of the Subscription Services, in connection with the internet2 NET+ program, and in connection therewith, to display ServiceNow's supplied logo on its website and other ServiceNow pre-approved (in writing) marketing materials.

10.14. AUDIT RIGHTS. ServiceNow shall maintain, subject to ServiceNow's then current record retention policy, for a period of at least three (3) years after such books and records are created or for such longer period of time as may be required by applicable law, all books and records relating to ServiceNow's performance of its obligations with respect to Customer. Such books and records shall be made available for review and audit by Customer. Any such audit of ServiceNow's books and records shall be conducted during ServiceNow's normal business hours and at the location(s) where such books and records are normally maintained by ServiceNow. In the event an audit by Customer reveals an overpayment by Customer to ServiceNow in connection with the fees, within thirty (30) days following ServiceNow's receipt of written notice of the findings of the audit, ServiceNow shall refund to Customer the amount of the overpayment or underpayment, whichever is applicable, subject to ServiceNow's right to contest the findings of the audit within thirty (30) days of receipt of written notice of the audit findings. If such overpayment or underpayment is greater than five percent (5%) of the total dollar amount of the



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payments audited, ServiceNow shall pay Customer for the reasonable costs of such audit(s) within thirty (30) days of a receipt of an invoice from Customer.

10.15. SEVERABILITY. If any provisions of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement will remain in full force and effect.

10.16. INTERNET2. The Parties acknowledge that Internet2 is not a reseller of the ServiceNow Core Technology, and that ServiceNow (i) is the sole provider of the ServiceNow Core Technology to Customer, (ii) is not a subcontractor of Internet2 or acting as an agent of Internet2 in connection with this Agreement, and (iii) is not providing the Services to Customer on behalf of Internet2. In addition, Customer agrees that in no event shall Internet2 have any liability to Customer under or arising out of this Agreement, including in connection with the actions or omissions of ServiceNow, and including in connection with any failure of ServiceNow to fulfill any of its obligations under this Agreement. In addition, Customer agrees that Internet2 may publicly disclose that Customer has executed a Customer Agreement with ServiceNow in connection with the Internet2 NET+ Program.

10.17. CONTRACTORS/AGENTS. ServiceNow shall have the right to use independent contractors, subcontractors, or other non-employees ("**Subcontractors**") to perform any of its obligations or to act on behalf of ServiceNow. All actions of Subcontractors in connection with this Agreement are attributable to ServiceNow for all purposes under this Agreement. ServiceNow shall impose on Subcontractors obligations consistent with the terms of this Agreement and ensure that Subcontractors comply with the Agreement.

10.18. ACCESSIBILITY. If the Subscription Services are not in conformance with all federal disability laws as of the Effective Date, Service Provider shall use reasonable efforts to update the Subscription Services provided to Enterprise Customers to be in conformance therewith at some future date. Promptly after the Effective Date and at no additional cost, Service Provider shall appoint a Person to serve as the single point of contact for Enterprise Customers to communicate with and receive updates on the status of the Subscription Services' compliance with federal disability laws, including the Americans with Disabilities Act. Upon request, Service Provider will provide to Customer a copy of the Voluntary Product Accessibility Template (VPAT) for the Subscription Services.

10.19. CONSTRUCTION. Products and services shall be provided in the English language unless agreed otherwise. The parties confirm that they have requested that this Agreement and all related documents be drafted in English at the express wishes of the parties. Section headings are for convenience only and are not to be used in interpreting this Agreement.

10.20. SOVERIGN IMMUNITY. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by Customer.

10.21. MODIFICATION TO GUIDES AND POLICIES. ServiceNow shall not modify the Subscription Service Guide, Customer Support Policy, Upgrade Policy or Data Security Guide as attached hereto unless such modification is pursuant to a mutually agreed upon and signed Order Form or amendment to this Agreement.

10.22. CLOUD CONTROLS MATRIX. After the Effective Date, Service Provider shall promptly provide to Customer a copy of the Cloud Security Alliance GRC Stack Cloud Controls Matrix ("CCM") spreadsheet either by making it available on a website accessible to Customer or through such other means as agreed to by Customer. The GRC Stack, including the CCM, can be found at <http://cloudsecurityalliance.org/research/grc-stack/>.

10.23. SCOPE. For avoidance of doubt, this agreement is entered into between the County of Riverside and ServiceNow, Inc., for the sole benefit and use of Riverside University Health System. No other divisions, agencies, or affiliates of the County (collectively "County Agencies") shall be eligible to purchase or use the Subscription Service under this Agreement. The usage rights under this Agreement and under the Order Forms associated therewith shall accrue to RUHS only and not to any other County Agencies.



SUBSCRIPTION SERVICE GUIDE

Capitalized terms not defined herein shall have the meaning set forth in the ordering agreement or the use agreement between Customer and ServiceNow.

1. SUPPORT

During the Subscription Term, ServiceNow or its authorized reseller, as applicable, shall provide support for the Subscription Service as set forth in the **Customer Support Policy** attached hereto, and incorporated herein by reference.

2. UPGRADES

ServiceNow determines whether and when to develop, release and apply any Upgrade (as defined in the **Upgrade Policy** attached hereto, and incorporated herein by reference) to Customer's instances of the Subscription Service.

3. DATA SECURITY

ServiceNow shall implement and maintain security procedures and practices appropriate to information technology service providers to protect Customer Data from unauthorized access, destruction, use, modification, or disclosure, as described in the **Data Security Guide** attached hereto, and incorporated herein by reference.

4. INSURANCE

ServiceNow agrees to maintain in effect during the Subscription Term, at ServiceNow's expense, the following minimum insurance coverage:

- (i) (a) Workers' Compensation Insurance, in accordance with applicable statutory, federal, and other legal requirements and (b) Employers' Liability Insurance covering ServiceNow's employees in an amount of not less than \$1,000,000 for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease;
- (ii) Commercial General Liability Insurance written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury arising out of the services and/or products provided by ServiceNow under this Agreement with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate;
- (iii) Commercial Automobile Liability Insurance providing coverage for hired and non-owned automobiles used in connection with this Agreement in an amount of not less than \$1,000,000 per accident combined single limit for bodily injury and property damage;
- (iv) Combined Technology Errors' & Omission Policy with a \$5,000,000 per Claim limit, including: (a) Professional Liability Insurance providing coverage for the services and software in this Agreement. Such coverage to be maintained for at least two (2) years after the termination of this Agreement; and (b) Privacy, Security, and Media Liability Insurance providing liability coverage for unauthorized access or disclosure, security breaches or system attacks, as well as infringements of copyright and trademark that might result from this Agreement; and
- (v) Excess Liability over Employers' Liability, Commercial General Liability and Commercial Automobile Liability with a \$5,000,000 aggregate limit.

