Board Contract # _____

AGREEMENT

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

ALCOR SOLUTIONS, INC.

FOR

SERVICENOW SOFTWARE AS A SERVICE APPLICATIONS

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STANDARD TERMS AND CONDITIONS

SOFTWARE AS A SERVICE AGREEMENT

THIS AGREEMENT is made by and between the County of Santa Barbara (hereafter County or Department), a political subdivision of the State of California, and **Alcor Solutions, Inc.** (hereafter Contractor or Alcor) with an address at 7600 Dublin Blvd, Suite 230, Dublin, CA 94568 wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE**.

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Ziying "Magic" Tan at phone number 949-335-8770 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Director
County of Santa Barbara
Department of Behavioral Wellness
300 N. San Antonio Road
Santa Barbara, CA 93110
Fax: 805-681-5262

To Contractor: Ziying "Magic" Tan, Senior Principal & Customer Success
Alcor Solutions, Inc.
7600 Dublin Blvd, Suite 230
Dublin, CA 94568

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3.   SCOPE OF SERVICES.

Contractor agrees to provide services to County in accordance with EXHIBIT A(s) attached hereto and incorporated herein by reference.

4.   TERM.

Contractor shall commence performance on **07/01/2023** and end performance upon completion, but no later than **06/30/2026** unless otherwise directed by County or unless earlier terminated.

5.   COMPENSATION OF CONTRACTOR.

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B(s) attached hereto and incorporated herein by reference.

6.   INDEPENDENT CONTRACTOR.

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

7.   STANDARD OF PERFORMANCE.

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION.

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care programs under Sections 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES.

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges that state laws on conflict of interest apply to this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.

A. No materials, inventions, or data produced in whole or in part under this Agreement will be subject to copyright or other intellectual property rights in the United States or in any other country except as determined at County's sole discretion.

B. County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement. Contractor agrees to take such actions and execute and deliver such documents as may

be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims.

This Ownership of Documents and Intellectual Property provision (including subsections A through C) shall survive expiration or termination of this Agreement.

12.   NO PUBLICITY OR ENDORSEMENT.

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13.   COUNTY PROPERTY AND INFORMATION.

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

14.   RECORDS, AUDIT, AND REVIEW.

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession, and will maintain those records for at least four (4) years following the termination of this Agreement. All accounting records must be kept in accordance with generally accepted accounting practices. County will have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars ($10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County. If Federal, State or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of

audit exceptions and any other related costs directly to County as specified by County in the notification.

15. INDEMNIFICATION AND INSURANCE.

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – Standard Indemnification and Insurance Provisions attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION.

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT.

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

18. NON-ASSIGNMENT.

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION.

A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Nonappropriation of Funds.**

i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make

payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

    ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

    iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B(s), Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

C. **Upon Termination.** Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing

is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SUSPENSION FOR CONVENIENCE.

The Director of the Department of Behavioral Wellness or designee may, without cause, order Contractor in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 120 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

21. SECTION HEADINGS.

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. TIME IS OF THE ESSENCE.

Time is of the essence in this Agreement and each covenant and term is a condition herein.

25. NO WAIVER OF DEFAULT.

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

26. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the

Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness or designee. Except as otherwise provided in this Agreement, the Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

27. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

28. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; policies; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance, statute, regulation, order, policy, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

29. CALIFORNIA LAW AND JURISDICTION.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

32. SURVIVAL.

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

33. PRECEDENCE.

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

34. COURT APPEARANCES.

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials. County shall issue subpoenas for the required witnesses upon request of Contractor.

35. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

The Contractor shall comply with the requirements of 2 C.F.R. Part 200 and 45 C.F.R. Part 75, which are hereby incorporated by reference in this Agreement.

36. MANDATORY DISCLOSURE.

A. Prohibited Affiliations.

1. Contractor shall not knowingly have any prohibited type of relationship with the following:

   i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

   ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. Section 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)

2. The Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in any Federal health care program (as defined in Section 1128B(f) of the Social Security Act) under either Section 1128 (42 U.S.C. § 1320a-7), 1128A (42 U.S.C. § 1320a-7a), 1156 (42 U.S.C. 1320c-5), or 1842(j)(2) (42 U.S.C. § 1395u(j)(2)) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

3. The Contractor shall not have the types of relationships prohibited by Subsection A (Prohibited Affiliations) of this Section 36 (Mandatory Disclosure) with an excluded, debarred, or suspended individual, provider, or entity as follows:

   i. A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

  ii. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)

  iii. A person with beneficial ownership of five (5) percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)

  iv. An individual convicted of crimes described in Section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)

  v. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Agreement. (42 C.F.R. § 438.610(c)(4).)

  vi. The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

B. Written Disclosures.

 1. **Written Notice of Prohibited Affiliations.** The Contractor shall provide to County written disclosure of any prohibited affiliation identified by the Contractor or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

 2. **Ownership or Controlling Interests.** Pursuant to 42 C.F.R. § 455.104, Medicaid providers, other than an individual practitioner or group of practitioners; fiscal agents; and managed care entities ("Disclosing Entities") must disclose certain information related to persons who have an "ownership or control interest" in the Disclosing Entity, as defined in 42 C.F.R. § 455.101. (For the purposes of this section "person with an ownership or control interest" means a person or corporation that – a. Has an ownership interest totaling five percent or more in a Disclosing Entity; b. Has an indirect ownership interest equal to five percent or more in a Disclosing Entity; c. Has a combination of direct and indirect ownership interests equal to five percent or more in a Disclosing Entity. d. Owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the Disclosing Entity if that interest equals at least five percent of the value of the property or assets of the Disclosing Entity.) The disclosure must include the following information:

  i. The name, address, date of birth, and Social Security Number of any **managing employee**, as that term is defined in 42 C.F.R. § 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Directors.

  ii. The name and address **of any person (individual or corporation) with an ownership or control interest** in the Disclosing Entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

  iii. Date of birth and Social Security Number (in the case of an individual).

iv.   Other tax identification number (in the case of a corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) or in any subcontractor in which the Disclosing Entity (or fiscal agent or managed care entity) has a five percent or more interest.

v.   Whether the person (individual or corporation) with an ownership or control interest in the Disclosing Entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Disclosing Entity has a five percent or more interest is related to another person with ownership or control interest in the Disclosing Entity as a spouse, parent, child, or sibling.

vi.   The name of any other Disclosing Entity in which an owner of the Disclosing Entity has an ownership or control interest.

vii.   Is an officer or director of a Disclosing Entity that is organized as a corporation.

viii.   Is a partner in a Disclosing Entity that is organized as a partnership.

3. **Timing for Disclosure of Ownership and Controlling Interests.** Contractor shall complete a Disclosure of Ownership or Controlling Interest form provided by County upon submitting a provider application; before entering into or renewing its contract; annually, upon request during the re-validation of enrollment process under 42 C.F.R. Section 455.104; within 35 days after any change of ownership; or upon any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets.

4. **Business Transactions. (42 C.F.R. § 455.105).**

i.   Contractor agrees to furnish to County or the Secretary of DHCS on request, information related to business transactions. Contractor shall submit, within 35 days of the date on a request by County or the Secretary of DHCS full and complete information about:

a.   The ownership of any subcontractor with whom the provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

b.   Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

5. **Crimes.**

i.   **Violations of Criminal Law.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at

www.sam.gov. Failure to make required disclosures can result in any of the remedies for noncompliance described in 45 C.F.R. Section 75.371 and/or 2 C.F.R. § 200.339, including suspension or debarment. (See also 2 C.F.R. parts 180 and 376, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

ii. **Persons Convicted of Crimes Related to Federal Health Care Programs.** Contractor shall submit the following disclosures to County regarding its owners, persons with controlling interest, agents, and managing employee's criminal convictions prior to entering into this Agreement and at any time upon County's request:

a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. Section 455.101.

iii. **Timing for Disclosures of Crimes.** The Contractor shall supply disclosures regarding crimes before entering into the contract and at any time upon the County or DHCS' request.

