STATE OF TEXAS   §
                                   §

COUNTY OF FORT BEND   §

AMENDMENT TO CARAHSOFT TECHNOLOGY CORPORATION'S AGREEMENT
(DIR CONTRACT NO. DIR-TSO-4288)

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Carahsoft Technology Corporation, ("Carahsoft"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to Carahsoft Technology Corporation's Agreement for the purchase of specified software subscriptions and associated services, utilizing DIR Contract No. DIR-TSO-4288, on or about December 20, 2022, (the "Agreement"), attached hereto as Exhibit "A-1" and incorporated fully by reference for all purposes; and

NOW, THEREFORE, County and Carahsoft desire to amend said Agreement as set forth below:

I.   Amendments

1. **Scope of Services**. Carahsoft shall provide additional product and/or services as described in Carahsoft's Quote (Quote No. 42030502), which is attached as Exhibit "B-1" and incorporated fully by reference; and in accordance with the requirements and specifications of DIR Contract No. DIR-TSO-4288.

2. **Term.** This Amendment is effective as of December 27, 2023, and shall expire no later than December 26, 2028, unless terminated sooner pursuant to this Agreement. This Amendment shall not automatically renew.

3. **Limit of Appropriation**. Carahsoft's fees shall be calculated at the rates set forth in the attached Exhibit B-1. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit B-1 is $1,550,930.40. The Limit of Appropriation payable to Carahsoft for product and/or services rendered under the Agreement is hereby increased to an amount not to exceed $1,856,343.40, authorized as follows:

    $305,413.00 under the Agreement; and
    $1,550,930.40 under this Amendment to the Agreement

    In no case shall the amount paid by County for all product and/or services under the Agreement and this Amendment exceed the above Limit of Appropriation without an agreement executed by the parties.

01/26/2024 Original (e) sent to Olivia Rios, Purchasing

4. **Modifications**. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

5. **Conflict**. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

6. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

7. **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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Amendment 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 Amendment 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

_____
KP George, County Judge

___1.23.24_____
Date

ATTEST:

_____
Laura Richard, County Clerk

REVIEWED:

_____
Information Technology Office

CARAHSOFT TECHNOLOGY CORPORATION

Kristina Smith
_____
Authorized Agent – Signature

Kristina Smith
_____
Authorized Agent- Printed Name

Contracts Director
_____
Title

01/12/2024
_____
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $ 1,550,930.40   to accomplish and pay the obligation of Fort Bend County under this Agreement.

_____
Robert Ed Sturdivant, County Auditor

Exhibit A-1: Addendum to Carahsoft Technology Corporation's Agreement for the purchase of specified software subscriptions and associated services, utilizing DIR Contract No. DIR-TSO-4288 on or about December 20, 2022; and
Exhibit B-1: Carahsoft's Quote (Quote No. 42030502)

I:\AGREEMENTS\2024 Agreements\IT\Carahsoft Technology Corp (23-IT-100374-A1)\Amendment to Carahsoft Technology Corporation's Agreement.docx aw

3

EXHIBIT A-1

STATE OF TEXAS	§
	§
COUNTY OF FORT BEND	§

ADDENDUM TO CARAHSOFT TECHNOLOGY CORPORATION'S AGREEMENT
(DIR Contract No. DIR-TSO-4288)

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Carahsoft Technology Corporation, ("Carahsoft"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Carahsoft's Quote (Quote No. 36370024), (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified ServiceNow® software subscriptions and associated services listed under Year 1 in Exhibit A (collectively the "Services"); and

WHEREAS, County desires that Carahsoft provide Services as will be more specifically described in this Agreement; and

WHEREAS, Carahsoft represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize the State of Texas Department of Information Resources ("DIR") Contract No. DIR-TSO-4288, incorporated fully by reference as if set forth verbatim below, for the purchase of the Services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

<u>AGREEMENT</u>

1. **Term**. The term of the Agreement is effective as of November 14, 2022, and shall expire no later than November 14, 2023, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties. The parties acknowledge and agree that the Services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.

2. **Scope of Services.** Subject to this Addendum, Carahsoft will provide Services listed under Year 1 in Exhibit A to County, and in accordance with the requirements and specifications of DIR Contract No. DIR-TSO-4288.

