

IMPLEMENTATION SERVICES

(Time and Materials)

Customer Name:	County of Monterey
Project Name:	ServiceNow Implementation
SOW Number:	31013CH-SOW1

This Statement of Work (“**SOW**”), effective as of the last signature date noted below (“**Effective Date**”), is made between ServiceNow, Inc. (“**ServiceNow**”) and the customer entity set forth herein (“**Customer**”) pursuant to the terms and conditions of the Master Ordering Agreement, Master License Agreement or the like executed by the parties, if any (“**Agreement**”). In the event of any inconsistency or conflict between the Agreement and this SOW, the terms of this SOW shall control with respect to the services set forth herein (“**Services**” or “**Project**”). The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs which may be executed between the parties.

FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES, EACH ACTING UNDER DUE AND PROPER AUTHORITY, EXECUTE THIS SOW AS OF THE EFFECTIVE DATE.

<u>County of Monterey</u>	<u>ServiceNow, Inc.</u>
Individual signing: (print name)	Individual signing: (print name)
Signature:	Signature:
Title:	Title:
Signing date:	Signing date:

DOCUMENT INFORMATION

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DISTRIBUTION LIST

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1. PROJECT OVERVIEW

1.1. Implementation Approach

ServiceNow will implement the Services using the ServiceNow StartNow Implementation Methodology, as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. If not attached hereto, the document may be found at www.servicenow.com/schedules.do. ServiceNow may replace or re-assign its personnel during the course of the Services or Project.

2. SCOPE OF IMPLEMENTATION

Core Configurations

Core System Setup

During Core/Foundation System setup, LDAP integration is completed in order to build the foundational information that will be used throughout the Service-Now tool (e.g. Lightweight Directory Access Protocol (LDAP)). ServiceNow resources will facilitate this Phase of work effort in partnership with CUSTOMER's System Administrators.

Assumptions

- Customer will provide a technical resource that will be responsible for providing the necessary knowledge to successfully setup any in-scope integrations, such as LDAP/SSO.
- Customer will supply all data to be imported in a supported format. ServiceNow will not be responsible for data modification, cleansing or alteration before, during or after importing data. Supported formats are listed on the Service-Now Wiki. http://wiki.service-now.com/index.phpXtitle=Importing_Data_Using_Import_Sets

Objectives

- The objective for Core/Foundation System Setup is to load system-wide user data and to set up the ServiceNow® instances in preparation for application configuration.

Deliverables

Core System Setup activities can occur in parallel to Process and/or Requirements Workshops

- Instances setup, and promotion roadmap
- If listed as in scope under integrations and if not already complete, help establish Mid-server(s) Connectivity, and support & assist with the installation of the Mid-server(s) appliance.
- Customer logo and color scheme configured
- User records, locations, departments and groups loaded into the instance
- Role configured in your instance (this may also be addressed in for roles specific to each application)
- Welcome page and Customer calendars configured
- Email integration to allow inbound and outbound email traffic
- Provide knowledge transfer to system administrators

Software to be Implemented	In Scope? (Yes if included)
Incident Management	Yes – Develop a best practices-based instance of Incident Management based on ServiceNow's best practice processes and customer requirements. A typical effort in the configuration of this application would include: <ul style="list-style-type: none"> • 1-2 day Requirements Workshop and build out of requirements and project in StartNow Application • Configure incident categorization • Configure incident related fields • Configure incident related forms / views • Configure incident related dashboards / homepages • Configure incident prioritization • Configure Service Level Agreements and inactivity rules related to incidents • Configure assignments of incidents • Configure notifications related to incidents • Configure incident related filters and modules • Configure business rules and client scripts to support incident requirements