For the purpose of this Section, a "**Claim**" means a written demand for money or a civil proceeding which is commenced by service of a complaint or similar pleading.

5. AVAILABILITY SERVICE LEVEL

5.1. DEFINITIONS

- (a) "**Available**" means that the Subscription Service can be accessed by authorized users.



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(b) **"Excused Downtime"** means: (i) Maintenance Time of up to two (2) hours per month; and (ii) any time the Subscription Service is not Available due to circumstances beyond ServiceNow's control, including without limitation modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks.

(c) **"Maintenance Time"** means the time the Subscription Service is not Available due to service maintenance.

(d) **"Availability SLA"** means the percentage of total time during which Customer's production instances of the Subscription Service are Available during a calendar month, excluding Excused Downtime.

5.2. AVAILABILITY

If Customer's production instances of the Subscription Service fall below the Availability SLA of ninety-nine and eight-tenths percent (99.8%) during a calendar month, Customer's exclusive remedy for failure of the Subscription Service to meet the Availability SLAs is either: (1) to request that the affected Subscription Term be extended for the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA; or (2) to request that ServiceNow issue a service credit to Customer for the dollar value of the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA (determined at the deemed per minute rate ServiceNow charges to Customer for Customer's use of the affected Subscription Service), which Customer may request ServiceNow apply to the next invoice for subscription fees.

5.3. REQUESTS

Customer must request all service credits or extensions in writing to ServiceNow within thirty (30) days of the end of the month in which the Availability SLA was not met, identifying the support requests relating to the period Customer's production instances of the Subscription Service was not Available. The total amount of service credits for any month may not exceed the subscription fee for the affected Subscription Service for the month, and has no cash value. ServiceNow may delay issuing service credits until such amounts reach one thousand U.S. dollars (\$1,000) or equivalent currency specified in the applicable Order Form.



CUSTOMER SUPPORT POLICY

This Customer Support Policy governs the support that ServiceNow or its authorized reseller, as applicable, will provide for the Subscription Service. This Policy may be updated from time to time.

Scope

The purpose of Customer Support is to resolve defects that cause the Subscription Service to perform in a manner that is not in conformance in one or more material respects to the Product Overview. A resolution to a defect may consist of a fix, workaround or other relief.

Customer Support does not include:

- implementation services
- configuration services
- integration services
- customization services or other custom software development
- training
- assistance with administrative functions

Customer Support is not required to provide resolutions for immaterial defects or defects due to modifications of the Subscription Service made by any person other than ServiceNow or a person acting at ServiceNow's direction.

Business Hours

Customer Support is available 24 hours a day, 7 days a week, including all holidays.

Access Contacts

Customer may contact ServiceNow using one of the following means:

- Support Portal at <https://hi.service-now.com/>. Customer may get login access to this self-service portal by contacting its ServiceNow administrator.
- Phone using one of the numbers at <http://servicenow.com/support/contact-support.html>.

Customer shall contact ServiceNow's authorized reseller in accordance with its agreement with the reseller.

Incident Priority

Incident priority for a defect is determined using the guidelines below:

Priority	Definition
P1	Any defect that causes an instance to be unavailable.
P2	Any defect that causes a critical function to fail.
P3	Any defect that significantly impedes work or progress.
P4	Any defect that does not significantly impede work or progress.

Response Times and Level of Effort

Customer submits an incident with ServiceNow via phone or web and with ServiceNow's authorized reseller as directed by reseller. All support requests are tracked online and can be viewed by Customer's authorized contacts. Response times do not vary if the incident was filed via phone or web.



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ServiceNow or its authorized reseller, as applicable, will use reasonable efforts to meet the target response times and target level of effort stated in the table below. Support from the reseller may be limited to business hours only.

Priority	Target Response Times	Target Level of Effort
P1	30 minutes	Continuously, 24 hours per day, 7 days per week
P2	2 hours	Continuously, but not necessarily 24 hours per day, 7 days per week
P3	1 business day	As appropriate during normal business hours
P4	N/A	Varies

Customer Responsibilities

Customer's obligations are as follows:

- (a) Customer agrees to receive from ServiceNow or its authorized reseller, as applicable, communications via email, phone or through the Support Portal regarding the Subscription Service.
- (b) Customer shall appoint no more than five (5) contacts ("**Customer Authorized Contacts**") to engage Customer Support for questions and/or technical issues.
 - (i) Only Customer Authorized Contacts are authorized to contact Customer Support.
 - (ii) Customer must ensure the information for these contacts is current in the Support Portal at <https://hi.service-now.com/>.
 - (iii) Customer Authorized Contacts are trained on the use and administration of the Subscription Service.
- (c) Customer shall cooperate to enable ServiceNow to deliver the Subscription Service and support for the service.
- (d) Customer is solely responsible for the use of the Subscription Service by its authorized users.

Support Resources

- ServiceNow Website (<http://www.servicenow.com/services/overview.html>)
- ServiceNow Community (<https://community.servicenow.com/welcome>)
- Release Notes (http://wiki.service-now.com/index.php?title=Main_Page)
- Product Documentation (http://wiki.service-now.com/index.php?title=Main_Page)
- Knowledge Base (https://hi.service-now.com/nav_to.do?uri=kb_home.do)
- Support Community (<https://community.servicenow.com/community/support>)



UPGRADE POLICY

1. UPGRADES

"**Upgrades**" are ServiceNow's releases of the Subscription Service for repairs, enhancements or new features applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. ServiceNow has the discretion to provide new functionality as an Upgrade or as different software or service for a separate fee. ServiceNow determines whether and when to develop, release and apply any Upgrade to Customer's instances of the Subscription Service.

2. NOTICE; MAINTENANCE DOWNTIME

ServiceNow shall use reasonable efforts to give Customer thirty (30) days prior notice of any Upgrade to the Subscription Service. ServiceNow shall use reasonable efforts to give Customer ten (10) days prior notice of any Upgrade to the cloud infrastructure network, hardware, or software used by ServiceNow to operate and deliver the Subscription Service if ServiceNow in its reasonable judgment believes that the infrastructure Upgrade will impact Customer's use of its production instances of the Subscription Service. ServiceNow will use commercially reasonable efforts to limit the period of time during which the Subscription Service is unavailable due to the application of Upgrades to no more than two (2) hours per month. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade if necessary, in the reasonable judgment of ServiceNow, to maintain the availability, security or performance of the Subscription Service or the ability of ServiceNow to efficiently provide the Subscription Service.