C. **Lobbying.** Contractor shall complete a Certification Regarding Lobbying as set forth in Exhibit D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in Exhibit D, Attachment 2, of this Agreement, which are incorporated herein by this reference.

1. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

D. **Remedies.**

1. **Denial of Federal Financial Participation (FFP) for Failure to Provide Timely Disclosures**.

    i. FFP is not available in expenditures for services furnished by Contractors who fail to comply with a request made by the County or Secretary of DHCS under this section Mandatory Disclosures, or under 42 C.F.R. § 420.205 (Medicare requirements for disclosure).

    ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the County or the Secretary of DHCS and ending on the day before the date on which the information was supplied.

    iii. A provider shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the County or DHCS (Welf. & Inst. Code § 14043.3).

2. **Other Remedies.** County or DHCS may pursue any remedies provided by law, including but not limited to, the right to withhold payments, disallow costs, or issue a CAP, pursuant to Cal. Health and Safety Code, Section 11817.8(h) for Contractor's failure to provide required disclosures.

37. PROCUREMENT OF RECOVERED MATERIALS.

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

38. DOMESTIC PREFERENCES FOR PROCUREMENTS.

A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.

B. For purposes of this section:

1. ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. ''Manufactured products'' means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

39.   CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387). Contractor shall promptly disclose, in writing, to the COUNTY, the Federal Awarding Agency, and the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that Contractor itself, a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. §§ 7401-7671q) or the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387).

41.   PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

   A. Contractors are prohibited from obligating or expending loan or grant funds to:

   1. Procure or obtain;

   2. Extend or renew a contract to procure or obtain; or

   3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

      i.   For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

      ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

      iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

   B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure

replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. See Public Law 115-232, section 889 for additional information.

D. See also § 200.471.

THIS SECTION LEFT BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for ServiceNow Software as a Service Applications between the **County of Santa Barbara** and **Alcor Solutions, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2023.

COUNTY OF SANTA BARBARA:

By: _____
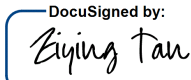DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

ALCOR SOLUTIONS, INC.

By: *Ziying Tan*
DDA9E53FBA54468...
Authorized Representative

Name: Ziying Tan

Title: Principal

Date: 8/10/2023

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: *Bo Bae*
CAFCD5445C0F408...
Deputy County Counsel
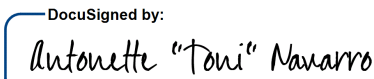
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: *Robert Geis*
02B49E53797F440...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: *Antonette "Toni" Navarro*
2095C5A16FE1474...
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: *Greg Milligan*
DC240AC1E64247D...
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – STATEMENT OF WORK

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B   Financial Provisions

EXHIBIT B-1   Schedule of Rates

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT D – CERTIFICATION REGARDING LOBBYING

EXHIBIT E – SERVICENOW SUBSCRIPTION SERVICE TERMS

EXHIBIT A

STATEMENT OF WORK

EXHIBIT A

STATEMENT OF WORK

1. **SUMMARY.** ServiceNow is a digital workflow platform that improves employee and customer workflows. ServiceNow, Inc. (ServiceNow) is a cloud-based company that provides software as a service (SaaS) for technical management support. ServiceNow specializes in IT services management (ITSM), IT operations management (ITOM) and IT business management (ITBM), allowing users to manage projects, teams, and customer interactions via a variety of apps and plugins. Carahsoft Technology Corp. (Carahsoft) is the distributor for ServiceNow in the public sector. Alcor Solutions, Inc. (Alcor or Contractor) is a ServiceNow® Services & Sales Partner and authorized reseller of ServiceNow SaaS applications.

2. **ACCESS AND USE.**

   A. Alcor shall cause, pursuant to its agreement with Carahsoft, that Carahsoft shall cause ServiceNow to provide to County the ServiceNow and AccessFlow software as a service products described in Exhibit B-1 (Schedule of Rates) (Subscription Service) in accordance with the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, Data Processing Addendum, Product and Use Definitions, Product Overview, and the applicable Service Description for the purchased packaged services, all of which are expressly deemed incorporated herein by this reference and as set forth in Attachment E (collectively, the "ServiceNow Subscription Service Terms").

      1. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms.

      2. In the event of conflict between a term(s) in this Agreement and the ServiceNow Subscription Service Terms, then the term(s) in this Agreement shall prevail.

   B. County access and use of the Subscription Service are pursuant to the ServiceNow Subscription Service Terms.

3. **SERVICE LEVELS AND SUPPORT.** The Subscription Service shall be made available to County in accordance with the service levels set out in the ServiceNow Subscription Service Terms. The access rights granted hereunder entitles County to the support services described in the ServiceNow Subscription Service Terms.

4. **RENEWAL ORDERS.** *Renewal Order* is defined as an order submitted to Alcor prior to the expiration of this Agreement with the intent of initiating the renewal of the County's access and use of product(s) included in this Agreement. *Renewal Product* is defined as a product included in this Agreement for which County intends to renew its license(s). The following conditions apply to Renewal Orders:

   A. Alcor shall cause, pursuant to its agreement with Carahsoft, that Carahsoft shall cause ServiceNow to do the following:

      1. Continue making the Renewal Products in this Agreement commercially available to County at the time of the Renewal Order; and

2. If the Renewal Product is no longer available at the time of the Renewal Order, make available ServiceNow's then-available subscription product that is substantially equivalent to the Renewal Product in this Agreement to County.

B. The pricing model in this Agreement shall continue to be made available to County by Alcor at the time of the Renewal Order;

C. The units of a Renewal Product in the Renewal Order shall be equal to, or greater than, the units of that Renewal Product included in this Agreement unless otherwise agreed to by the parties;

D. Any Agreement resulting from a Renewal Order shall have a term of at least twelve (12) months unless otherwise agreed to by the parties;

E. A Renewal Order must be placed prior to the expiration of this Agreement; and

F. The terms of Section 4 (Renewal Orders) do not apply to new products that are offered for sale after the start date of this Agreement, products that are not included in this Agreement, or professional services, trainings, or events.

EXHIBIT B

FINANCIAL PROVISIONS

EXHIBIT B

FINANCIAL PROVISIONS

Periodic Compensation (with attached Exhibit B-1 – Schedule of Rates)

1. <u>Maximum Contract Amount.</u> For the software as a service (SaaS) products under this Agreement, Contractor shall be paid at the rate specified in Exhibit B-1 (Schedule of Rates), with a maximum contract amount not to exceed **$334,836,** inclusive of $111,612 per fiscal year. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this maximum contract amount for Contractor's performance hereunder without a properly executed amendment.

    A. The license pricing identified in Exhibit B-1 (Schedule of Rates) (Monthly Cost) is the price that will be available to County for the duration of the term of this Agreement. If at any time during the term of this Agreement County requires additional licenses, those licenses will be made available at the same cost per license as shown in Exhibit B-1 (Schedule of Rates).

2. <u>Payment of Fees</u>. Payment for the SaaS products shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in Exhibit A (Statement of Work).

3. <u>Proper Invoice.</u> Contractor shall submit to County's Representative an invoice or certified claim on the County Treasury for SaaS product fees over the period specified. Invoices submitted for payment that are based upon Exhibit B-1 (Schedule of Rates) must contain sufficient detail and provide supporting documentation to enable an audit of the charges.

