

procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Carahsoft may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by Carahsoft, County shall notify Carahsoft no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.
4. **Limit of Appropriation.** Carahsoft clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Three Hundred Five Thousand, Four Hundred Thirteen, and 00/100 dollars (\$305,413.00), specifically allocated to fully discharge any and all liabilities County may incur. Carahsoft does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Carahsoft may become entitled to and the total maximum sum that County may become liable to pay to Carahsoft shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Five Thousand, Four Hundred Thirteen, and 00/100 dollars (\$305,413.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act and Open Meetings Act.** Carahsoft expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Carahsoft shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Carahsoft expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision

in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Carahsoft or any other party for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Carahsoft in any way associated with the Agreement.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Carahsoft hereby verifies that Carahsoft and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Carahsoft does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Carahsoft does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Carahsoft does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CARAHSOFT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
11. **Use of Customer Name.** Carahsoft may use County's name without County's prior written consent only in any of Carahsoft's customer lists, any other use must be approved in advance by County.
12. **Performance Warranty.** Carahsoft warrants to County that Carahsoft has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Carahsoft will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Carahsoft warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A, and DIR Contract Number DIR-TSO-4288.
13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract Number DIR-TSO-4288, then the terms and conditions of DIR Contract Number DIR-TSO-4288 controls to the extent of the conflict.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
16. **Independent Contractor.** In the performance of work or services hereunder, Carahsoft shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Carahsoft or, where permitted, of its subcontractors. Carahsoft and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed

to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

17. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
19. **Compliance with Laws.** Carahsoft shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Carahsoft shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
20. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
21. **Remote Access.** As applicable, if Carahsoft requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Carahsoft's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Carahsoft is granted remote access to County Systems:
 - (A). Carahsoft will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Director of Information Technology and Chief Information Officer.
 - (B). Carahsoft will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Carahsoft will not access County Systems via unauthorized methods.
 - (C). Carahsoft's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - (D). Remote access is restricted only to County Systems necessary for Carahsoft to provide Services to County pursuant to this Agreement.
 - (E). Carahsoft will allow only its Workforce approved in advance by County to access County Systems. Carahsoft will promptly notify County whenever an individual member of Carahsoft's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Carahsoft will keep a log of access when its Workforce remotely accesses County Systems. Carahsoft will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These

requests may be used to confirm compliance with these terms and/or to investigate a security incident.

- (F). If any member(s) of Carahsoft's Workforce is provided with remote access to County Systems, then Carahsoft's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Carahsoft to comply with this Section may result in Carahsoft and/or Carahsoft's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Carahsoft, is under the direct control of Carahsoft, whether or not they are paid by Carahsoft and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

CARASOFT TECHNOLOGY CORPORATION

KP George, County Judge

Kristina Smith
Authorized Agent – Signature

Date

Kristina Smith
Authorized Agent- Printed Name

ATTEST:

Contracts Manager
Title

Laura Richard, County Clerk

12/07/2022
Date

REVIEWED:

Robyn Doughtie
Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Carahsoft's Quote (Quote No. 36370024)

Exhibit A

GOVERNMENT - PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Robyn Doughtie
 Director, Information Technology & Chief Information Officer
 Fort Bend County, TX
 500 Liberty St
 Richmond, TX 77469

FROM: Michael Edwards
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: robyn.doughtie@fortbendcountytx.gov

EMAIL: Michael.Edwards@carahsoft.com

PHONE: (281) 341-4574

PHONE: (703) 889-9761

FAX: (703) 871-8505

TERMS: DIR Contract No. DIR-TSO-4288
 Expiration Date: February 21, 2025
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Texas VID#: 1522189693700
 Sales Tax May Apply

QUOTE NO: 36370024
QUOTE DATE: 10/24/2022
QUOTE EXPIRES: 12/26/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$305,413.00

