Order Form

servicenow

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

SNC Account Exec	Shane Grenon
Phone	+18584808717
E-mail	shane.grenon@servicenow.com

Customer Invoice Address		**Customer Ship To Address**	
Company Name	County of Tulare	Company Name	County of Tulare
Address	Visalia Transit	Address	Visalia Transit
Suite	221 S Mooney Boulevard	Suite	221 S Mooney Boulevard
City	Visalia	City	Visalia
State/Province	CA - California	State/Province	CA - California
Zip/Postal Code	93291-4582	Zip/Postal Code	93291-4582
Country	United States	Country	United States
Website	http://www.co.tulare.ca.us	Website	http://www.co.tulare.ca.us
AP Contact Name		Business Contact	
Title		Title	
Phone		Phone	
E-mail		E-mail	
Account #	ACCT0004941		

Reference Contract #(s)	05015SB	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)
PROD01275	ServiceNow® Service Management Suite v2	Fulfiller User	5	36 Months	11 Jul 2018	10 Jul 2021	$ 53.00	$ 3,180.00	$ 9,540.00
PROD01164	ServiceNow® ITSA Unlimited (Including Platform Runtime)	Fulfiller User	180	36 Months	11 Jul 2018	10 Jul 2021	$ 92.00	$ 198,720.00	$ 596,160.00

Subscription Product SubTotal $ 201,900.00 $ 605,700.00

Education, Knowledge and Professional Services Subtotal	$ 0.00
Pre-tax Total	$ 605,700.00
Estimated Taxes	TBD
Estimated Grand Total	$ 605,700.00

Invoice Schedule	Invoice Date	Amount	Est Taxes	Grand Total
Annual Subscription Fee	Upon Signature	$ 201,900.00	TBD	$ 201,900.00
Annual Subscription Fee	June 10, 2019	$ 201,900.00	TBD	$ 201,900.00

TULARE COUNTY AGREEMENT NO.28747

Invoice Schedule	Invoice Date	Amount	Est Taxes	Grand Total
Annual Subscription Fee	June 10, 2020	$ 201,900.00	TBD	$ 201,900.00
		$ 605,700.00	TBD	$ 605,700.00

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

Terms and Conditions

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

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

1. Agreement is not subject to acceptance,

2. Customer shall limit the types and number of subscription products, Customer developed applications, Users and their permitted roles, and other use restrictions to those specified in this Order Form;

3. The Subscription Service includes a service level agreement with target service level availability of 99.8 percent in each month and associated service credits for non-compliance at customer request, as provided in the Subscription Service Guide; and

4. Support, upgrades, data security and data processing provisions applicable to the Subscription Service are set forth in the Subscription Service Guide. Customer and ServiceNow hereby expressly agree that the provisions of this Order Form, Subscription Service Guide, and Service Descriptions shall control over any conflicting provisions in the Agreement and any prior agreements concerning the subject matter thereof that may exist between parties are hereby superseded and replaced in their entirety.

Payment Terms

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

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

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

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

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

Product Overview

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

ServiceNow® Order Form - Product and Use Definitions

USER TYPE DEFINITIONS

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

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

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

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

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

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

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	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

CONFIGURATION AND DEVELOPMENT

Use of the Subscription Service for application configuration allows Customer to, with respect to the Subscription Products for which Customer has purchased usage, change the values of pre-defined fields, add new fields to existing tables, add new tables that provide additional attributes around the process, build workflow for the process, modify the UI and form layouts, create business rules, integrate with external data sources, and tailor the process through custom scripting. Application configuration is restricted to configuring the processes included in the purchased Subscription Product to meet the customers specific needs without materially altering the purpose of the Subscription Product or the type of business processes that it seeks to automate. If Customer intends to alter the purpose of the Subscription Product or the types of business processes that it seeks to automate, then Customer may develop that new application in a non-production instance and purchase a Custom Applications use right from ServiceNow to deploy that application on a production instance. Customer shall not access the Subscription Service to develop or use a competing product or service
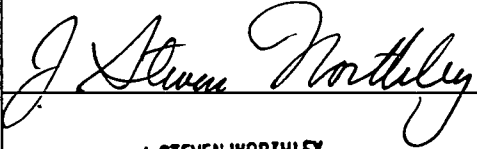
SUBSCRIPTION PRODUCTS	
Subscription Product Code/Name	**Included ServiceNow Applications and Use Rights**
PROD01275 ServiceNow® Service Management Suite v2 - Fulfiller User	Service Management Suite v2. Incident Management; Problem Management; Change Management, Release Management, Asset Management; Request Management; Cost Management; Facilities Service Management; Field Service Management; Finance Service Management; Legal Service Management; and Marketing Service Management. Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section.
PROD01164 ServiceNow® ITSA Unlimited (Including Platform Runtime) - Fulfiller User	Incident Management; Problem Management; Change Management, Release Management, Asset Management; Request Management; Cost Management; Field Service Management (Work Management); Project Portfolio Management; Resource Management; Demand Management, Agile Development (Software Development Lifecycle), Test Management; Policy and Compliance Management and Audit Management (Governance, Risk and Compliance), Vendor Performance Management; Risk Management, and Platform Runtime (CreateNow Development Suite). Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. The following application(s) became available according to the release indicated below. Field Service Management – Calgary Vendor Performance Management, Resource Management – Dublin Demand – Eureka Test Management – Fuji Risk Management, Platform Runtime - Geneva Agile Development, Policy and Compliance Management, Audit Management - Helsinki

ACKNOWLEDGED AND AGREED:

End Customer: County of Tulare   **ServiceNow, Inc.**

Signature:	*J. Steven Worthley* (signature)
Name:	**J. STEVEN WORTHLEY**
Title:	CHAIRMAN, BOARD OF SUPERVISORS
Date:	June 29, 2018

Signature:	(signature)
Name:	MICHAEL P. SCARPELLI
Title:	CFO
Date:	July 9, 2018

APPROVED AS TO FORM:
COUNTY COUNSEL
By _(signature)_ 2018 1058
Deputy 6/29/18