3. NOMENCLATURE

A pending Upgrade may be a "Feature Release", "Patch" or "Hotfix." A "**Feature Release**" is an Upgrade that includes new features or enhancements. A "**Patch**" or a "**Hotfix**" is an Upgrade to a Feature Release that maintains the functionality of the Feature Release and does not include new functionality. ServiceNow refers to each Feature Release and its associated Patches and Hotfixes as a "**Release Family**." For example, ServiceNow's Feature Release "Aspen" established the "Aspen" Release Family, and ServiceNow's subsequent Feature Release "Berlin" established the "Berlin" Release Family.

4. PINNING REQUESTS

Customer may submit a support request for "no Upgrade" not fewer than five (5) business days' prior to a pending Upgrade of the Subscription Service. Subject to the terms and conditions of this Upgrade Policy, Customer's "no Upgrade" request shall be granted, and the Upgrade shall not be applied to Customer's instances of the Subscription Service.

5. SUPPORTED AND NON-SUPPORTED RELEASE FAMILIES

ServiceNow offers support for the then current Release Family and the prior two (2) Release Families ("**Supported Release Families**") as set forth in the Customer Support Policy. A Customer using a Supported Release Family may be required to Upgrade to a Patch or Hotfix within the Supported Release Family to correct a defect. At its discretion, ServiceNow may offer limited support for additional Release Families ("**Non-Supported Release Families**"). Without limiting ServiceNow's discretion to determine the availability of support for Non-Supported Release Families, a Customer using a Non-Supported Release Family may be required to Upgrade to a Supported Release Family to correct a defect. Any service level agreements, recovery time objectives or recovery point objectives are not applicable to Non-Supported Release Families. Details of ServiceNow support are further set forth in the Customer Support Policy.

Customer acknowledges that the current Release Family is the most current feature, availability, performance and security version of the Subscription Service. Within a Supported Release Family, the most recent Patch contains the most current feature, availability, performance and security version of the Subscription Service for that Release Family. A Customer that has submitted a "no Upgrade" request that has been granted by ServiceNow may experience defects which Customer hereby agrees that ServiceNow is not responsible for (in connection with harm arising from such defects after the date that the current version of the Subscription Service has been implemented) if such defects have been fixed by ServiceNow in the current version of the Subscription Service.



6. REQUIRED UPGRADES

If Customer has requested "no Upgrade" it may nevertheless be required to Upgrade if in the reasonable judgment of ServiceNow the Upgrade is necessary to maintain the availability, security or performance of the Subscription Service or the ability of ServiceNow to efficiently provide the Subscription Service, as follows:

6.1. SUPPORTED RELEASE FAMILY. If Customer is using a Supported Release Family, it may be required to Upgrade to a Patch or Hotfix within the Supported Release Family.

6.2. NON-SUPPORTED RELEASE FAMILY. If Customer is using a Non-Supported Release Family, it may be required to Upgrade to a Supported Release Family.

7. EXCEPTIONS

Notwithstanding the other provisions of this Upgrade Policy, Customer may not submit a support request for "no Upgrade" for any Upgrade to, or that is essential for, the infrastructure network, hardware, or software used by ServiceNow to operate and deliver the Subscription Service.



DATA SECURITY GUIDE

Security Statement of an Enterprise IT Cloud Company

The ServiceNow cloud is built for the enterprise customer with every aspect aimed towards meeting the customer's demand for reliability, availability and security. ServiceNow's comprehensive approach to address this demand is enabled by the following: (a) ServiceNow's robust cloud infrastructure runs on its own applications and utilizes industry best-of-breed technology to automate mission critical functionalities in the cloud service with around-the-clock and around-the-world delivery; (b) ServiceNow achieves flexibility and control in its ability to deliver a stable user experience to the customer by having a logical single tenant architecture; (c) ServiceNow's application development which has a paramount focus on quality, security, and the user experience is closely connected to the operations of delivering those applications in a reliable and secure cloud environment; (d) ServiceNow invests in a comprehensive compliance strategy that allows its customers to attain their own compliance to applicable laws by obtaining attestations and certifications and running its subscription service from paired data centers situated close to where its customers are located; and (e) ServiceNow's homogeneous environment where all applications are on a single platform offers ServiceNow a competitive advantage in being able to concentrate its efforts to make the customer's user experience the best possible.

This Data Security Guide describes the measures ServiceNow takes to protect Customer Data when it resides in the ServiceNow cloud. This Data Security Guide forms a part of any legal agreement into which this Data Security Guide is explicitly incorporated by reference (the "**Agreement**") and is subject to the terms and conditions of the Agreement. Capitalized terms that are not otherwise defined herein shall have the meaning given to them in the Agreement.

1. SECURITY PROGRAM

While providing the Subscription Service, ServiceNow shall maintain a written information security program of policies, procedures and controls ("**Security Program**") governing the processing, storage, transmission and security of Customer Data. The Security Program includes industry standard practices designed to protect Customer Data from unauthorized access, acquisition, use, disclosure, or destruction. ServiceNow may periodically review and update the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats, provided that any such update does not materially reduce the commitments, protections or overall level of service provided to Customer as described herein, and such updates will be added to the Agreement by a mutually agreed upon and signed Order Form or amendment to the Agreement.

2. CERTIFICATIONS AND ATTESTATIONS

2.1. Certifications and Attestations. ServiceNow shall establish and maintain sufficient controls to meet the objectives stated in ISO 27001 and SSAE 16 / SOC 1 and SOC 2 Type 2 (or equivalent standards) (collectively, the "**Standards**") for the information security management system supporting the Subscription Service. At least once per calendar year, ServiceNow shall perform an assessment against such Standards ("**Assessment**"). Upon Customer's written request, which shall be no more than once per calendar year, ServiceNow shall provide a summary of the Assessment(s) to Customer. Assessments shall be Confidential Information of ServiceNow.

2.2. Safe Harbor. ServiceNow shall maintain self-certified compliance under the U.S.-EU and U.S.-Swiss Safe Harbor Frameworks developed by the U.S. Department of Commerce regarding the collection, use and retention of Personal Data (defined in Section 6 below) from European Union member countries and Switzerland.

3. PHYSICAL, TECHNICAL AND ADMINISTRATIVE SECURITY MEASURES

The Security Program shall include the following physical, technical and administrative measures designed to protect Customer Data from unauthorized access, acquisition, use, disclosure, or destruction:

3.1. Physical Security Measures

(a) Data Center Facilities: (i) Physical access restrictions and monitoring that shall include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter deterrents (for example,



fencing, berms, guarded gates), on-site guards, biometric controls, CCTV, and secure cages; and (ii) fire detection and fire suppression systems both localized and throughout the data center floor.

(b) Systems, Machines and Devices: (i) Physical protection mechanisms; and (ii) entry controls to limit physical access.

(c) Media: (i) Industry standard destruction of sensitive materials before disposition of media; (ii) secure safe for storing damaged hard disks prior to physical destruction; and (iii) physical destruction of all decommissioned hard disks storing Customer Data.