TOTAL QUOTE: \$305,413.00

| LINE NO. | PART NO. | DESCRIPTION | RATE PER MONTH | NO.MONTHS | QTY | EXTENDED PRICE |
|-------------------------------|-----------|---|----------------|-----------|-------------|----------------|
| YEAR 1- DUE AT SIGNING | | | | | | |
| 1 | PROD12492 | ServiceNow® Agile Team - Module (Monthly) ServiceNow | RATE: \$0.00 | 12 | TX DIR 1 | \$0.00 |
| 2 | PROD15033 | ServiceNow® Software Asset Management Professional - Subscription Unit (Priced Monthly, 1 Year Term) ServiceNow | RATE: \$5.31 | 12 | TX DIR 1280 | \$81,561.60 |
| 3 | PROD15000 | ServiceNow® ITOM Discovery - Subscription Unit v2 (Priced Monthly, 1 Year Term) ServiceNow | RATE: \$5.31 | 12 | TX DIR 430 | \$27,399.60 |
| 4 | PROD16047 | ServiceNow® Hardware Asset Management Professional - Subscription Unit v2 (Priced Monthly, 1 Year Term) ServiceNow | RATE: \$2.66 | 12 | TX DIR 1280 | \$40,857.60 |
| 5 | PROD15338 | ServiceNow AI Search Starter ServiceNow | RATE: \$0.00 | 12 | TX DIR 1 | \$0.00 |
| 6 | PROD16378 | ServiceNow® Impact Base ServiceNow | RATE: \$0.00 | 12 | TX DIR 1 | \$0.00 |
| 7 | PROD17256 | IT Service Management Professional - Fulfiller User v3 ServiceNow | RATE: \$91.06 | 12 | TX DIR 130 | \$142,053.60 |
| 8 | PROD18250 | ServiceNow® Integration Hub Starter v2 - Transactions (Priced Monthly 1 Year Term) ServiceNow | RATE: \$0.00 | 12 | TX DIR 1 | \$0.00 |
| 9 | PROD17800 | ServiceNow® Business Stakeholder User v4 (Priced Monthly 1 Year Term) ServiceNow | RATE: \$24.65 | 12 | TX DIR 12 | \$3,549.60 |

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WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

| LINE NO. | PART NO. | DESCRIPTION | RATE PER MONTH | NO.MONTHS | QTY | EXTENDED PRICE |
|---------------------|-----------|---|----------------|-----------|--------------|---------------------|
| 10 | PROD17230 | ServiceNow Government Learning Credit Billed based off actual consumption of credits. Expire 12 months after purchase ServiceNow | RATE: \$0.97 | | TX DIR 10300 | \$9,991.00 |
| SUBTOTAL: | | | | | | \$305,413.00 |
| TOTAL PRICE: | | | | | | \$305,413.00 |
| TOTAL QUOTE: | | | | | | \$305,413.00 |

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| LINE NO. | PART NO. | DESCRIPTION | RATE PER MONTH | NO.MONTHS | QTY | EXTENDED PRICE |
|----------|----------|-------------|----------------|-----------|-----|----------------|
|----------|----------|-------------|----------------|-----------|-----|----------------|

Start Date: 12/27/22
 End Date: 12/26/23

Quote #36370024 with a Subscription Term Start Date of 12/27/2022 is referred to herein and in any Renewal Order or Follow-On Order (each as defined below) as the "Initial Order". Upon expiration of the Subscription Term of the Initial Order, for two (2) immediately subsequent mutually agreed renewal order forms each for a twelve (12) month subscription term (each, a "RenewalOrder") ServiceNow shall not increase the subscription fee rate for each Subscription Product on the Initial Order ("Renewal Product(s)"). Each Renewal Order subscription term start date shall begin the day after the subscription term end date of the immediately preceding order form.