    A. The invoice must show the Agreement number, the services performed or detailed statement of purchases with receipts, the rate and authorization form, if applicable.

    B. County's Representative:

        Santa Barbara County
        Department of Behavioral Wellness
        Attn: Accounts Payable
        429 North San Antonio Road
        Santa Barbara, CA 93110
        ap@sbcbwell.org

4. <u>Correction of Work</u>. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

EXHIBIT B-1

SCHEDULE OF RATES

Subscription	Type	Units	Yearly Cost
ServiceNow® HR Enterprise Onboarding	HR User	750	$ 54,000
ServiceNow® Customer Service Management Standard	Fulfiller User	50	$ 54,372
ServiceNow® AI Search Starter	N/A	1	$ 0
ServiceNow® IntegrationHub Starter	Transaction	1	$ 0
AccessFlow	Transaction	1620	$ 3,240
FY 23-24 Maximum Contract Amount Not to Exceed:			$ 111,612
FY 24-25 Maximum Contract Amount Not to Exceed:			$ 111,612
FY 25-26 Maximum Contract Amount Not to Exceed:			$ 111,612
FY 23-26 Maximum Contract Amount Not to Exceed:			**$ 334,836**

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS

(For Information Technology Contracts version 2022 03 02)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
   Coverage shall be at least as broad as:

   1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

   2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

   3. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII."

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

    i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
    iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D

CERTIFICATION

REGARDING LOBBYING

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Alcor Solutions	Ziying Tan
Name of Contractor	Printed Name of Person Signing for Contractor
	Ziying Tan
	DDA9E53FBA54468
Contract I Grant Number	Signature of Person Signing for Contractor
8/10/2023	Principal
Date	Title

After execution by or on behalf of Contractor, please return to:

Santa Barbara County Department of Behavioral Wellness
Contracts Division
Attn: Contracts Manager
429 N. San Antonio Rd.
Santa Barbara, CA 93110

County reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

Approved by OMB
0348-0046

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action:
[ ] a. contract
      b. grant
      c. cooperative agreement
      d. loan
      e. loan guarantee
      f. loan insurance
	2. Status of Federal Action:
	[ ] a. bid/offer/application
	      b. initial award
	      c. post-award
		3. Report Type:
		[ ] a. initial filing
		      b. material change
		
		For Material Change Only: Year
		_____quarter _____
		date of last report _____.

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _, if known: Congressional District If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District If known:	
6. Federal Department Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: $	
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI):*	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: Date:	
Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the Individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT E

SERVICENOW SUBSCRIPTION SERVICE TERMS

PUBLIC SECTOR SUBSCRIPTION TERMS OF SERVICE

THESE PUBLIC SECTOR SUBSCRIPTION TERMS OF SERVICE ("**TERMS OF SERVICE**") APPLY ONLY IF THE CUSTOMER IS AN EXECUTIVE AGENCY OR DEPARTMENT OF THE U.S. FEDERAL, STATE, OR LOCAL GOVERNMENT ("**GOVERNMENT ENTITY**"). THESE TERMS OF SERVICE SHALL BE INCORPORATED IN ANY ORDER ISSUED BY SUCH CUSTOMER. IF THE CUSTOMER IS NOT A GOVERNMENT ENTITY, THEN SERVICENOW'S SUBSCRIPTION SERVICE AGREEMENT (LOCATED AT HTTPS://WWW.SERVICENOW.COM/UPGRADE-SCHEDULES.HTML) APPLIES.

These Terms of Service include the General Terms and Conditions, Customer Support Addendum ("CSA"), Data Security Addendum ("DSA"), Data Processing Addendum ("DPA"), and the ServiceNow Store Terms of Use (collectively, "Operational Terms"), and any other terms expressly referenced herein, all of which are expressly incorporated in these Terms of Service and attached by this reference. References to the "Agreement" in the Operational Terms shall generally mean these Terms of Service, and references to an agreement between ServiceNow and Customer shall mean the Ordering Document or Reseller Order (as defined below) executed between the Customer and Reseller, or ServiceNow and Reseller, respectively, and as appropriate based on context. References to a "Use Authorization" or "Order Form" in the Operational Terms shall mean the Ordering Document.

Pursuant to a separate transaction between the customer entity (**"Customer"**) and ServiceNow's authorized reseller ("**Reseller**"), Customer has purchased from Reseller certain services to be delivered by ServiceNow. These Terms of Service specify the terms and conditions under which those services will be provided by ServiceNow, apart from price, payment and other terms specified in the separate agreement between Customer and Reseller.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**

    1.1 "**Ancillary Software**" means software licensed by ServiceNow to Customer that is typically deployed on Customer's machines to enable access to and use of the Subscription Service. Ancillary Software may include or be provided with code licensed under third-party license agreements, including open sourcesoftware.

    1.2 "**Claim**" means any third-party suit, claim, action, or demand.

    1.3 "**Confidential Information**" means: **1)** ServiceNow Core Technology (which is ServiceNow's Confidential Information); **(2)** Customer Data and Customer Technology (which is Customer's Confidential Information); **(3)** any of a party's information that, due to the nature of the information or circumstances of disclosure, the receiving party should reasonably understand it to be confidential and **(4)** to the extent permitted by Law, the specific terms of these Terms of Service, and any amendment or attachment (which will be deemed Confidential Information of both parties). Confidential Information excludes any information that: **(a)** is or becomes generally publicly known without fault or breach by receiving party; **(b)** that receiving party obtains (rightfully and without restriction on use or disclosure)from a third party entitled to make the disclosure; or **(c)** that is independently developed by receiving party without using disclosing party's Confidential Information.;

    1.4 "**Customer Data**" means electronic data that is uploaded by or for Customer or its agents, employees, or contractors, and processed in the Subscription Service, excluding ServiceNow Core Technology.

    1.5 "**Customer Technology**" means software, methodologies, templates, business processes, documentation, or other material originally authored, invented, or otherwise created by or for Customer (but not by ServiceNow) for use with the Subscription Service, excluding ServiceNow Core Technology.

    1.6 "**Deliverable**" means anything created for Customer in performance of Professional Services other than Newly Created IP.

    1.7 "**Documentation**" means the then-current ServiceNow documentation for the Subscription Service or Ancillary Software at https://docs.servicenow.com. Documentation includes solely technical program or interface documentation, user manuals, operating instructions, and release notes.

1.8 "**IPR**" means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights.

1.9 "**Law**" means any applicable law, rule, statute, decree, decision, order, regulation, and judgmentof any government authority (federal, state, local, or international) having jurisdiction.

1.10 "**Newly Created IP**" means IPR in the inventions or works of authorship that are made by ServiceNow specifically for Customer in the course of performing Professional Services for Customer that are expressly identified as "Newly Created IP" in an SOW, excluding ServiceNow Core Technology.

1.11 "**Ordering Document**" means a written agreement entered into solely between Reseller and Customer specifying the ServiceNow services that Customer has purchased, along with the term and scope of the authorized use thereof, subject to these Terms of Service. An Ordering Document is not binding on ServiceNow.

1.12 "**Product Overview**" means ServiceNow's published description of its products and the functionality of such products, solely to the extent attached to or expressly referenced in the Ordering Document.

1.13 "**Professional Services**" means any consulting, development, or educational services provided by or for ServiceNow pursuant to an agreed SOW or Service Description.

1.14 "**Reseller Order**" means the supporting order executed by ServiceNow and Reseller or ServiceNow's authorized distributor, as applicable.