	<ul style="list-style-type: none"> • Configure incident workflows • Configure incident roles and access controls (security) • Configure incident reports and scheduled reports • Mobile device support • Configure the relationship of Incident Management to other installed applications • Report modification and/or construction <p>The following configuration techniques are typically used to achieve desired outcomes:</p> <ul style="list-style-type: none"> • Workflow creation, typically up to 3 Graphical Workflows of low to moderate complexity for the Incident Management process (estimated at 8 hours per workflow) • Form modification, up to 20 new fields • Modification / Creation of up to 10 UI policies • Modification / Creation of up to 10 Client Scripts • Modification / Creation of up to 10 Business Rules • Importing / modification of supporting data (assignment rules / categories) • Email notifications
Problem Management	Optional with Change Order
Change Management	Optional with Change Order
CMDB Lite	Optional with Change Order
Software Development Lifecycle Management (SDLC)	Optional with Change Order
Request Fulfillment / Service Catalog	<p>Yes – Develop a best practices-based instance of Request Fulfillment and a Service Catalog based on ServiceNow’s best practice processes and customer requirements. A typical effort in the configuration of this application would include:</p> <ul style="list-style-type: none"> • 1 day Requirements Workshop and build out of requirements and project in StartNow Application • Deployment and support of an enablement implementation model: <ul style="list-style-type: none"> ◦ Creation of up to 5 catalog items of medium complexity utilizing: <ul style="list-style-type: none"> ▪ Record Producers ▪ Order Guides ▪ Execution plans ▪ Two step check-out ◦ Creation of up to 3 workflows of low to moderate complexity with three approval steps and up to six task activities; estimated at 8 hours per workflow. • Form modification, up to 20 new fields • Modification / Creation of up to 5 UI policies • Modification / Creation of up to 2 client scripts • Modification / Creation of up to 5 Business Rules • Email notifications
Service Portfolio	Optional with Change Order
Asset Management	<p>Yes- Develop a best practices-based instance of Asset Management based on ServiceNow’s best practice processes and customer requirements. A typical effort based on Customer’s communicated upfront needs of this application would include:</p> <ul style="list-style-type: none"> • 1-2 day Requirements Workshop and build out of requirements and project in StartNow Application for each sub module <ul style="list-style-type: none"> ◦ Hardware Management ◦ Software Management ◦ Work Management

	<ul style="list-style-type: none"> ◦ Reporting and Dashboards • Assistance and guidance of configuration of the following, but not limited to, for both HW and SW based on requirements gathered during requirements workshop <ul style="list-style-type: none"> ◦ Acquisition Process ◦ IMAC Management ◦ Lease and Purchase Contract Management ◦ Software Compliance ◦ Implementation of process and supporting workflow creation • Assistance and guidance of configuration of the following, but not limited to, for Work Management based on requirements gathered during requirements workshops <ul style="list-style-type: none"> ◦ Work Orders ◦ Stock Room Transfer Orders ◦ Task-based Workflow <p>The above activities will be supported through assistance and guidance may be in the following activities, but not limited to, within allotted hours:</p> <ul style="list-style-type: none"> • Workflow creation, up to 3 Graphical Workflows of low to moderate complexity for the Incident Management process (estimated at 8 hours per workflow) • Form modification, up to 10 new fields • Modification / Creation of up to 10 UI policies • Modification / Creation of up to 5 Client Scripts • Modification / Creation of up to 5 Business Rules • Importing / modification of supporting data (assignment rules / categories) • Email notifications <p>Reporting and Dashboard Configuration: Further configuration hours will be spent assisting customer with Reporting and Dashboards related to Asset Management and knowledge transfer on Reporting and Dashboard capabilities for further customer led configuration.</p> <ul style="list-style-type: none"> • Up to 5 custom reports of low to medium complexity or modification of up to 5 out-of-the-box Reports to fit requirements • Modification of one Dashboard
Service Level Management	Optional with Change Order
IT Cost Management	<p>Yes-</p> <p>Deliverables: Develop a best practices- based instance of IT Cost Management based on ServiceNow's best practice process and customer requirements. A typical effort in the configuration of this application would include:</p> <ul style="list-style-type: none"> • 1 day Requirements Workshop and build out of requirements and project in StartNow Application • Up to 10 days consultancy to set up the following based on requirements gathered during gap analysis: <ul style="list-style-type: none"> ◦ Rate Cards ◦ Expense Lines ◦ Allocation rules ◦ Cost Centers ◦ Budgets
Project & Portfolio Management (PPM)	<p>Yes –</p> <p>Deliverables: Develop a best practices-based instance of Project Management based on ServiceNow's best practice processes and requirements gathered during gap analysis. A typical effort in the basic configuration of this application would include:</p> <ul style="list-style-type: none"> • 1 day Requirements Workshop and build out of requirements and project in StartNow Application <p>Configure the following within the hours allowed as captured during gap analysis</p>

