Order Form

servicenow

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

SNC Account Exec	Rebecca Morales
Phone	+16692622227
E-mail	rebecca.morales@servicenow.com

Customer Invoice Address | Customer Ship To Address

Customer Invoice Address		Customer Ship To Address	
Company Name	County of Monterey	Company Name	County of Monterey
Address	168 W Alisal St Fl 2nd	Address	168 W Alisal St Fl 2nd
Suite		Suite	
City	Salinas	City	Salinas
State/Province	CA - California	State/Province	CA - California
Zip/Postal Code	93901-2438	Zip/Postal Code	93901-2438
Country	United States	Country	United States
Website	http://www.co.monterey.ca.us	Website	http://www.co.monterey.ca.us
AP Contact Name		Business Contact	
Title		Title	
Phone		Phone	
E-mail		E-mail	
Account #	ACCT0023849		

Reference Contract #(s)	31013CH	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)
PROD00528	ServiceNow® ITSA Unlimited	Fulfiller User	100	36 Months	20 Dec 2016	19 Dec 2019	$ 90.00	$ 108,000.00	$ 324,000.00
PROD01174	ServiceNow® Orchestration Core (10,000 Password Users and 1000 Client SW Dist. Client Nodes included)	Node	250	36 Months	20 Dec 2016	19 Dec 2019	$ 6.00	$ 18,000.00	$ 54,000.00
PROD01627	ServiceNow® Performance Analytics - Enterprise	Application	1	36 Months	20 Dec 2016	19 Dec 2019	$ 1,050.00	$ 12,600.00	$ 37,800.00

Subscription Product SubTotal	$ 138,600.00	$ 415,800.00
Educational Services, Knowledge, and Professional Services Subtotal		$ 0.00
Pre-tax Total		$ 415,800.00
Estimated Taxes		TBD
Estimated Grand Total		**$ 415,800.00**

Invoice Schedule	Invoice Date	Amount	Est Taxes	Grand Total
Annual Subscription Fee	Upon Signature	$ 138,600.00	TBD	$ 138,600.00
Annual Subscription Fee	November 19, 2017	$ 138,600.00	TBD	$ 138,600.00
Annual Subscription Fee	November 19, 2018	$ 138,600.00	TBD	$ 138,600.00
		$ 415,800.00	TBD	$ 415,800.00

Hosting Details

ServiceNow # of Instances:	1 Production 4TB Storage Limit, 2 Non Production 4TB Storage Limit
Instance Names:	cofmontprod, cofmontdev, cofmonttest
Customer ServiceNow Admin:	
Email:	
Data Center Region:	United States

Notes

During the Subscription Term as set forth on this Order Form, Customer may purchase additional units of ITSA Unlimited at the monthly net price of $90.00 per Fulfiller.

Payment Terms

Customer shall issue a purchase order (PO), but the PO and any other ordering document submitted by Customer will not modify or add to the terms of this Order Form. No fewer than fifteen (15) days prior to each Invoice Date, 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 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 Customer fails to pay as stated.

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).

Terms and Conditions

Customer's terms for the purchase of the services set forth herein are governed by this Order Form, the General Terms and Conditions and the Subscription Service Guide, ALL OF WHICH ARE HEREBY INCORPORATED HEREIN BY REFERENCE IN THEIR ENTIRETY (if not attached herein, then as set forth on www.servicenow.com/schedules.do) (collectively, "Standard Agreement"). 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 Standard Agreement. "Agreement" hereunder means the Standard Agreement. Without limiting or modifying the Standard Agreement, the parties agree to the following:

ORDERS. Orders are not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any communication about ServiceNow's future plans. Orders are not subject to acceptance. A breach by a party of its obligations with respect to one service shall not by itself constitute a breach by that party of its obligations with respect to another service even if the services are enumerated in the same Order Form. 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.

PAYMENT. Amounts are exclusive of taxes, duties and similar assessments on Customer's use, which Customer agrees to pay, excluding taxes on ServiceNow's 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.