1.15 "**Service Description**" means the written description for a packaged Professional Service, attached to or referenced in an Ordering Document.

1.16 "**ServiceNow Core Technology**" means: **(1)** the Subscription Service, Ancillary Software, Documentation, and technology and methodologies (including products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects, and documentation) created by or for, or licensed to, ServiceNow; and **(2)** updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related documentation.

1.17 "**SOW**" means a statement of work or work order that describes scoped Professional Services by and between ServiceNow and Reseller or ServiceNow's authorized distributor, as applicable.

1.18 "**Subscription Service**" means the ServiceNow software-as-a-service offering ordered by Customer under an Ordering Document.

1.19 "**Subscription Term**" means the period of authorized access to and use of the Subscription Service, as set forth in an Ordering Document.

2. SERVICENOW RESPONSIBILITIES

2.1 PROVISION OF THE SUBSCRIPTION SERVICE; COMPLIANCE WITH LAWS. During the Subscription Term, ServiceNow will: (1) make the Subscription Service available to Customer pursuant to these Terms of Service, and (2) provide Customer Support, an Availability SLA, Upgrades and Updates, and ServiceNow's Insurance Coverage disclosure as described in the Customer Support Addendum ("**CSA**") at https://www.servicenow.com/upgrade-schedules.html; and (3) provide the Subscription Service in accordance with all Laws applicable to ServiceNow's provision of the products and services to its general customer base (i.e., without regard to Customer's particular use of the Subscription Service or Laws not applicable to ServiceNow as a lower-tier supplier).

2.2 PROTECTION AND RETURN OF CUSTOMER DATA. During the Subscription Term, ServiceNow will maintain a written Security Program that includes policies, procedures and controls aligned to ISO27001, or a substantially equivalent standard, that includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access as described in the data security addendum ("**DSA**") at https://www.servicenow.com/upgrade-schedules.html. The terms of the data processing addendum at https://www.servicenow.com/upgrade-schedules.html ("**DPA**") shall apply to ServiceNow's Processing of Personal Data (as defined in the DPA). Upon written request by Customer within 45 days after termination or expiration of the Subscription Service, ServiceNow will provide any Customer Data in the Subscription Service to Customer in ServiceNow's standard

database export format at no additional charge to the Reseller under the applicable Reseller Order. After such 45 day period, ServiceNow shall have no obligation to maintain or provide any Customer Data and will, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control, delete Customer's instances of the Subscription Service, and upon written request, provide confirmation of such deletion.

2.3 UPDATES. The CSA, DSA and DPA in effect as of the date of the Ordering Document will apply to the Subscription Services specified on such Ordering Document. ServiceNow may update the CSA, the DSA and the DPA, however, in no event will any update be effective until the end of the applicable Subscription Term.

3.   ACCESS AND USE RIGHTS; RESTRICTIONS; PROFESSIONAL SERVICES

3.1 ACCESS AND USE RIGHTS. For each Subscription Term, ServiceNow grants the access and use rights set forth in this Section 3 to the ServiceNow Core Technology described in the applicable Ordering Document.

3.1.1. SUBSCRIPTION SERVICE. ServiceNow authorizes Customer to access and use the Subscription Service during the Subscription Termin the applicable Ordering Document, solely for its internal business purposes in accordance with the Documentation.

3.1.2. ANCILLARY SOFTWARE. ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 11.1), non-exclusive, royalty-free license during the Subscription Term to install and execute Ancillary Software on Customer's machines,solely to facilitate Customer's authorized access to and use of the Subscription Service.

3.2 RESTRICTIONS. With respect to the ServiceNow Core Technology, Customer will not (and will not permit others to): **(1)** use it in excess of contractual usage limits (including as set forth in the Ordering Document), or in a manner that circumvents use limits or technological access control measures; **(2)** license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties, except as may otherwise be expressly stated herein or in a Ordering Document; **(3)** access it for purposes of developing or operating products or services for third-parties in competition with the ServiceNow Core Technology; **(4)** disassemble, reverse engineer, or decompile it; **(5)** copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in these herein; **(6)** remove or modify a copyright or other proprietary rights notice in it; **(7)** use it in violation of Law (including those applicable to collection and processing of Customer Data through the Subscription Service); **(8)** use it to reproduce, distribute, display, transmit, or use material protected by copyright or other I P R (including the rights of publicity) without first obtaining the owner's permission; **(9)** use it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation; or **(10)** access or disable any ServiceNow or third-party data, software, or network (other than Customer's instance of the Subscription Service). Customer will notify ServiceNow at legalnotices@servicenow.com 30 days before it engages in any of the foregoing acts that it believes it may be entitled to and provide reasonably requested information to allow ServiceNow to assess Customer's claim. ServiceNow may, in its discretion, provide alternatives that reduce adverse impacts on ServiceNow's I P R or other rights.

3.3 PROVISION OF PROFESSIONAL SERVICES. Customer and Reseller may enter into one or more SOWs in an Ordering Document which may incorporate one or more Service Descriptions for the provision of Professional Services by ServiceNow. ServiceNow will perform the Professional Services, subject to the fulfillment of any Customer responsibilities and payments due, as stated in the Ordering Document.

4.   ORDERING

4.1 RESELLER ORDERS. Customer shall order and purchase the Subscription Service and Professional Services directly from Reseller pursuant to an agreement specifying price, payment, and other commercial terms reflected in an Ordering Document. ServiceNow is not a party to the Ordering Document, but will provide the purchased services pursuant to a Reseller Order and these Terms of Service. Reseller is not authorized to make any changes to these Terms of Service or bind ServiceNow to any additional or different terms or conditions, except as ServiceNow may expressly agree in writing in a

Reseller Order or any agreed SOW attached thereto. Subsequent or additional orders for ServiceNow products or services may be placed by Customer through Reseller.

4.2 USE VERIFICATION. ServiceNow or Reseller may remotely review the scope of Customer's use of the Subscription Service, and on ServiceNow or Reseller's written request, Customer will provide reasonable assistance to verify Customer's compliance with these Terms of Service with respect to access to and use of the Subscription Service. If ServiceNow or Reseller determines that Customer has exceeded its permitted access and use rights to the Subscription Service, ServiceNow or Reseller will notify Customer, and Customer will within 30 days, either: **(1)** disable any unpermitted use, or **(2)** purchase additional subscriptions commensurate with Customer's actual use.If Customer fails to regain compliance within such thirty (30) day period, Customer will stop accessing, and ServiceNow and Reseller will stop providing access to, the Subscription Service, in addition to any other available rights or remedies.

5. INTELLECTUAL PROPERTY

5.1 SERVICENOW OWNERSHIP. As between the parties, ServiceNow and its licensors exclusively own all right, title, and interest in and to all I P R in the ServiceNow Core Technology, notwithstanding anything in an Ordering Document or other documents purportedly to the contrary. Except for the access and use rights, and licenses expressly granted in Section 3, ServiceNow, on behalf of itself and its licensors, reserves all rights in the ServiceNow Core Technology and does not grant Customer any rights except those expressly set forth herein. Any ServiceNow Core Technology delivered to Customer, or to which Customer is given access has been licensed, not sold, even if, for convenience, ServiceNow or Reseller makes reference to words such as "sale" or "purchase" in the applicable Ordering Document or other documents.

5.2 CUSTOMER OWNERSHIP. As between the parties, Customer and its licensors will retain all right, title, and interest in and to all I P R in Customer Data and Customer Technology. Customer grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferrable (except underSection 11.1 , worldwide, right to use Customer Data and Customer Technology solely to provide and support the ServiceNow Subscription Service.