1. Carahsoft Texas DIR Contract terms and conditions constitute the terms that guide this purchase. End Customer may request printed copies of the documents incorporated herein by reference by emailing us at ServiceNowSLED@carahsoft.com.
2. The end customer's access and use of the Subscription Offerings are pursuant to the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, and Data Processing Addendum. The Product and Use Definitions, Product Overview, and where applicable, the Service Descriptions for any purchased packaged professional services published as of the effective date of this quote at: <https://www.servicenow.com/upgrade-schedules.html> ("ServiceNow Subscription Service Terms"). End Customer may request printed copies of the documents incorporated herein by reference by emailing legal.request@servicenow.com. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms. Notwithstanding anything in the Agreement to the contrary, for the Subscription Term set forth herein, the CSA, as specified in the Agreement, shall mean the Customer Support Addendum at <https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/customer-support-addendum-upgradesjan2022.pdf>. End Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms.
3. ServiceNow, through Carahsoft, reserves the right to suspend access to Customer's instances should Customer not provide a valid purchase order prior to the contract term start date.
4. Learning Credits expire 12 months after the purchase date and are Learning Credits used are billed monthly in arrears. In the event that Learning credits are used for onsite training, Travel and Expenses will be charged per onsite training class where the trainer comes onsite. (Not to exceed \$2000 per onsite class). Terms for Education Services offerings are set forth on <https://www.servicenow.com/upgrade-schedules.html>

Government Learning Credits shall be invoiced on a monthly basis in arrears and based on consumption, with consumption occurring upon course registration or completion, as applicable. Unused Government Learning Credits will expire within one (1) Year of the date of the order, and customer will not be charged for unused credit.

5. Please include the following information on the purchase order to Carahsoft. If this information is not included, the order will not be accepted.
 - A. End User contact information. End User is the End Customer contact responsible for the ServiceNow system and communications regarding the system.
 - B. Carahsoft quotation number for this purchase order.
 - C. Statement of Work or Change Order (if applicable).

6.Subscription renewals are subject to an uplift not to exceed 10% year-over-year. Multi-year renewals incur one uplift.

- 6.1 For Renewal Orders and the Follow-On Order executed by the parties, the following conditions shall apply:
 - 6.2. the Renewal Products in the then expiring order continue to be made commercially available by ServiceNow at the time of the Renewal Order or Follow-On Order, and if not, then the Renewal Order or Follow-On Order shall be for ServiceNow's then available subscription product that is substantially equivalent to the Renewal Product in the expiring order (as determined by ServiceNow);
 - 6.3. the pricing model for the expiring order continues to be made available by ServiceNow at the time of the Renewal Order or Follow-On Order;
 - 6.4. all Renewal Products are purchased in quantities that are equal to or greater than the sum of all the units for all such Renewal Products in all the order forms placed by Customer up to the expiration of the Subscription Term on this Order Form;
 - 6.5. each Renewal Order and Follow-On Order are for non-refundable, non-cancellable twelve (12) month subscription terms; and
 - 6.6. Customer must place the Renewal Order or Follow-On Order before the expiration of the subscription term of the then expiring order form. 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, or any Support Account Management or Success product/service offering.

7. Send purchase orders to CSTechOM@carahsoft.com.

8. Please refer to the attached pages for any Additional Terms and Entitlements for this sale.

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| LINE NO. | PART NO. | DESCRIPTION | RATE PER MONTH | NO.MONTHS | QTY | EXTENDED PRICE |
|----------|----------|-------------|----------------|-----------|-----|----------------|
|----------|----------|-------------|----------------|-----------|-----|----------------|

SUGGESTED OPTIONS

| LINE NO. | PART NO. | DESCRIPTION | RATE PER MONTH | NO.MONTHS | QTY | EXTENDED PRICE |
|----------|----------|-------------|----------------|-----------|-----|----------------|
|----------|----------|-------------|----------------|-----------|-----|----------------|