CUSTOMER RESPONSIBILITIES. Customer is responsible for complying with the Agreement. If Customer exceeds its permitted use of the Subscription Service, then, without limiting ServiceNow's other rights and remedies hereunder, Customer will promptly notify ServiceNow and within thirty (30) days thereafter: (i) disable unpermitted use; or (ii) purchase additional subscriptions. ServiceNow may review Customer's use of the Subscription Service, and Customer shall provide any

reasonable assistance, to verify Customer's compliance with the Agreement. ServiceNow may suspend Customer's use of the Subscription Service after giving thirty (30) days written notice of non-compliance identified in such review.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THE 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. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVICENOW SPECIFICALLY DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE, SOFTWARE, PROFESSIONAL SERVICES, DEVELOPMENT TOOLS, DOCUMENTATION OR DELIVERABLES 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.

LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THE 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 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) OF THE AGREEMENT; AND (3) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

EXCLUSION OF 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) OR LOSS OF USE OR DATA, 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: (1) PAYMENTS TO A THIRD PARTY ARISING FROM A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION) OF THE AGREEMENT; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

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.do

ServiceNow® Order Form - Product and Use Definitions

"User" means any employee or contractor of Customer or Customer Affiliate. 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.

"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	FULFILLER
USER ROLE(S) DEFINED IN SERVICE	None	"Approver" role only	Any role other than "Approver"
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 CUSTOMIZATION

(1) Use of the ServiceNow Platform for application configuration allows Customer to, with respect to the purchased ServiceNow application, 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 the process included in the purchased ServiceNow application. "Configuration" of a ServiceNow application means configuring the application to meet the customer's specific needs without materially altering the purpose of the application or the type of business process that the application seeks to automate.

(2) The right to develop a new application in the Customers non-production instance(s) is granted with any ServiceNow application purchase.

(3) The right to deploy the developed application in the Customers production instance requires a Platform Runtime purchase.

(4) Customer shall not access the subscription service to develop or use a competing product or service. Custom application templates and other development materials are provided by ServiceNow without warranty and support.
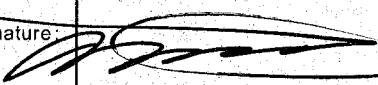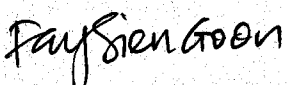
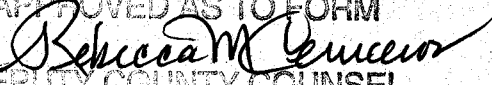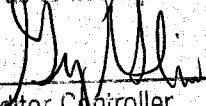| SUBSCRIPTION PRODUCTS	
Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
PROD00528 ServiceNow® ITSA Unlimited - Fulfiller User	Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Field Service 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; and Risk Management. 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 - Geneva Agile Development, Policy and Compliance Management, Audit Management - Helsinki
PROD01174 ServiceNow® Orchestration Core (10,000 Password Users and 1000 Client SW Dist. Client Nodes included) - Node	Orchestration Core application includes Activity Designer, Activity Packs, Configuration Automation application, Password Reset application and Client Software Distribution application. Entitlement for up to the number of purchased Nodes. A node is any physical or virtual server that Orchestration interacts with (directly or indirectly) using Graphical Workflow. Password Reset entitlement includes 10,000 Users as defined in the User Type Definitions Section whose password could be reset by the Password Reset application. Client Software Distribution entitlement includes 1,000 Client Nodes. A Client Node is a physical or virtual computing device with which Client Software Distribution interacts.
PROD01627 ServiceNow® Performance Analytics - Enterprise - Application	Performance Analytics - Enterprise. Performance Analytics use rights apply to all Subscription Products. The annual subscription fee for Performance Analytics ("PA Subscription Service Fee") is based on the total of the annual subscription fees of all Subscription Products subscribed to by Customer. As Customer exceeds capacity of purchased Subscription Products, or if Customer purchases additional Subscription Products, additional PA Subscription Service Fees apply.

ACKNOWLEDGED AND AGREED:

End Customer: County of Monterey

ServiceNow, Inc.

Signature:	_(signature)_
Name:	Michael R Derr
Title:	CONTRACTS/PURCHASING OFFICER COUNTY OF MONTEREY
Date:	12-8-16

Signature:	Fay Sien Goon
Name:	FAY SIEN GOON
Title:	SR. DIRECTOR, ORDERS TO CASH
Date:	NOVEMBER 30, 2016

APPROVED AS TO FORM
(signature)
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Rebecca M. Ceniceros
Dec 4, 2016

Reviewed as to fiscal provisions

(signature)
Auditor-Controller
County of Monterey 12-7-16