5.3 FEEDBACK. If Customer provides suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Subscription Service (collectively, "**Feedback**") Customer grants to ServiceNow a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 11.1), non-exclusive, irrevocable, perpetual, worldwide right and license to use, license, and commercialize Feedback (including by incorporation of such Feedback into ServiceNow Core Technology) without restriction.

5.4 PROFESSIONAL SERVICES. Subject to this Section 5.4, ServiceNow assigns (and in the future is deemed to have assigned) to Customer any Newly Created IP upon receipt of payment in full to ServiceNow under the SOW that specifies the creation of Newly Created IP. If any ServiceNow Core Technology is incorporated into a Deliverable, ServiceNow grants to Customer a non-exclusive, royalty-free, non-transferable (except under Section 11.1), non-sublicensable worldwide license to use such ServiceNow Core Technology in connection with the use of Subscription Service under these Terms of Service during the applicable Subscription Term. Nothing in these Terms of Service may be construed to limit ServiceNow's right to perform (and to assign employees or contractors to perform) similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

6. WARRANTIES; DISCLAIMER OF WARRANTIES

6.1 SERVICENOW WARRANTIES. ServiceNow warrants that: (1) during the Subscription Term, Customer's production instance of the Subscription Service will materially conform to the Product Overview; and (2) Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements in the applicable SOW or Service Description.

6.2 REMEDIES.

6.2.1. SUBSCRIPTION SERVICE. If any non-conformity to the Product Overview (excluding any non-conformity caused by a modification to the Subscription Service made by Customer or a third-party acting at Customer's direction), persists without relief more than 30 days after Customer's notice to the Reseller of the non-conformity, then upon ServiceNow's timely receipt of such notice from Reseller, as Customer's exclusive remedy (and ServiceNow's sole liability in connection with this warranty), ServiceNow may terminate the affected Subscription Service immediately, and ServiceNow will refund to Reseller any prepaid subscription fees covering the remainder of the applicable Subscription Term for the non-conforming Subscription Service after the date of termination, whereupon Customer may submit to Reseller a claim for

refund of any amounts paid for the same. This Section 6.2.1 sets forth Customers exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.

6.2.2. PROFESSIONAL SERVICES. If within 30 days after performance of any non-conforming Professional Services Customer notifies Reseller of a breach then, upon ServiceNow's timely receipt of notice from Reseller, ServiceNow at its option will, as Customer's exclusive remedy (and ServiceNow's sole liability in connection with this warranty) either use commercially reasonable efforts to re-perform the Professional Services in conformance with the material requirements of the applicable SOW or Service Description or terminate the affected Professional Services and refund to Reseller any amounts paid for the nonconforming Professional Services, whereupon Customer may submit to Reseller a claim for refund of any amounts paid for the same. This Section 6.2.2 sets forth Customers exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.

6.3   DISCLAIMER. **Except for the warranties expressly stated in this Section 6, to the maximum extent allowed by Law, ServiceNow disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written, including warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, and any warranties arising from usage of trade, course of dealing, or course of performance). Without limiting the above, ServiceNow does not warrant that the Subscription Service: (1) will meet the requirements of Customer or others; or (2) will be accurate or operate without interruption or error; or (3) is designed for any purpose requiring fail-safe performance for which failure could result in death, personal injury or severe physical, property, or environmental damage.**

7.   CONFIDENTIAL INFORMATION

7.1   RIGHTS AND OBLIGATIONS. To the extent permitted by law, the recipient of Confidential Information will: **(1)** at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event less than reasonable care; and **(2)** not use it except to the extent necessary to exercise rights and obligations under the Ordering Document or these Terms of Service. Each party will limit the disclosure of the other's Confidential Information to those of its employees and contractors with a need to know such Confidential Information to exercise its rights and obligations under the Ordering Document and these Termsof Use, and then only to employees and contractors subject to binding disclosure and use restrictions at least as protective as those in these Terms of Service. Each party's obligations under this Section 7 will remain in effect during, and for 3 years after termination of the Subscription Term. Receiving party will, at disclosing party's request, return all originals, copies, reproductions, and summaries of Confidential Information and other tangible materials and devices provided to receiving party as Confidential Information, or at disclosing party's option, certify destruction of the same. Provisions for return of Customer Data are set forth in Section 11.2 (Return of Customer Data).

7.2   THIRD PARTY REQUESTS. These Terms of Service will not prevent receiving party from disclosing the other party's Confidential Information to a court, or governmental body pursuant to a valid court order, Law, subpoena, or regulation, but only if receiving party: **(1)** gives prompt notice (or the maximum notice permitted under Law) before making the disclosure, unless prohibited by Law; **(2)** to the extent permitted by law, reasonably assists disclosing party, at disclosing party's cost, in its lawful efforts to resist or limit such disclosure; and **(3)** discloses only that portion of disclosing party's Confidential Information that is legally required to be disclosed.

8.   INDEMNIFICATION

8.1   BY SERVICENOW.

8.1.1. OBLIGATION. Subject to this Section 8, ServiceNow will: **(1)** defend Customer, and its and their officers, directors, and employees against any Claim to the extent alleging any: **(a)** ServiceNow Core Technology used in accordance with these Terms of Service infringes any IPR of any unaffiliated third-party ("IPR Claim"); or **(b)** ServiceNow personnel when onsite at Customer's premises caused death, bodily harm, or damage to tangible personal property due to their negligence or willful misconduct; and **(2)** pay any settlement amount or court-ordered damages award, under the forgoing clauses (1)(a) or (1)(b) to the extent arising from such Claim.

8.1.2. MITIGATION. In connection with any IPR Claim, ServiceNow may: **(1)** contest the Claim; **(2)** obtain claimant's permission for Customer's continued use of the applicable Subscription Service or ServiceNow Core Technology; **(3)** replace Customer's access to or use of the applicable Subscription Service or ServiceNow Core Technology with substantially similar functionality that avoids the Claim; or, **(4)** if ServiceNow determines the foregoing clauses (1), (2), and

(3) are commercially impracticable, terminate Customer's access to and use of the affected Subscription Service on 60-days' prior notice, whereupon Customer may submit to Reseller a claim for a refund of any prepaid subscription fees covering that part of the applicable Subscription Term for such Subscription Service remaining after the effective date of termination.

8.1.3. LIMITATIONS. Notwithstanding the above, ServiceNow has no obligation or liability for any Claim under Section 8.1.1(1)(a) to the extent arising from: **(1)** use of any ServiceNow Core Technology not expressly authorized under these Terms of Service, to the extent the Claim would have been avoided without such access or use; **(2)** Customer Data or Customer Technology; or **(3)** use of ServiceNow Core Technology: **(a)** in violation of Law; **(b)** after termination under Section 8.1.2(4); or **(4)** modification to the ServiceNow Core Technology to Customer's specifications or by anyone other than ServiceNow or its contractors, or if combined with anything not provided by ServiceNow, if the Claim would have been avoided but for such modifications or combinations.

8.2 CUSTOMER WARRANTY. Customer warrants that: (1) Customer Data, (2) Customer Technology, and (3) a modification to any ServiceNow Core Technology made to Customer's specifications or otherwise made by or on behalf of Customer by any person other than ServiceNow or a person acting at ServiceNow's direction (but only if the Claim would have been avoided by use of the unmodified ServiceNow Core Technology), does not infringe any IPR, or violates any third-party privacy rights.