	<ul style="list-style-type: none"> • Ability to create and build projects including: <ul style="list-style-type: none"> ◦ Project creation ◦ Resource allocations ◦ Task assignment • Dashboards, Portfolios, and Reporting <ul style="list-style-type: none"> ◦ Consolidated Work Queues ◦ Gantt Charts ◦ Resource Timelines and views • Up to 2 Workflow configurations to support current project management needs • Demand Capture (as integrated through Service Request) • Project Documentation and tracking • Time card management • Integrate with incident, enhancement requests, change requests as needed • Project collaboration with Social IT features • Mobile accessibility
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Adjacent Functionality	In Scope? (Yes if included)
Data Certification	Optional with Change Order
Managed Documents	Optional with Change Order
Content Management System (CMS)	Optional with Change Order
Sales Force Automation	Optional with Change Order
Shared Services (HR and Facilities)	Optional with Change Order
Field Service Management	Optional with Change Order
IT Governance, Risk and Compliance	Optional with Change Order
Service Extensions	In Scope? (Yes If included_
Employee Self Service (ESS)	Optional With Change Order
Bi-Directional Email	Yes – Enable outbound and inbound email to support the notification and responses for Incident, Problem and Request processes.
Surveys	Optional with Change Order
Knowledge Management	Optional with Change Order
Orchestration	Yes- Implementation of the Core Orchestration capabilities and automation workflows as described below: <ul style="list-style-type: none"> • 1 day Training and Orchestration application overview • 1 day Requirements Workshop and build out of requirements and project in StartNow application • Development of orchestration workflow for supporting billing application batch processing from Active Directory
Discovery & Application Dependency Mapping	Optional with Change Order

Reporting / Analytics	Optional with Change Order
Integrated Chat	Optional with Change Order
Live Feed	Optional with Change Order
Domain Separation	Optional with Change Order

Integrations Scope		
Integration Source	Method	Description
<input checked="" type="checkbox"/> LDAP	LDAP Server	Load users and other data from Customer’s directory
<input checked="" type="checkbox"/> Kronos	Batch	User information for Time cards from Kronos
Other integrations	NA	Optional with Change Order

Testing, Training and post go-live support

- One week post go-live support – 20 hours
- Help to establish support around UAT process
- Provide process to support go-live support, update set releases and cloning
- Admin handoff and support to go-live
- Verify process is in place for post go-live support within instance

3. PROJECT ASSUMPTIONS

Customer acknowledges that its participation and cooperation is critical for the success of the Project. The following assumptions are based on information provided by Customer to ServiceNow relating to the Project scope and Customer’s current business processes as of the Effective Date of this SOW, and have been used to compute the estimated level of effort and cost. Deviations from these assumptions may lead to commensurate changes in the timeline and fees, such changes to be set forth in a change order in accordance with the procedure outlined in Section 5 below.

3.1. General

- a) Customer will provide the required resources and ensure active participation to ensure the implementation is successful. This will include, without limitation, an executive decision-maker, project leadership and management, subject matter experts, and technical resources.
- b) Customer is responsible for the definition and documentation of the business processes within scope for this Project and implementing all business process changes required to support the Project.
- c) Customer is responsible for testing prior to production deployment.
- d) Customer is responsible for end user training.
- e) Clearly defined and documented functional requirements are completed during the Discover stage.
- f) It is assumed that the ServiceNow resources will have remote access to Customer’s instances and that Customer provides appropriate technologies for remote work.
- g) Onsite visits will be defined during the kick-off workshops in the Plan stage. Customer project manager and ServiceNow engagement manager will manage onsite engagements in order to avoid extensive travel time.

3.2. Data & Integrations

- a) Customer will supply all information to be imported in a supported format. ServiceNow will not be responsible for data modification, cleansing or alteration before, during or after importing data. Supported formats are listed on the ServiceNow Wiki.
- b) There are no data conversions from other systems (i.e. legacy systems).
- c) Customer is responsible for integration to and with other systems. ServiceNow will support the integration by providing experts related to ServiceNow integration technologies.