3.2. Technical Security Measures

(a) Access Administration. Access to the Subscription Service by ServiceNow employees and contractors is protected by authentication and authorization mechanisms. User authentication is required to gain access to production and sub-production systems. Access privileges are based on job requirements and are revoked upon termination of employment or consulting relationship. Production infrastructure includes appropriate user account and password controls (for example, the required use of virtual private network connections, complex passwords with expiration dates, and a two-factored authenticated connection) and is accessible for administration.

(b) Logging and Monitoring. The production infrastructure log activities are centrally collected and are secured in an effort to prevent tampering and are monitored for anomalies by a trained security team.

(c) Firewall System. An industry-standard firewall is installed and managed to protect ServiceNow systems by residing on the network to inspect all ingress connections routed to the ServiceNow environment.

(d) Vulnerability Management. ServiceNow conducts periodic independent security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, ServiceNow will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with ServiceNow's then current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in all production systems.

(e) Antivirus. ServiceNow updates anti-virus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.

(f) Change Control. ServiceNow ensures that changes to platform, applications and production infrastructure are evaluated to minimize risk and are implemented following ServiceNow's standard operating procedure.

3.3. Administrative Security Measures

(a) Data Center Inspections. ServiceNow performs routine reviews at each data center to ensure that it continues to maintain the security controls necessary to comply with the Security Program.

(b) Personnel Security. ServiceNow performs background and drug screening on all employees and all contractors who have access to Customer Data in accordance with ServiceNow's then current applicable standard operating procedure and subject to applicable law.

(c) Security Awareness and Training. ServiceNow maintains a security awareness program that includes appropriate training of ServiceNow personnel on the Security Program. Training is conducted at time of hire and periodically throughout employment at ServiceNow.

(d) Vendor Risk Management. ServiceNow maintains a vendor risk management program that assesses all vendors that access, store, process or transmit Customer Data for appropriate security controls and business disciplines.



4. DATA PROTECTION AND SERVICE CONTINUITY

4.1. Data Centers; Data Backup. ServiceNow shall host Customer's instances in primary and secondary SSAE 16 Type II or ISO 27001 certified (or equivalent) data centers in the geographic regions specified on the Order Form for the Subscription Term. Each data center includes full redundancy (N+1) and fault tolerant infrastructure for electrical, cooling and network systems. The deployed servers are enterprise scale servers with redundant power to ensure maximum uptime and service availability. The production database servers are replicated in near real time to a mirrored data center in a different geographic region. Each customer instance is supported by a network configuration with multiple connections to the Internet. ServiceNow backs up all Customer Data in accordance with ServiceNow's standard operating procedure.

4.2. Personnel. In the event of an emergency that renders the customer support telephone system unavailable, all calls are routed to an answering service that will transfer to a ServiceNow telephone support representative, geographically located to ensure business continuity for support operations.

5. INCIDENT MANAGEMENT AND BREACH NOTIFICATION

5.1. Incident Monitoring and Management. ServiceNow shall monitor, analyze and respond to security incidents in a timely manner in accordance with ServiceNow's standard operating procedure. Depending on the nature of the incident, ServiceNow security group will escalate and engage response teams necessary to address an incident.

5.2. Breach Notification. Unless notification is delayed by the actions or demands of a law enforcement agency, ServiceNow shall report to Customer the unauthorized acquisition, access, use, disclosure or destruction of Customer Data (a "Breach") promptly following determination by ServiceNow that a Breach occurred. The initial report shall be made to Customer security contact(s) designated in ServiceNow's customer support portal. ServiceNow shall take reasonable measures to promptly mitigate the cause of the Breach and shall take reasonable corrective measures to prevent future Breaches. As information is collected or otherwise becomes available to ServiceNow and unless prohibited by law, ServiceNow shall provide information regarding the nature and consequences of the Breach that are reasonably requested to allow Customer to notify affected individuals, government agencies and/or credit bureaus. Customer is solely responsible for determining whether to notify impacted Data Subjects (defined in 6.1 below) and for providing such notice, and for determining if regulatory bodies or enforcement commissions applicable to Customer or Customer Data need to be notified of a Breach.

5.3. Customer Cooperation. Customer agrees to cooperate with ServiceNow in maintaining accurate contact information in the customer support portal and by providing any information that is reasonably requested to resolve any security incident, identify its root cause(s) and prevent a recurrence.

6. DATA PROCESSING GUIDELINES; COMPLIANCE WITH LAWS

6.1. Customer as Data Controller. Customer acknowledges that in relation to Personal Data supplied and/or processed under the Agreement it acts as Controller and it warrants that it will duly observe all of its obligations under all applicable laws and regulations of the European Union, the European Economic Area and their member states regarding the processing of Personal Data (collectively referred to as "Data Protection Laws") including, without limitation, obtaining and maintaining all necessary notifications and obtaining and maintaining all necessary Data Subject Consents. Customer shall (i) have sole responsibility for the accuracy, quality, integrity, legality and reliability of Personal Data and of the means by which it acquired Personal Data, (ii) ensure that data processing instructions given to ServiceNow comply with applicable Data Protection Laws, and (iii) comply with all applicable Data Protection Laws in collecting, compiling, storing, accessing and using Personal Data in connection with the Subscription Service. For the purposes of this Data Security Guide, "Personal Data", "Controller", "Data Subject" and "Data Subject Consent" shall have the meaning given to these terms in Directive 95/46/EC. For clarity, "process" or "processing" means any operation or set of operations performed upon Customer Data.

6.2. ServiceNow as Data Processor. ServiceNow shall process or otherwise use Personal Data (including possible onward transfers) on behalf of Customer solely for the purpose of providing the services



described in the Agreement and only in accordance with Customer's lawful instructions (limited to those instructions which ServiceNow can reasonably carry out in the provision of the Subscription Service), the terms of the Agreement, and this Data Security Guide. ServiceNow shall ensure that those employees to whom it grants access to such Personal Data are directed to keep such Personal Data confidential and are informed of any additional data protection obligations applicable to such Personal Data. ServiceNow shall, to the extent legally permitted, promptly notify Customer with respect to any request or communication ServiceNow receives from any regulatory authority in relation to any data processing activities ServiceNow conducts on behalf of Customer. In addition, ServiceNow will cooperate and assist Customer, at Customer's cost, in relation to any such request and to any response to any such communication. ServiceNow will pass on to the Customer any requests of a Data Subject to access, delete, correct, or block Personal Data processed under the Agreement. If ServiceNow is compelled by law to disclose Customer's information as part of a civil proceeding to which Customer is a party, and Customer is not contesting the disclosure, Customer will reimburse ServiceNow for its reasonable cost of compiling and providing secure access to that information. ServiceNow shall, to the extent legally permitted, promptly notify Customer with respect to the above civil proceeding disclosure.