8.3 PROCESS. ServiceNow's duty to indemnify under Section 8.1 is subject to Customer **(1)** notifying ServiceNow promptly of any actual or threatened Claim, **(2)** except where prohibited by Law, giving ServiceNow sole control of the defense of such Claim and of any related settlement negotiations, and **(3)** cooperating and, at ServiceNow's reasonable request and expense, allowing ServiceNow to assist in such defense. Neither party will stipulate, acknowledge, or admit fault or liability on the other's part without the other's prior, written consent. ServiceNow will not publicize any settlement without the Customer's prior, written consent.. **To the extent the parties perform as required, this Section 8 states ServiceNow's entire liability and the Customer's exclusive remedy for third-party claims and third-party actions.**

9. LIMITATION OF LIABILITY

9.1 LIMITED LIABILITY. **ServiceNow shall have no liability for any refund that, in accordance with these Terms of Service, is to be paid by Reseller. To the extent permitted by Law, ServiceNow's total, cumulative liability arising out of or related to these Terms of Service and the products and services provided under it and the Ordering Document, whether based on contract, tort (including negligence), or any other legal or equitable theory, will be limited to the amounts received for the Subscription Service or the provision of Professional Services giving rise to the claim during the 12-month period preceding the first event giving rise to liability. Multiple claims will not enlarge this limit.**

9.2 EXCLUDED DAMAGES. **To the extent permitted by Law, neither ServiceNow nor Customer will be liable to the other or any third party for lost profits (direct or indirect), for loss of use or data, or for any 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.**

9.3 APPLICABILITY. **The limits in Section 9.1 and exclusions in Section 9.2 do not apply: (1) obligations to pay for products, services, or taxes; (2) obligations to pay third parties under Section 8; (3) IPR infringement, or (4) an action in tort, separate or distinct from a cause of action for breach of these Terms of Service, for the party's gross negligence or willful misconduct.**

10. TERM AND TERMINATION

10.1 GENERALLY. The Subscription Term for the Subscription Service shall begin on the Term Start Date and continue until the Term End Date indicated in the Reseller Order. Professional Services are separately ordered from the Subscription Service and are not required for use of the Subscription Service. A party's breach of its Professional Services obligations will not by itself constitute a breach by that party of its Subscription Service obligations, even if the services are enumerated in the same Ordering Document.

10.2 SUBSCRIPTION SERVICE. On termination of an Ordering Document, Reseller Order, or expiration of a Subscription Term, Customer will stop accessing and using, and ServiceNow will stop providing, the Subscription Service and

all related rights granted to Customer in these Terms of Service terminate immediately, automatically, and without notice. Customer will, within 30 days after the effective date of termination by Customer for ServiceNow's breach, submit to Reseller a claim for refund for any prepaid fees paid to Reseller covering that part of the Subscription Term for the affected Subscription Service, if any, remaining after the effective date of termination.

10.3   SURVIVAL. Sections 3.3 (Restrictions), 5(Intellectual Property), 6(Warranties; Disclaimer of Warranties) (solely in accordance with its terms), 7 (Confidential Information) through 9 (Limitation of Liability, 10(Term and Termination) (solely in accordance with its terms), and 11 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of the Subscription Service.

11.   GENERAL PROVISIONS

11.1   ASSIGNMENT. Neither party may assign or novate its rights or obligations under these Terms of Service, by operation of law or otherwise (collectively, "**Assign**"), without the other party's prior written consent. Notwithstanding the foregoing, on notice and without consent: **(1)** either party may in connection with a merger, reorganization, or sale of all or substantially all of such party's assets or equity, Assign these Terms of Service in its entirety to such party's successor; and **(2)** ServiceNow may Assign these Terms of Service in its entirety to any ServiceNow affiliate. Any attempted or purported Assignment in violation of this Section 11.1 isnull and void. Subject to the foregoing, these Terms of Service bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

11.2   EXPORT. The Subscription Service is subject to U.S.and international laws, restrictions, and regulations that may govern the import, export, and use of the Subscription Service ("Export Laws"). Customer agrees to comply with Export Laws that apply to Customer's use of the Subscription Service. Without limiting the foregoing, Customer agrees it will not: **(1)** export, re-export, transfer, or otherwise use the Subscription Service in any country subject to an embargo or other sanctions by the U.S. (currently including Cuba, Iran, North Korea, Sudan, Syria, and Crimea Region of Ukraine); **(2)** export, re-export, or transfer, either directly or indirectly, to a person or entity barred by the applicable Export Laws from participating in export activities; and **(3)** use the Subscription Service for any purpose prohibited by Export Laws, including the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems**.**

11.3   US GOVERNMENT RIGHTS. The Subscription Service and Professional Services are commercial items, and any software therein is commercial computer software (per Federal Acquisition Regulation ("**FAR**" 12.211 and 12.212 and Department of Defense FAR Supplement ("**DFARS**") 227.7202, as applicable). Government Customers shall only have those rights in technical data, computer software, and computer software documentation (collectively, "**data**") set forth in these Terms of Service except that Department of Defense Customers may acquire additional rights in technical data pursuant to DFARS 252.227-7015(b). This provision applies in lieu of any FAR, DFARS, or other data rights clause or provision.

11.4   FORCE MAJEURE. ServiceNow is not, and may not be construed to be, in breach of these Terms if performance is prohibited or delayed by acts outside of ServiceNow's reasonable control, including strikes, lock-outs, or other industrial disputes, or government action; failure of Internet connectivity or backbone or other telecommunications failures, in each case outside of ServiceNow's local network; fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a "**Force Majeure Event**"). ServiceNow will use reasonable efforts to mitigate the effects of such Force Majeure Event.

11.5   WAIVER; AMENDMENT. Failure by ServiceNow to enforce any part of these Terms of Service will not be deemed a waiver of future enforcement of that or any other provision. Only written waivers signed by an authorized representative of the waiving party are effective.

11.6   SEVERABILITY. If any term of these Terms of Service is held invalid, unenforceable, or void by a court of competent jurisdiction, it will be enforced to the maximum extent permissible, and it will be deemed amended or replaced by a valid and enforceable term matching the intent of the original language as closely as possible..

11.7   LAW; JURISDICTION AND VENUE. If Customer is the U.S. Government, these Terms of Service shall be subject to the laws of the United States, and in the event of any dispute arising from or in relation to these Terms of Service, the parties consent to the exclusive jurisdiction of, and venue in, a court of competent jurisdiction under the laws of the United States. If Customer is a state or local government entity, these Terms of Service shall be subject to the laws of the state in which Customer is located, and in the event of a dispute arising from or in relation to these Terms of Service, the parties consent to the exclusive jurisdiction of, and venue in, a court of competent jurisdiction within such state. Otherwise, to the

extent permitted by law, these Terms of Service shall be governed by, and construed in accordance with the Laws of New York, without regard to its conflict of laws principles. The parties irrevocably consent to exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction in New York City, New York to adjudicate any dispute arising out of or related to these Terms of Service. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party, may at any time, and without waiving any other rights under these Terms of Service, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its I P R.

11.8 CONSTRUCTION. ServiceNow may provide Subscription Service only in the English language, unless otherwise agreed in writing. The parties have expressly requested that these Terms of Service and all related documents be drafted in English. Section headings are for convenience only and are not to be used in interpreting these Terms of Service. These Terms of Servicewill be interpreted fairly and in accordance with its terms and without any strict construction in favor of or against any party. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at such URLs.

11.9 ENTIRETY; EXECUTION. These Terms of Service (1) are the parties' entire agreement regarding its subject and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings, negotiations, letters of intent, and proposals, with respect to that subject;excludes any other terms Customer seeks to impose or incorporate or that may be implied by trade, custom, practice, or course of dealing. Customer has not relied on any statement, promise, or representation not expressly included in these Terms of Service, including related to any possible future functionality that ServiceNow may provide or offer.