YEAR 2- OPTION

| | | | | | | |
|----|-----------|---|---------------|----|-------------|--------------|
| 11 | PROD12492 | ServiceNow® Agile Team - Module (Monthly) ServiceNow | RATE: \$0.00 | 12 | TX DIR 1 | \$0.00 |
| 12 | PROD15033 | ServiceNow® Software Asset Management Professional - Subscription Unit (Priced Monthly, 1 Year Term) ServiceNow | RATE: \$5.31 | 12 | TX DIR 1280 | \$81,561.60 |
| 13 | PROD15000 | ServiceNow® ITOM Discovery - Subscription Unit v2 (Priced Monthly, 1 Year Term) ServiceNow | RATE: \$5.31 | 12 | TX DIR 430 | \$27,399.60 |
| 14 | PROD16047 | ServiceNow® Hardware Asset Management Professional - Subscription Unit v2 (Priced Monthly, 1 Year Term) ServiceNow | RATE: \$2.66 | 12 | TX DIR 1280 | \$40,857.60 |
| 15 | PROD15338 | ServiceNow AI Search Starter ServiceNow | RATE: \$0.00 | 12 | TX DIR 1 | \$0.00 |
| 16 | PROD16378 | ServiceNow® Impact Base ServiceNow | RATE: \$0.00 | 12 | TX DIR 1 | \$0.00 |
| 17 | PROD17256 | IT Service Management Professional - Fulfiller User v3 ServiceNow | RATE: \$91.06 | 12 | TX DIR 130 | \$142,053.60 |
| 18 | PROD18250 | ServiceNow® Integration Hub Starter v2 - Transactions (Priced Monthly 1 Year Term) ServiceNow | RATE: \$0.00 | 12 | TX DIR 1 | \$0.00 |
| 19 | PROD17800 | ServiceNow® Business Stakeholder User v4 (Priced Monthly 1 Year Term) ServiceNow | RATE: \$24.65 | 12 | TX DIR 12 | \$3,549.60 |

YEAR 2- OPTION SUBTOTAL:

\$295,422.00

YEAR 3- OPTION

| | | | | | | |
|----|-----------|---|--------------|----|-------------|-------------|
| 20 | PROD12492 | ServiceNow® Agile Team - Module (Monthly) ServiceNow | RATE: \$0.00 | 12 | TX DIR 1 | \$0.00 |
| 21 | PROD15033 | ServiceNow® Software Asset Management Professional - Subscription Unit (Priced Monthly, 1 Year Term) ServiceNow | RATE: \$5.31 | 12 | TX DIR 1280 | \$81,561.60 |
| 22 | PROD15000 | ServiceNow® ITOM Discovery - Subscription Unit v2 (Priced Monthly, 1 Year Term) ServiceNow | RATE: \$5.31 | 12 | TX DIR 430 | \$27,399.60 |
| 23 | PROD16047 | ServiceNow® Hardware Asset Management Professional - Subscription Unit v2 (Priced Monthly, 1 Year Term) ServiceNow | RATE: \$2.66 | 12 | TX DIR 1280 | \$40,857.60 |
| 24 | PROD15338 | ServiceNow AI Search Starter ServiceNow | RATE: \$0.00 | 12 | TX DIR 1 | \$0.00 |
| 25 | PROD16378 | ServiceNow® Impact Base ServiceNow | RATE: \$0.00 | 12 | TX DIR 1 | \$0.00 |

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| LINE NO. | PART NO. | DESCRIPTION | RATE PER MONTH | NO.MONTHS | QTY | EXTENDED PRICE |
|---------------------------------|-----------|---|----------------|-----------|------------|----------------|
| 26 | PROD17256 | IT Service Management Professional - Fulfiller User v3 ServiceNow | RATE: \$91.06 | 12 | TX DIR 130 | \$142,053.60 |
| 27 | PROD18250 | ServiceNow® Integration Hub Starter v2 - Transactions (Priced Monthly 1 Year Term) ServiceNow | RATE: \$0.00 | 12 | TX DIR 1 | \$0.00 |
| 28 | PROD17800 | ServiceNow® Business Stakeholder User v4 (Priced Monthly 1 Year Term) ServiceNow | RATE: \$24.65 | 12 | TX DIR 12 | \$3,549.60 |
| YEAR 3- OPTION SUBTOTAL: | | | | | | \$295,422.00 |
| SUGGESTED SUBTOTAL: | | | | | | \$590,844.00 |

ServiceNow® Order Form - Product and Use Definitions

USER TYPE DEFINITIONS

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

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

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

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

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

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

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

CUSTOM TABLE CREATION AND INSTALLATION

The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product.