6.3. Subcontractors. ServiceNow may engage subcontractors for processing Customer Data under the Agreement, provided ServiceNow shall ensure compliance by such subcontractor(s) with the requirements of this Section 6 by entering into written agreements with such subcontractors which provide that the subcontractor will apply the Safe Harbor principles to the processing of Personal Data. ServiceNow's use of any subcontractor will not relieve, waive or diminish any obligation ServiceNow has under the Agreement or this Data Security Guide.

7. PENETRATION TESTS

7.1. By a Third Party. ServiceNow contracts with third party vendors to perform an annual penetration test on the ServiceNow platform to identify risks and remediation that help increase security.

7.2. By Customer. No more than once per calendar year Customer may request to perform, at its own expense, an application penetration test of its instances of the Subscription Service. Customer shall notify ServiceNow in advance of any test by submitting a request using ServiceNow's online support portal and completing a penetration testing agreement. ServiceNow and Customer must agree upon a mutually acceptable time for the test; and Customer shall not perform a penetration test without ServiceNow's express written authorization. The test must be of reasonable duration, and must not interfere with ServiceNow's day-to-day operations. Promptly upon completion of the penetration test, Customer shall provide ServiceNow with the test results including any detected vulnerability. Upon such notice, ServiceNow shall, consistent with industry standard practices, use all commercially reasonable efforts to promptly make any necessary changes to improve the security of the Subscription Service. Customer shall treat the test results as Confidential Information of ServiceNow.

8. SHARING THE SECURITY RESPONSIBILITY

8.1. Product Capabilities. The Subscription Service has the capabilities to: (i) authenticate users before access; (ii) encrypt passwords; (iii) allow users to manage passwords; and (iv) prevent access by users with an inactive account. Customer manages each user's access to and use of the Subscription Service by assigning to each user a credential and user type that controls the level of access to the Subscription Service.

8.2. Customer Responsibilities. ServiceNow provides the cloud environment that permits Customer to use and process Customer Data in the Subscription Service. The architecture in the Subscription Service includes, without limitation, column level encryption functionality and the access control list engine. Customer shall be responsible for using the column level encryption functionality and access control list engine for protecting all Customer Data containing sensitive data, including without limitation, credit card numbers, social security numbers, financial and health information, and sensitive personal data. Customer is solely responsible for the results of its decision not to encrypt such sensitive data. ServiceNow protects all Customer Data in the ServiceNow cloud infrastructure equally in accordance with this Data Security Guide, regardless of the classification of the type of Customer Data. Customer shall be responsible for protecting the confidentiality of each user's login and password and shall manage each user's access to the Subscription Service.



8.3. Customer Cooperation. Customer shall promptly apply any application upgrade that ServiceNow determines is necessary to maintain the security, performance or availability of the Subscription Service.

8.4. Limitations. Notwithstanding anything to the contrary in the Agreement or this Data Security Guide, ServiceNow's obligations extend only to those systems, networks, network devices, facilities and components over which ServiceNow exercises control. This Data Security Guide does not apply to: (i) information shared with ServiceNow that is not data stored in its systems using the Subscription Service; (ii) data in Customer's virtual private network (VPN) or a third party network; or (iii) any data processed by Customer or its users in violation of the Agreement or this Data Security Guide.

Order Form



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

Order Number
ORD1617619-1

Pricing Expiration: 29 Jun 2022

SNC Account Exec	Ed Purdy
Phone	
E-mail	edward.purdy@servicenow.com

Customer Invoice Address	Customer Ship To Address
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Company Name Riverside County (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 Osbaldo Verboonen Title Service Desk Supervisor Phone 951-599-9155 E-mail o.verboonen@ruhealth.org Account # ACCT0072585	Company Name Riverside County (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 Constant Saulet Title IT MANAGER IV Phone +1951-358-7278 E-mail c.saulet@ruhealth.org
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Reference Contract #(s) CON1308172	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)
PROD17107	ServiceNow® I2 Strategic Portfolio Management Professional	SPM User	182	36 Months	30 Jun 2022	29 Jun 2025	\$ 33.00	\$ 72,072.00	\$ 216,216.00
PROD12730	ServiceNow® I2 Agile Team	Module	1	36 Months	30 Jun 2022	29 Jun 2025	\$ 0.00	\$ 0.00	\$ 0.00
PROD13187	ServiceNow® I2 Business Stakeholder User	Business Stakeholder User	20	36 Months	30 Jun 2022	29 Jun 2025	\$ 6.60	\$ 1,584.00	\$ 4,752.00
PROD11664	ServiceNow® I2 IntegrationHub Enterprise	Transactions	1	36 Months	30 Jun 2022	29 Jun 2025	\$ 3,168.00	\$ 38,016.00	\$ 114,048.00
PROD11661	ServiceNow® I2 IntegrationHub Starter	Transactions	1	36 Months	30 Jun 2022	29 Jun 2025	\$ 0.00	\$ 0.00	\$ 0.00
PROD16196	ServiceNow® I2 Hardware Asset Management Professional	Subscription Unit	500	36 Months	30 Jun 2022	29 Jun 2025	\$ 1.06	\$ 6,360.00	\$ 19,080.00
PROD15510	ServiceNow® I2 Software Asset Management Professional	Subscription Unit	500	36 Months	30 Jun 2022	29 Jun 2025	\$ 2.11	\$ 12,660.00	\$ 37,980.00
PROD17372	ServiceNow® I2 IT Service Management Professional	Fulfiller User	200	36 Months	30 Jun 2022	29 Jun 2025	\$ 39.60	\$ 95,040.00	\$ 285,120.00

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Product Code	Subscription Product Name	Type	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Monthly)	Net Price (Annual)	Net Price (Total)
PROD17551	ServiceNow® I2 IT Service Management Professional	Included Student Fulfiller	100	36 Months	30 Jun 2022	29 Jun 2025	\$ 0.00	\$ 0.00	\$ 0.00
PROD14061	ServiceNow® I2 Workplace Service Delivery Basic	Workplace User	32	36 Months	30 Jun 2022	29 Jun 2025	\$ 0.00	\$ 0.00	\$ 0.00
PROD12353	ServiceNow® I2 Grandfathered Custom Tables	Custom Tables	45	36 Months	30 Jun 2022	29 Jun 2025	\$ 0.00	\$ 0.00	\$ 0.00
PROD15606	ServiceNow® I2 Field Service Management Standard	Fulfiller User	170	36 Months	30 Jun 2022	29 Jun 2025	\$ 0.00	\$ 0.00	\$ 0.00
PROD15147	ServiceNow® I2 ITOM Discovery	Subscription Unit	250	36 Months	30 Jun 2022	29 Jun 2025	\$ 2.11	\$ 6,330.00	\$ 18,990.00
Subscription Product SubTotal								\$ 232,062.00	\$ 696,186.00