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CUSTOMER SUPPORT ADDENDUM

All capitalized terms not defined in this Customer Support Addendum will have the meaning given to them in other parts of the Agreement.

1. CUSTOMER SUPPORT

1.0 SUPPORT SCOPE. Customer support is provided to resolve defects causing a nonconformity in the Subscription Service as compared to the Product Overview ("Customer Support"). A resolution to a defect may consist of a fix, workaround, or other relief, as ServiceNow deems reasonable. Customer Support does not include performing the following:

- implementation, configuration, integration or customization services;
- training or assistance with administrative functions;
- resolving immaterial defects;
- resolving defects due to modifications of the Subscription Service made by any person other than ServiceNow or a person acting at ServiceNow's direction; or
- resolving defects on any instance of the Subscription Service not in conformance with Section 3 (Upgrades and Updates).

1.1 ADDITIONAL SUPPORT SERVICES. ServiceNow may, in its sole discretion, offer supplemental Customer Support service options for an additional fee. If Customer chooses to purchase such supplemental services, the applicable additional terms and conditions will be reflected in the applicable package description referenced in Customer's associated ordering document.

1.2 CUSTOMER SUPPORT ACCESS. Customer Support is available Monday through Friday, excluding local holidays, 7:00AM to 7:00PM Local Time via the support portal https://support.servicenow.com/now ("**Support Portal**"). Local Time for access to Customer Support means the designated Customer Support window when ServiceNow technical Support personnel will be addressing Customer's cases for the purposes of the Target Level of Effort. ServiceNow will provide visibility to Customer to Local Time within the Support Portal.

1.3 CASE PRIORITY; TARGET RESPONSE TIME; TARGET LEVEL OF EFFORT

Priority	Definition	Target Response Times	Target Level of Effort
P1	Any defect that causes an instance not to be accessible by authorized users.	60 minutes	Continuously, 24 hours per day, 7 days per week
P2	Any defect that causes a critical function to fail.	4 hours	As appropriate, Monday through Friday, 7AM to 7PM Local Time
P3	Any defect that significantly impedes work or progress.	3 business days	As appropriate, Monday through Friday, 7AM to 7PM Local Time
P4	Any defect that does not significantly impede work or progress.	4 business days	As appropriate, Monday through Friday, 7AM to 7PM Local Time

1.4 CUSTOMER RESPONSIBILITIES

1.4.1. Customer will receive from ServiceNow communications via email, phone, or through the Support Portal regarding the Subscription Service and acknowledges that access to the Support Portal may require multi-factor authentication by Customer.

      1.4.2. Customer will appoint a reasonable number of contacts ("**Customer Authorized Contacts**") to engage Customer Support for questions and technical issues and Customer must maintain current contact information for the following authorized contacts in the Support Portal who have been trained to administer the Subscription Service:

- Primary Business Contact;
- Secondary Business Contact;
- Technical Contact;
- Support Contact;
- Primary Customer Administrator; and
- Security Contact.

1.5 EXCLUSIONS

      1.5.0. Notwithstanding anything herein, the Target Response Times and Priority levels set forth above shall not modify security or privacy breach notification as set forth in the data security, data privacy and processing, or other applicable terms in Customer's underlying Agreement.

      1.5.1. Customer shall be responsible for making appropriate personnel, including Customer's Security Contact, available continuously as needed in the event of a breach as set forth in the data security, data privacy and processing, or other applicable terms in Customer's underlying Agreement.

2. AVAILABILITY SLA

If Customer's production instance of the Subscription Service is Available less than 99.8% during a calendar month, Customer's exclusive remedy is to request ServiceNow issue a service credit ("**Service Credit**") to Customer for the dollar value of the number of minutes the Subscription Service was not Available in the month. Service Credits are determined at the deemed per-minute rate ServiceNow charges to Customer for Customer's use of the affected Subscription Service. Customer may request ServiceNow apply a Service Credit to the next invoice for subscription fees. Customer must request all Service Credits in writing to ServiceNow within 30 days of the end of the month in which the Availability SLA was not met. ServiceNow may delay issuing service credits until such amounts reach $1,000 USD or equivalent currency specified in the applicable Order Form.

"**Available**" means the production instance of the Subscription Service can be accessed by authorized users during a calendar month, excluding Excused Downtime.

"**Excused Downtime**" means: **(a)** Maintenance Time of up to two hours per month; and **(b)** any time the Subscription Service is not Available due to circumstances beyond ServiceNow's control, including modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including direct connectivity and virtual private network ("**VPN**") connectivity to the Subscription Service), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks.

"**Infrastructure Modification**" means repairs, maintenance, improvements, or changes to the cloud infrastructure used by ServiceNow to operate and deliver the Subscription Service. ServiceNow will give Customer 10 days' prior notice of an Infrastructure Modification if ServiceNow, in its reasonable judgment, believes that the Infrastructure Modification will impact Customer's use of its production instances of the Subscription Service, unless, in the reasonable judgment of ServiceNow, the Infrastructure Modification is necessary to: **(a)** maintain the availability, security, or performance of the Subscription Service; **(b)** comply with Law; or **(c)** avoid infringement or misappropriation of third-party IPR.

"**Maintenance Time**" means the time the Subscription Service is not Available due to an Infrastructure Modification, Upgrade, or Update.

3. UPGRADES AND UPDATES

"**Upgrades**" are new Release Families applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. A "**Release Family**" is a complete solution with new features or enhancements to the Subscription Service, including previously released Updates, if applicable. "**Updates**" are ServiceNow's releases (including patches and hotfixes) of the Subscription Service applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term that provide problem fixes or other changes, but do not generally include new functionality. ServiceNow may provide new functionality either: **(a)** as an Upgrade, or **(b)** as different software

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DATA SECURITY ADDENDUM

1. SECURITY PROGRAM

While providing the Subscription Service, ServiceNow will ensure there is a written information security program of policies, procedures and controls aligned to the ISO27001 Series, or substantially equivalent standard, governing the processing, storage, transmission and security of Customer Data (the "**Security Program**"). The Security Program will include industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. ServiceNow updates the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats, provided that no such update will materially reduce the overall level of commitments or protections provided to Customer as described herein.

1.1 SECURITY ORGANIZATION. There will be a Chief Information Security Officer, or equivalent executive, that is designated as responsible for coordinating, managing, and monitoring the information security function, policies, and procedures.

1.2 POLICIES. The information security policies will be: (i) documented; (ii) reviewed and approved by management, including after material changes; and (iii) published, and communicated to personnel, and contractors, including appropriate ramifications for non-compliance.

1.3 RISK MANAGEMENT. There will be information security risk assessments performed as part of a risk governance program that is established with the objective to regularly test, assess and evaluate the effectiveness of the Security Program. Such assessments will be designed to recognize and assess the impact of risks and implement identified risk reduction or mitigation strategies to address new and evolving security technologies, changes to industry standard practices, and changing security threats.

2. CERTIFICATIONS AND AUDITS

2.1 CERTIFICATIONS AND ATTESTATIONS. ServiceNow will establish and maintain sufficient controls to meet certification and attestation for the objectives stated in ISO27001, ISO27018, SSAE 18 / SOC 1 and SOC 2 Type 2 (or equivalent standards) for the Security Program. At least once per calendar year, an assessment against such standards and audit methodologies by an independent third-party auditor will be obtained for environments where Customer Data is stored.