   When performing Services for County, Carahsoft shall comply with, and ensure that all Carahsoft employees, agents, and/or subcontractors comply with, all rules, regulations and policies of County that are communicated to Carahsoft in writing, including security procedures concerning systems and data and remote access thereto, building security

12/22/2022 Original (e) sent to Olivia Rios / Krystle Sanchez, Purchasing

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@fortbendcountytx.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

KP George (signature)
County Judge KP George
KP George, County Judge

CARAHSOFT TECHNOLOGY CORPORATION

Kristina Smith
Authorized Agent – Signature

___December 20, 2022___
Date

Kristina Smith
Authorized Agent- Printed Name

Contracts Manager
Title

ATTEST:

Laura Richard (signature)
Laura Richard, County Clerk

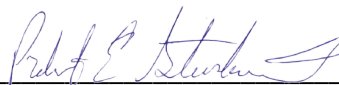___12/07/2022___
Date

REVIEWED:

Robyn Doughtie (signature)
Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of $___305,413.00___ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E Sturdivant (signature)
Robert Ed Sturdivant, County Auditor

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

I:\AGREEMENTS\2023 Agreements\IT\Carahsoft Technology Corp (23-IT-100374)\ Addendum to Agreement with Carahsoft Technology Corporation.docx aw

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Exhibit A

CONFIDENTIAL INFORMATION HAS BEEN REMOVED

(pages 13-17)

PLEASE CALL

281-341-8640 WITH ANY QUESTIONS.

ServiceNow® Order Form - Product and Use 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**	**FULFILLER**
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

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 Product Code/Name	Included ServiceNow Applications and Use Rights
PROD12492 ServiceNow® Agile Team	Included Applications: Agile Development and Test Management All Users may use the above applications.
PROD15033 ServiceNow® Software Asset Management Professional	Included Applications: Software Asset Management; Software Spend Detection; Performance Analytics; and Client Software Distribution Includes entitlement for up to the number of Subscription Units purchased. 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. Performance Analytics use rights apply only to Software Asset Management Professional Applications and included Bundled Custom Tables. Client Software Distribution for limited use of uninstalling software through the Software Asset Management Application for license harvesting. 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".
PROD15000 ServiceNow® ITOM Discovery	Included Applications: Discovery Includes entitlement for up to the number of Subscription Units purchased. 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. 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".
PROD16047 ServiceNow® Hardware Asset Management Professional	Included Applications: Hardware Asset Management and Performance Analytics Includes entitlement for up to the number of Subscription Units purchased. 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. Performance Analytics: Use rights apply only to Hardware Asset Management Professional Applications and included App Engine Starter Custom Tables. 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". The following Application(s) became available according to the release indicated below: Paris - Hardware Asset Management
PROD15338 ServiceNow® AI Search Starter	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). A Document is any item with a unique identifying field associated to it.

	Additional Document search and index capacity requires the purchase of an AI Search Document pack.
PROD16378 ServiceNow® Impact Base	Impact Base is ServiceNow's standard Customer Support offering provided pursuant to Customer's Agreement, as defined herein.
PROD17256 ServiceNow® IT Service Management Professional	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 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. 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. Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s). 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. 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. 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
PROD18250 ServiceNow® Integration Hub Starter	Integration Hub Starter includes entitlement for up to 500,000 Integration Hub Transactions annually (unused Transactions expire annually without credit or refund). 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. 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. Additional annual Transactions require the purchase of a separate Integration Hub package.
PROD17800 ServiceNow® Business Stakeholder	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. Customers with a separately purchased IT Service Management Subscriptionproductmay provide Business Stakeholder Users with the right to updatecomments to incidents or requestson behalf of otherUsers. 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. 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. 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

	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.

EXHIBIT B-1

CONFIDENTIAL INFORMATION HAS BEEN REMOVED

(pages 23-27)

PLEASE CALL

281-341-8640 WITH ANY QUESTIONS.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

<table>
<tr><td>

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Carahsoft Technology Corp.

Reston, VA United States

</td><td rowspan="2">

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1107118

Date Filed:
12/27/2023

Date Acknowledged:
01/23/2024

</td></tr>
<tr><td>

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County TX

</td></tr>
</table>

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Carahsoft Technology Corp
RE: Amendment to 23-IT-100374 for ServiceNow renewal utilizing DIR-TSO-4288

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	**Intermediary**

5 Check only if there is NO Interested Party. ☒

6 UNSWORN DECLARATION

My name is _____ , and my date of birth is _____.

My address is _____ , _____ , _____ , _____ , _____.
         (street)   (city)   (state)   (zip code)   (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____ , on the _____day of _____ , 20_____.
                                                        (month)   (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)