3.3. Resources

a) Customer Resources

<u>Customer Resources</u>	<u>Responsibilities</u>
Project Manager	Customer will provide a project manager who will have overall responsibility for the Project. Customer project manager will meet regularly with the ServiceNow engagement manager to review progress and resolve issues.
Technical Resource(s)	Customer will supply required technical resource(s) with ITIL and JavaScript expertise to accommodate the scope of the Project and to support the joint configuration. To support the agreed integrations, Customer will also supply required technical resource(s) with web services and XML experience.
System Administrators	Administrator training must be completed by Customer's assigned resource(s) no later than the beginning of the Prepare stage.
Process Owner(s)	Customer will provide subject matter experts who will be responsible for the correct and complete definition of each of the processes implemented within the ServiceNow product.

b) ServiceNow Resources

<u>ServiceNow Resource</u>	<u>Responsibilities</u>
Engagement Manager	ServiceNow engagement manager will facilitate project planning, provide implementation expertise, ensure the SOW is being adhered to, allocate appropriate resources from ServiceNow, manage escalations, and act as a single point of contact for the duration of the Project. The ServiceNow engagement manager will facilitate at minimum a weekly status or update call to ensure the Project is progressing appropriately.
Technical Consultants	ServiceNow will provide technical consultant(s) to help with application configuration and assist with knowledge transfer to Customer resource(s).
Integration Expert	ServiceNow will provide an integration expert to assist with integrations defined above.
Business Process Consultant	The business process consultant will drive process definition, re-engineering, improvement and gap analysis of current and future processes together with Customer process owners, key Customer sponsors and stakeholders.

4. ESTIMATED NUMBER OF HOURS AND FEES

4.1. Estimated Number of Hours

The Services are estimated to require six hundred forty three (643) effort hours.

Based on current knowledge of Customer’s requirements, ServiceNow estimates the following:

- a) ServiceNow will use reasonable efforts to confirm the composition of the project team and the mobilization plan with Customer within four (4) weeks from the Effective Date.
- b) The Project will take approximately nine (9) weeks to complete including one (1) week of post-production support.

The below table demonstrates the estimated effort by resource type and stage. It is understood that the effort distribution may vary during the Project.

DESCRIPTION	HOURS									
		1/11/14	1/18/14	1/25/14	2/1/14	2/8/14	2/15/14	2/22/14	3/1/14	
		WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	
		1				2				
Engagement Manager	161	24	12	20	20	20	21	21		
Technical Consultant	414	8	56	90	90	90	40	40		
Business Process Consultant	48	24					4	4		
Integration Consultant	20			7	7	7				
Content Management Specialist	0									
	643									
		EM Project FTE		0.50						
		EM +/-		1						
		EM +/-		4	-8			1		
		Monthly Burn Rate		281				364		

Activity	Technical Consultants (estimated hours)	Integration Expert (estimated hours)	Process Consultant (estimated hours)	Engagement Manager (estimated hours)	Estimated Total Effort Hours
Plan	0	0	16	24	40
Discover	8	0	24	24	56
Prepare	56	0	0	12	68
Deploy	270	20	0	59	349
Operate	80	0	8	42	130
Estimated Total Number of Effort Hours	414	20	48	161	643

4.2. Fees

Based on the scope of Services and assumptions set forth above, the Services shall be performed on a time and materials basis. Additional charges may apply for scope changes, change requests, delays caused by Customer or third parties contracted by Customer, or events that ServiceNow has no control over. Any changes will be set forth in a change order. All fees will be due and payable as detailed in the accompanying ordering document. The applicable billing rate for the ServiceNow personnel or consultant shall be at the rates set forth in the table below.

Level of Consultant	Estimated Effort (Hours)	List Rate (hourly)	Discount Rate (hourly)	Estimated Subtotal (USD)
Sr. Engagement Manager	161	\$ 250.00	\$ 225.00	\$ 36,225.00
Sr. Technical Consultant	414	\$ 250.00	\$ 225.00	\$ 93,150.00
Sr. Business Process Consultant	48	\$ 250.00	\$ 225.00	\$ 10,800.00
Principal Integration Consultant	20	\$ 275.00	\$ 247.50	\$ 4,950.00
	643			\$ 145,125.00
Cost				\$ 145,125.00

Summary	(Hours)	Avg. Rate (hourly)	Estimated Subtotal (USD)
T&M SOW	643	\$ 239.50	\$ 145,125.00
Best Practice Workshops			\$ -
Expert Services			\$ -
Discovery			\$ -
Packages - QuickStart			\$ -
Remote Admin			\$ -
Process User Training			\$ -
Travel Budget			\$ 7,256.25
			\$ 152,381.25