Education, Knowledge and Professional Services Subtotal **\$ 0.00**
Pre-tax Total **\$ 696,186.00**
 Estimated Taxes TBD
Estimated Grand Total **\$ 696,186.00**

Invoice Schedule	Invoice Date	Amount	Est Taxes	Grand Total
Annual Subscription Fee	Upon Signature	\$ 232,062.00	TBD	\$ 232,062.00
Annual Subscription Fee	May 30, 2023	\$ 232,062.00	TBD	\$ 232,062.00
Annual Subscription Fee	May 30, 2024	\$ 232,062.00	TBD	\$ 232,062.00
		\$ 696,186.00	TBD	\$ 696,186.00

Hosting Details	
ServiceNow # of Instances:	1 Production 4TB Storage Limit, 3 Non Production 4TB Storage Limit
Instance Names:	ruhspod, ruhssbx, ruhstest, ruhsdev
Customer ServiceNow Admin:	Constant Saulet
Email:	c.saulet@ruhealth.org
Data Center Region:	United States

Terms and Conditions

This Order Form is issued under and is incorporated into the signed definitive agreement(s) with the reference number(s) set forth above ("Master Agreement"). This Order Form is subject to the confidentiality provisions of the Master Agreement including Section 6 ("Confidential Information"). If any provision of this Order Form conflicts with the Master Agreement, then this Order Form shall control. Customer shall limit the types and number of ServiceNow applications, Custom Applications, users and their permitted roles, and other use restrictions to those specified in this Order Form.

Use of Customer Name - ServiceNow shall not publicly disclose the name of the Customer without ServiceNow receiving such Customer's prior written permission.

New Business Model Prices - Subscriptions purchased in accordance with this section will only be purchased for the remainder of the then current Subscription Term. During the course of the Subscription Term with Customer, if ServiceNow offers more favorable pricing under the Internet2 Net+ Program for a subscription product purchased on this Order Form, Customer may choose to add additional quantities at the more favorable price for the remainder of the Subscription Term, provided that:

- (i) the additional quantities are subject to the same entitlements as the current subscription;
- (ii) the additional quantities purchased exceed 10% of the current subscription of the product;
- (iii) the additional subscriptions co-terminate with the current Subscription Term End Date; and
- (iv) the unit prices for the quantities purchased on this Order Form are not modified for the duration of the Subscription Term.

Renewal - Upon expiration of the Subscription Term of this Order Form, for any immediately subsequent renewal quote, Customer may accept the newest Internet2 Net+ Program Business Model as long as the increase in annual Order Form value aggregated across all Order Forms with an active Subscription Term, is at least 5%. If Customer chooses to continue with subscriptions on the then current Order Form, ServiceNow shall have the right to increase the Subscription Fees for each Subscription Product on this Order Form ("Renewal Product") by 5% of the Subscription Fees of each product in this Order Form, provided that:

- (i) the Renewal Product continues to be made commercially available by ServiceNow at the time of the renewal order; and if not, then the renewal order shall be for ServiceNow's then available product that is substantially equivalent to the Renewal Product;
- (ii) the pricing model for the Renewal Product continues to be made available by ServiceNow at the time of the renewal order;
- (iii) the units of each Renewal Product to be purchased are equal to or greater than the sum of all the units for that product in all the order forms placed by Customer up to the expiration of the subscription term on this order form;
- (iv) the renewal order is for a minimum of a 36-month subscription term;
- (v) Customer places the renewal order before the expiration of the Subscription Term on this Order Form; and
- (vi) the renewal order is on mutually agreeable terms and conditions. For clarity, the foregoing does not apply to, without limitation, new products that are offered for sale after the date of this Order Form, products not ordered on this Order Form or professional services, training or events.

Payment Terms

If Customer issues a purchase order ("PO"), any additional or conflicting terms appearing in a PO shall not amend the Order Form or the Agreement. Upon request, ServiceNow shall reference the PO number on its invoices (solely for administrative convenience) so long as Customer provides the PO 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 ordered hereunder 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 or students, alumni or others given access to the subscription service by Customer. Each User must be assigned a unique username and password that may not be shared or transferred. Only employees and contractors that have a user profile in the subscription service which is designated as "active" may be given access to the subscription service.

"Approver User" is any User given the ServiceNow provided "Approver" role in the subscription service by Customer and no other role. An Approver User may only perform the functions set forth in the table below for Approver.

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

"Fulfiller User" is any User given a role in the subscription service by Customer other than the Approver role. A Fulfiller User may only perform the functions set forth in the table below for Fulfiller.

"Student Fulfillers" are Fulfiller Users designated by the institution that will work no more than twenty (20) hours per week within the ServiceNow platform. The validation of these users will be a specific identification as Student Employee, and the determination that they are students be cross-referenced to their role within the master log (LDAP, Active Directory, etc.) for the institution. It is the responsibility of the Customer to create and monitor this role. Measurement - For purposes of auditing, Student Fulfillers are active Users who have a last login time within the prior 365 days and are assigned at least one Fulfiller role.

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

"Requester User" is any User without a role. A Requester User may perform only the functions defined in the table below for Requester.

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	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
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CUSTOM TABLE CREATION AND INSTALLATION

The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product. A "Custom Table" is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform and used for any purpose, including the creation of a custom application, unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on <https://www.servicenow.com/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.

