

## **AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & SERVICENOW, INC.**

**THIS AMENDMENT** is made to the MASTER ORDERING AGREEMENT dated December 20, 2013 ("AGREEMENT") for the provision of software subscription, software maintenance/support and implementation services by and between ServiceNow, Inc., hereinafter called "Vendor" and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "Customer".

**WHEREAS**, the Customer and Vendor wish to amend the AGREEMENT to increase the amount by thirty-seven thousand, eight hundred fifty-five dollars (\$37,855) to provide for the purchase of the Domain Separation Plugin and associated annual subscription fees, for a revised total AGREEMENT amount not to exceed six hundred and four thousand, two hundred thirty-seven dollars (\$604,237).

**NOW THEREFORE**, the Customer and Vendor hereby agree to amend the AGREEMENT in the following manner:

1. **The AGREEMENT** shall be amended by adding "Exhibit A, Order Form", attached to this Amendment No. 1.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT.

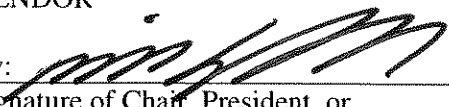
*This space left blank intentionally*

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

VENDOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By:   
\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

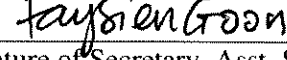
\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Michael Scarpelli, CFO  
Printed Name and Title

\_\_\_\_\_  
*Approved as to Fiscal Provisions:*

\_\_\_\_\_  
Dated: 2/13/17

\_\_\_\_\_  
Deputy Auditor/Controller

By:   
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Fay Sien Goon, Senior Director  
Printed Name and Title

\_\_\_\_\_  
*Approved as to Liability Provisions:*

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Dated: 2/13/17

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
*Approved as to Form:*

  
\_\_\_\_\_  
ServiceNow Legal Approval

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Dated:

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.