ServiceNow will provide the Services as follows:

- At Customer’s facilities located at: Salinas, CA
- From a remote location

All reasonable travel, meals, and living expenses for all ServiceNow personnel who travel in support of the Project shall be billable at cost and all such expenses shall be borne solely by Customer. Customer shall pay all amounts within thirty (30) days after date of invoice unless stated otherwise in the applicable ordering document. Customer is responsible for all applicable taxes, except for taxes due on the net income of ServiceNow. No acceptance shall apply to the Services or any accompanying software or deliverable provided under this SOW. Normal business day is any eight (8) hour period between the hours of 8AM and 6PM, Monday through Friday local time. Any work performed outside of normal business hours will be charged at a time and a half rate (1.5 x the rate set forth in the ordering document).

4.3. Effective Period of this SOW

This SOW is valid only if the Services start within ninety (90) days after the Effective Date or before the pricing expiration date stated in the applicable ordering document signed by ServiceNow, whichever is later (“Project Start Date”). If Services do not start prior to the Project Start Date, then ServiceNow has the option of changing the prices provided in this SOW.

5. CHANGE REQUESTS

Any requests for services outside of this SOW will be set forth in a change order executed by the parties. Tasks not specifically stated as being performed by ServiceNow in this SOW are outside of the scope of this Project and are not covered under the time and fee estimates of this SOW. Customer and ServiceNow will agree upon changes prior to execution of additional services or costs outside of this SOW.

6. SCHEDULING POLICY

ServiceNow requires at least fifteen (15) days prior written notice to cancel or reschedule Service dates that have been scheduled by Customer. For scheduled Service days that are canceled or rescheduled by Customer with less than ten (10) business days prior written notice, Customer shall be charged and pay for (a) any travel expenses that cannot be canceled or refunded, and (b) the

canceled/rescheduled Service days if ServiceNow is not able to reassign the personnel to another project. If Customer reschedules a planned Services activity, remote or onsite, with less than ten (10) business days written notice, Customer may incur additional consulting time and travel expenses. For the purposes of this Section, email to the ServiceNow project manager will be sufficient as written notice. ServiceNow personnel will perform the engagement both onsite at Customer and offsite at ServiceNow, doing analysis and design. ServiceNow shall not be responsible for delays, due to the lack of access, facilities, cooperation or information requested by ServiceNow or changes to the approach or Services described in this SOW.

7. GENERAL

ServiceNow is in the business of providing IT service management applications and other applications based off of the ServiceNow platform and consulting services drawing upon the knowledge, understanding and expertise ServiceNow has gained in the course of working with many other customers. Nothing in this SOW shall assign rights in or limit ServiceNow's use of any know-how or knowledge pertaining to the ServiceNow intellectual property rights or technology. ServiceNow shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to use any suggestions, enhancements, recommendations or other feedback provided by Customer and its users relating to the ServiceNow product or services.

ServiceNow warrants that the Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices. Customer's exclusive remedy for breach of this warranty is to notify ServiceNow in writing of the breach within forty-five (45) days after performance of the non-conforming Services. Upon receipt of such notice, ServiceNow, at its option, shall either use commercially reasonable efforts to re-perform the Services in conformance with these warranty requirements or shall terminate the affected Services and refund to Customer any prepaid amounts for unperformed Services. This Section sets forth Customer's exclusive rights and remedies (and ServiceNow's sole liability) in connection with the performance of Services.

EXCEPT FOR THE WARRANTIES, IF ANY, EXPRESSLY STATED IN THIS SOW, THE SERVICES PROVIDED HEREUNDER AND ANY ACCOMPANYING SOFTWARE OR DELIVERABLE ARE PROVIDED "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICENOW DISCLAIMS ALL WARRANTIES OF ANY KIND INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, QUIET ENJOYMENT, TITLE 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 SERVICES AND ANY ACCOMPANYING SOFTWARE OR DELIVERABLES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR.

LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS SOW OR THE SERVICES PROVIDED HEREUNDER, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE 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) BODILY INJURY OR DEATH; (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (3) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED FOR SERVICES PROVIDED HEREUNDER.

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, COSTS OF SUBSTITUTE GOODS, 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, TORT, OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

Exhibit A

ServiceNow StartNow Implementation Methodology

This document is set forth at www.servicenow.com/schedules.do if not attached hereto.