SUBSCRIPTION PRODUCTS

Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
<p>PROD17107 ServiceNow® I2 Strategic Portfolio Management Professional</p>	<p>Included Applications: Project Portfolio Management; Demand Management; Agile Development; Digital Portfolio Management; Scaled Agile Framework; Test Management; Release Management; Resource Management; Financial Planning; Investment Funding; Innovation Management; Alignment Planner Workspace; Predictive Intelligence; Virtual Agent; and Performance Analytics</p> <p>Usage of Strategic Portfolio Management (SPM) Professional is limited to the number of SPM Users. An SPM User is defined as any User with the right to access one or more of the SPM Applications above and may perform any or all functions within the SPM Applications.</p> <p>Alignment Planner Workspace: Customer is granted the right to build and maintain roadmaps of projects, demands, SAFE epics, SAFE features, scrum epics and programs.</p> <p>Virtual Agent includes 1000 Virtual Agent Conversation Transactions per SPM User per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic.</p> <p>Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s).</p> <p>Performance Analytics, Virtual Agent, and Predictive Intelligence: Use rights apply only to SPM Professional Applications and included App Engine Starter 5 Custom Tables.</p> <p>App Engine Starter 5: Customer is granted the right to create or install up to 5 Custom Tables and to grant each SPM User the right to access those Custom Tables.</p>
<p>PROD12730 ServiceNow® I2 Agile Team</p>	<p>Included Applications: Agile Development and Test Management All Users may use the above applications.</p>
<p>PROD13187 ServiceNow® I2 Business Stakeholder User</p>	<p>A Business Stakeholder User may approve requests, view all records and view and drill through reports within the IT Business Management, IT Service Management, or Now Platform® App Engine - Fulfiller User Subscription Products to which the Customer is subscribed.</p> <p>Use of Business Stakeholder right with Custom Tables requires: (i) use of the ServiceNow created approvals module; and (ii) creation of a read role on the Custom Table associated with the Business Stakeholder role.</p> <p>IT Service Management (formerly: Service Management Suite; IT Service Automation) IT Business Management (formerly: Service Strategy) Now Platform® App Engine - Fulfiller User (formerly: CreateNow; Platform Runtime)</p> <p>The following Application(s) became available in the family release indicated: Business Stakeholder - New York</p>
<p>PROD11664 ServiceNow® I2 IntegrationHub Enterprise</p>	<p>IntegrationHub Enterprise includes Orchestration (Activity Designer; Activity Packs; Password Reset; and Client Software Distribution Application) and entitlement for up to 5,000,000 IntegrationHub Transactions annually (unused Transactions expire annually).</p> <p>IntegrationHub Enterprise includes Protocols and Spokes as set forth in the IntegrationHub Overview 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.</p> <p>An IntegrationHub Transaction is defined as any external call originating from, initiated by, or part of, a flow within Flow Designer or Workflow.</p> <p>Additional annual Transactions require the purchase of a separate IntegrationHub package.</p>

<p>PROD11661 ServiceNow® I2 IntegrationHub Starter</p>	<p>IntegrationHub Starter includes entitlement for up to 1,000,000 IntegrationHub Transactions annually (unused Transactions expire annually).</p> <p>IntegrationHub Starter includes Protocols and Spokes as set forth in the IntegrationHub Overview 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.</p> <p>An IntegrationHub Transaction is defined as any external call originating from, initiated by, or part of, a flow within Flow Designer.</p> <p>Additional annual Transactions require the purchase of a separate IntegrationHub package.</p>
<p>PROD16196 ServiceNow® I2 Hardware Asset Management Professional</p>	<p>Included Applications: Hardware Asset Management; and Performance Analytics</p> <p>Includes entitlement for up to the number of Subscription Units purchased.</p> <p>A Subscription Unit is a unit of measure applied to Managed IT Resources using Defined Ratios. A list of Managed IT Resources and Defined Ratios for a Subscription Unit are set forth in the Hardware Asset Management (HAM) - ServiceNow Subscription Unit Overview 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.</p> <p>Performance Analytics: Use rights apply only to Hardware Asset Management Professional Applications and included App Engine Starter Custom Tables.</p> <p>App Engine Starter 5: Customer is granted the right to create or install up to 5 Custom Tables and to grant each User the right to access those Custom Tables as an Unrestricted User. An Unrestricted User is every User that is assigned a unique username and has a user profile in the Subscription Service designated as "active".</p> <p>The following Application(s) became available according to the release indicated below: Paris - Hardware Asset Management</p>
<p>PROD15510 ServiceNow® I2 Software Asset Management Professional</p>	<p>Included Applications: Software Asset Management; Software Spend Detection; Performance Analytics; and Client Software Distribution</p> <p>Includes entitlement for up to the number of Subscription Units purchased.</p> <p>A Subscription Unit is a unit of measure applied to Managed IT Resources using Defined Ratios. A list of Managed IT Resources, and Defined Ratios for a Subscription Unit, are set forth in the Software Asset Management - ServiceNow Subscription Unit Overview 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.</p> <p>Performance Analytics use rights apply only to Software Asset Management Professional Applications and included Bundled Custom Tables.</p> <p>Client Software Distribution for limited use of uninstalling software through the Software Asset Management Application for license harvesting.</p> <p>App Engine Starter 5: Customer is granted the right to create or install up to 5 Custom Tables and to grant each User the right to access those Custom Tables as an Unrestricted User. An Unrestricted User is every User that is assigned a unique username and has a user profile in the Subscription Service designated as "active".</p>

<p>PROD17372 ServiceNow® I2 IT Service Management Professional</p>	<p>Included Applications: Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Continual Improvement Management; Digital Portfolio Management; Financial Modeling; DevOps Change Velocity; Mobile Publishing; Vendor Manager Workspace; Universal Request Pro; Predictive Intelligence; Virtual Agent; and Performance Analytics</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users.</p> <p>Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic.</p> <p>Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s).</p> <p>Performance Analytics, Virtual Agent, Predictive Intelligence, and Universal Request Pro use rights apply only to IT Service Management Professional Applications and App Engine Starter 50 Custom Tables.</p> <p>App Engine Starter 50: Customer is granted the right to create or install up to 50 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables and perform the actions granted to that User Type.</p> <p>The following Application(s) became available in the family release indicated below:</p> <p>San Diego - Digital Portfolio Management and DevOps Change Velocity (Formerly: DevOps and DevOps Insights)</p>
<p>PROD17551 ServiceNow® I2 IT Service Management Professional</p>	<p>Included Applications: Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Continual Improvement Management; Digital Portfolio Management; Financial Modeling; DevOps Change Velocity; Mobile Publishing; Vendor Manager Workspace; Universal Request Pro; Predictive Intelligence; Virtual Agent; and Performance Analytics</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users.</p> <p>Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic.</p> <p>Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s).</p> <p>Performance Analytics, Virtual Agent, Predictive Intelligence, and Universal Request Pro use rights apply only to IT Service Management Professional Applications and App Engine Starter 50 Custom Tables.</p> <p>App Engine Starter 50: Customer is granted the right to create or install up to 50 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables and perform the actions granted to that User Type.</p> <p>The following Application(s) became available in the family release indicated below:</p> <p>San Diego - Digital Portfolio Management and DevOps Change Velocity (Formerly: DevOps and DevOps Insights)</p>
<p>PROD14061 ServiceNow® I2 Workplace Service Delivery Basic</p>	<p>Included Applications: Workplace Case Management</p> <p>Usage is limited to the number of Workplace Users. A Workplace User is defined as any User with the right to access one or more of the Workplace Service Delivery Applications above. A Workplace User may perform any or all functions within the Workplace Service Delivery Applications.</p> <p>The following application(s) became available according to the release indicated below.</p> <p>Workplace Case Management - New York</p>
<p>PROD12353 ServiceNow® I2 Grandfathered Custom Tables</p>	<p>Usage is limited to the number of Grandfathered Custom Tables.</p> <p>Grandfathered Custom Tables are the Custom Tables created, installed or granted at the time of Customer's initial order of the Grandfathered Custom Tables Subscription Product.</p> <p>All Users are granted Unrestricted User use rights for Grandfathered Custom Tables. An Unrestricted User may perform any or all functions for all User Types above.</p> <p>Customer is granted use of Mobile Studio with Grandfathered Custom Tables</p> <p>Grandfathered Custom Tables may not be transferred, reused, or otherwise classified as another Custom Table type. If a Grandfathered Custom Table is deleted no other Custom Table may be classified as a Grandfathered Custom Table to take its place.</p>