A "Custom Table" is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform and used for any purpose, including the creation of a custom application, unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on

<https://www.servicenow.com/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 |
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| PROD12492 ServiceNow® Agile Team | <p>Included Applications: Agile Development and Test Management</p> <p>All Users may use the above applications.</p> |
| PROD15033 ServiceNow® Software Asset Management Professional | <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>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> |
| PROD15000 ServiceNow® ITOM Discovery | <p>Included Applications: Discovery</p> <p>Includes entitlement for up to the number of Subscription Units purchased.</p> <p>A Subscription Unit is a unit of measure applied to Managed IT Resources using Defined Ratios. A list of Managed IT Resources and Defined Ratios for a Subscription Unit are set forth in the IT Operations Management (ITOM) - ServiceNow Subscription Unit Overview on 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> |
| PROD16047 ServiceNow® Hardware Asset Management Professional | <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> |
| PROD15338 ServiceNow® AI Search Starter | <p>AI Search Starter includes entitlement to search and index up to 500,000 external Documents for a 12-month period (unused external Documents expire after a 12-month period).</p> <p>A Document is any item with a unique identifying field associated to it.</p> |

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| | <p>Additional Document search and index capacity requires the purchase of an AI Search Document pack.</p> |
| PROD16378 ServiceNow® Impact Base | <p>Impact Base is ServiceNow's standard Customer Support offering provided pursuant to Customer's Agreement, as defined herein.</p> |
| PROD17256 ServiceNow® IT Service Management Professional | <p>Included Applications: DevOps Config; 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. San Diego - Digital Portfolio Management and DevOps Change Velocity (Formerly: DevOps and DevOps Insights) DevOps Config - Tokyo</p> |
| PROD18250 ServiceNow® Integration Hub Starter | <p>Integration Hub Starter includes entitlement for up to 500,000 Integration Hub Transactions annually (unused Transactions expire annually without credit or refund).</p> <p>Integration Hub Starter includes Protocols and Spokes as set forth in the Integration Hub Overview on www.servicenow.com/upgrade-schedules.html, which IS 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 Integration Hub Transaction is defined as any outbound call originating from Integration Hub, FlowDesigner, Remote Tables and/or Orchestration. This includes any operation, action, orchestration from Integration Hub, Remote Tables or Orchestration resulting in an outbound call.</p> <p>Additional annual Transactions require the purchase of a separate Integration Hub package.</p> |
| PROD17800 ServiceNow® Business Stakeholder | <p>A Business Stakeholder User may approve requests by email that were routed to the User or via the Subscription Service and view all records within the Subscription Products to which the Customer is subscribed.</p> <p>Customers with a separately purchased IT Service Management Subscription product may provide Business Stakeholder Users with the right to update comments to incidents or requests on behalf of other Users.</p> <p>Customers with a separately purchased Customer Service Management, Financial Services Operations, Telecommunications Service Management, Public Sector Digital Services, Technology Provider Service Management or Healthcare & Life Sciences Service Management Subscription product may provide Business Stakeholder Users with the right to create cases and update comments on behalf of their customers or service organizations. Customer may grant Business Stakeholder User rights to users that are either internal or external to Customer's organization.</p> <p>Customer is wholly responsible for Business Stakeholder Users' compliance with the terms of the Agreement and this ordering document, and all acts and omissions of such Users. Such Users will not have the right to take any legal action against ServiceNow under this Agreement or any ordering document.</p> <p>Customers with a separately purchased App Engine Subscription Product may provide Business Stakeholder Users with the right to create or update comments to records in an</p> |

App EngineCustomTable.

Use of Custom Tables with Business Stakeholder User rights 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 User role.