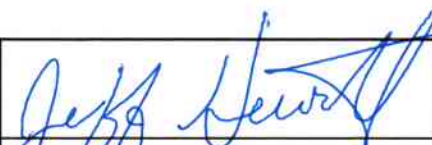
<p>PROD15606 ServiceNow® I2 Field Service Management Standard</p>	<p>Included Applications: Field Service Management (FSM); Cost Management for FSM; Planned Maintenance for FSM; Asset Management for FSM; and Contractor Management</p> <p>Usage is limited by the number of purchased Fulfiller Users, Requester Users are not included in the Fulfiller User count and are not subject to Field Service Management Standard Subscription Product fees.</p> <p>Notwithstanding the above, External Users subscribed to a Customer Service Management product may create and view FSM work orders and appointments of their own or related accounts.</p> <p>App Engine Starter 5: Customer is granted the right to create or install up to 5 Custom Tables and to grant each Fulfiller User, Requester User and External User the right to access those Custom Tables and perform the actions granted to that User Type as defined in the User Type Definition.</p> <p>The following application(s) became available according to the release indicated below.</p> <p>Paris - Contractor Management</p>
<p>PROD15147 ServiceNow® I2 ITOM Discovery</p>	<p>Included Applications: Discovery</p> <p>Includes entitlement for up to the number of Subscription Units purchased.</p> <p>A Subscription Unit is a unit of measure applied to Managed IT Resources using Defined Ratios. A list of Managed IT Resources and Defined Ratios for a Subscription Unit are set forth in the IT Operations Management (ITOM) - ServiceNow Subscription Unit Overview on 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.</p> <p>Bundled Custom Tables: Customer is granted the right to create or install up to 5 Custom Tables and to grant each User the right to access those Custom Tables as an Unrestricted User. An Unrestricted User is every User that is assigned a unique username and has a user profile in the Subscription Service designated as "active".</p>

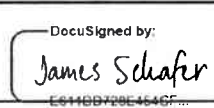
ACKNOWLEDGED AND AGREED:

Customer: Riverside County (Riverside University Health System)

ServiceNow, Inc., a Delaware Corporation

ATTEST:
 KECIA R. HARPER, Clerk
 By *Judy Maatney*
 DEPUTY

Signature:	
Name:	Jeff Hewitt
Title:	Chair of the Board, Board of Supervisors
Date:	JUN 28 2022

Signature:	DocuSigned by: 
Name:	James Schafer
Title:	Sr Director OTC
Date:	June 6, 2022 12:26:36 PDT

APPROVED AS TO FORM:

County Counsel

By: *Esen Sainz*

Jun 2, 2022

Esen Sainz
 Deputy County Counsel

JUN 28 2022 15.2

ADDENDUM

THIS ADDENDUM (" **Addendum** ") pertains to the referenced contract number identified in the attached ordering document or "Agreement" as defined in the initial ordering document for the Subscription Term, 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 to include this Addendum for the Subscription Term of the attached ordering document as follows:

DEFINITIONS

" **Confidential Information** " includes, without limitation, the trade secrets and other confidential information of Customer which is not generally known to the public, or which is generated or collected by or utilized in the operations of the Customer and other information that, due to the nature of the information or circumstances of disclosure, a party would understand it to be confidential information.

" **Financial Transaction Data** " means all data imported into the transactions tables in the Software Spend Detection application.

" **Personal Data** " means any sensitive data, including credit card numbers, social security and other government-issued identification numbers, financial and health information, any personal data deemed sensitive or "special categories of personal data" under data protection laws, and any other information that relates to an identified or identifiable living individual.

" **Prediction Field Data** " shall mean the Financial Transaction Data in the following fields:

- **Vendor Name**
- **Description**
- **GL Account (or "expense category")**

" **Software Asset Management Content Service** " shall mean ServiceNow's service which includes: (a) functionality for analyzing Financial Transaction Data; and (b) improving the accuracy of the Software Spend Detection application's predictions, and the Subscription Service.

TERMS OF USE FOR SOFTWARE SPEND DETECTION APPLICATION

Customer agrees on behalf of itself and its users that by using the Software Spend Detection application, Customer's Prediction Field Data will be sent from Customer's instance of the Subscription Service to ServiceNow's artificial intelligence service in the ServiceNow data center where Customer's instance is hosted. Any Prediction Field Data sent to the artificial intelligence service will be used to make predictions that will be returned to Customer and the Prediction Field Data will not be retained in the artificial intelligence service.

Customer shall be responsible for removing any Personal Data or Confidential Information in the Prediction Field Data prior to such data being sent to the artificial intelligence service. Notwithstanding anything to the contrary herein or in the Agreement, Customer acknowledges and agrees that ServiceNow shall not be liable for any damages arising from Customer's failure to remove Personal Data or Confidential Information for the Prediction Field Data.

ADDITIONAL TERMS OF USE FOR CONTENT SERVICE FOR SOFTWARE SPEND DETECTION APPLICATION

In addition to the Terms of Use for Software Spend Detection Application described above, Customer agrees on behalf of itself and its users that by activating the Software Asset Management Content Service in the Software Spend Detection application, Customer's Prediction Field Data will be sent from Customer's instance of the Subscription Service to the Software Asset Management Content Service in one of ServiceNow's data centers, which may be outside the ServiceNow data center where Customer's instance is hosted, to further improve the Software Spend Detection application. Notwithstanding anything to the contrary in any agreement between ServiceNow and Customer, Customer authorizes ServiceNow to use and store Customer's Prediction Field Data solely to improve the Subscription Service beyond the Subscription Term.

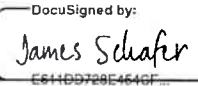
IN CONSIDERATION OF THE ABOVE, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

Customer: Riverside County (Riverside University Health System)

ServiceNow, Inc., a Delaware Corporation

ATTEST:
KECIA R. HARPER, Clerk
By *Subj. Mantz*
DEPUTY

Signature:	
Name:	Jeff Hewitt
Title:	Chair of the Board, Board of Supervisors
Date:	JUN 28 2022

Signature:	DocuSigned by:  E611DD728E4640F...
Name:	James Schafer
Title:	Sr Director OTC
Date:	June 6, 2022 12:26:36 PDT

APPROVED AS TO FORM:
County Counsel

Esen Sainz
By: _____
Esen Sainz
Deputy County Counsel