2.2 AUDIT. ServiceNow will allow for and contribute to audits that include inspections by granting Customer access to reasonable and industry recognized documentation evidencing the policies and procedures governing the security and privacy of Customer Data and the Security Program through a self-access documentation portal ("**ServiceNow CORE**") and at no additional costs ("**Audit**"). The information available in ServiceNow CORE will include documentation evidencing the Security Program, inclusive of the privacy policies and procedures regarding Personal Data Processed, as well as copies of certifications and attestation reports (including audits) listed above. To the extent that Customer has not reasonably been able to satisfy its audit requirements by following the procedure outlined in this Clause, ServiceNow will provide Customer with such further assistance as may reasonably be required (in accordance with the assistance obligations described herein) to substantially satisfy such requirements.

2.3 OUTPUT. Upon Customer's request, ServiceNow and Customer may schedule a mutually convenient time to discuss the Audit. In the event the Audit has any findings of material noncompliance with the Data Processing Addendum or this Data Security Addendum ("**DSA**"), then ServiceNow will promptly address such findings of noncompliance. ServiceNow may, in its sole discretion and consistent with industry and ServiceNow's standards and practices, make commercially reasonable efforts to implement Customer's suggested improvements noted in the Audit to improve ServiceNow's Security Program. The Audit and the results derived therefrom are Confidential Information of ServiceNow.

3. PHYSICAL, TECHNICAL, AND ORGANIZATIONAL SECURITY MEASURES

3.1 PHYSICAL SECURITY MEASURES.

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3.1.1.   DATA CENTER FACILITIES. The data center facilities will include: (1) physical access restrictions and monitoring that will include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter deterrents (e.g. fencing, berms, guarded gates), on-site guards, biometric controls, CCTV, and secure cages; and (2) fire detection and fire suppression systems both localized and throughout the data center floor.

3.1.2.   MEDIA. For deletion of data, an industry standard such as NIST 800-88 (or substantially equivalent) will be used for the deletion of sensitive materials, including Customer Data, before final disposition of such media.

3.2   TECHNICAL SECURITY MEASURES.

3.2.1.   ACCESS ADMINISTRATION. Access by personnel to Customer Data will be conducted in a manner that: (i) is protected by authentication and authorization mechanisms; (ii) requires personnel to be assigned a unique user account; (iii) restricts the sharing of individual user accounts; (iv) requires strong authentication with complex passwords; (v) ensures accounts are lock-out enabled; (vi) requires access over a VPN; (vii) requires access privileges be based on job requirements limited to that necessary for the applicable personnel to undertake their duties; (viii) ensures access is revoked upon termination of employment or consulting relationships; and (ix) requires access entitlements be reviewed by management quarterly.

3.2.2.   LOGGING AND MONITORING. The production infrastructure log activities will be centrally collected, secured in an effort to prevent tampering, and monitored for anomalies by a trained security team.

3.2.3.   FIREWALL SYSTEM. Firewall technology will be installed and managed to protect systems and inspect ingress connections. Managed firewall rules will be reviewed in accordance with then-current operating procedures, which will be reviewed no less frequently than quarterly.

3.2.4.   VULNERABILITY MANAGEMENT. Vulnerability scans will be performed within the environment to determine potential vulnerabilities in accordance with then-current security operating procedures, which will be at least quarterly. When software vulnerabilities are revealed and addressed by a vendor patch, the patch will be obtained from the applicable vendor and applied within an appropriate risk-based timeframe in accordance with the then-current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in production systems.

3.2.5.   ANTIVIRUS. Antivirus, anti-malware, and anti-spyware software will be updated on regular intervals and centrally logged.

3.2.6.   CHANGE CONTROL. Changes to the environment will be reviewed to minimize risk. Such changes will be implemented in accordance with then-current standard operating procedure.

3.2.7.   CONFIGURATION MANAGEMENT. Standard hardened configurations for the system components within the environment will be maintained using industry standard hardening guides, such as guides from the Center for Internet Security.

3.2.8.   DATA ENCRYPTION IN TRANSIT. Industry standard encryption will be used to encrypt Customer Data in transit over public networks.

3.2.9.   DATA ENCRYPTION AT REST. The encryption of Customer Data at rest will be determined by Customer and, if encrypted, will be encrypted as determined by Customer according to the applicable offerings.

3.2.10.   ILLICIT CODE AND SECURE SOFTWARE DEVELOPMENT. ServiceNow will follow the secure software development and code review practices described in this section to prevent harm from malware, such as from viruses, worms, date bombs, time bombs, or shut down devices. Software will be developed using secure application development policies and procedures aligned with industry standard practices such as the OWASP Top Ten (or a substantially equivalent standard). Personnel responsible for secure application design and development will receive appropriate training regarding secure application development practices.

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3.2.11. SECURE CODE REVIEW. A combination of static and dynamic testing of code will be performed prior to the release of such code to Customers. Vulnerabilities will be addressed in accordance with the then-current software vulnerability management program. To address vulnerabilities where code has been made available to Customers, software patches will be regularly made available to Customers.

3.3 ORGANIZATIONAL SECURITY MEASURES.

3.3.1. PERSONNEL SECURITY. Background screening will be performed on all employees and all contractors who have access to Customer Data in accordance with applicable standard operating procedure and subject to applicable Law.

3.3.2. SECURITY AWARENESS AND TRAINING. Security and Privacy awareness training and education will be provided to employees and contractors who have access to Customer Data. Such training will be conducted at time of hire and at least annually throughout employment.

3.3.3. VENDOR RISK MANAGEMENT. Any vendor that accesses, stores, processes or transmits Customer Data will be assessed to ensure it has appropriate security and privacy controls.

3.3.4. SOFTWARE AND ASSET INVENTORY. An inventory of the software components (including, but not limited to, open-source software) used in the environment will be maintained.

3.3.5. WORKSTATION SECURITY. Security mechanisms on personnel workstations, including firewalls, anti-virus, and full disk encryption with a minimum of AES 128-bit encryption will be implemented and maintained. Personnel will be restricted from disabling security mechanisms.

4.   SERVICE CONTINUITY

4.1 DATA LOCATION. ServiceNow will host the purchased instances in data centers located in the geographic region specified on the Order Form which have attained SSAE 18 Type 2 attestations or have ISO 27001 certifications (or equivalent or successor attestations or certifications).

4.2 DATA BACKUP. Back-ups will be performed of all Customer Data in accordance with the then-current operating procedure available in the CORE Portal.

4.3 DISASTER RECOVERY. An Information Security Contingency Plan (**ISCP**) to address disaster recovery will be maintained that is consistent with industry standards for the environment and will: (i) test the ISCP at least once every year; (ii) make available summary test results that will include the actual recovery point and recovery times; and (iii) document any action plans within the summary test results to promptly address and resolve any deficiencies, concerns, or issues that prevented or may prevent the environment from being recovered in accordance with the ISCP.

4.4 BUSINESS CONTINUITY. A business continuity plan ("**BCP**") will be maintained to minimize the impact from an event to ServiceNow's provision and support of the Subscription Services. The BCP will: (i) include processes for protecting personnel and assets and restoring functionality in accordance with the time frames outlined therein; and (ii) be tested annually and updated based on any deficiencies identified during such tests.

5.   MONITORING AND INCIDENT MANAGEMENT

5.1 INCIDENT MONITORING AND MANAGEMENT. System events are monitored and analyzed in a timely manner in accordance with ServiceNow's current standard operating procedures. Response teams will be escalated to and engaged as necessary to address a security incident.

5.2 BREACH NOTIFICATION.

5.2.1. NOTIFICATION. ServiceNow will report to Customer any accidental or unlawful destruction, loss, alteration, unauthorized disclosure, of or access to Customer Data ("**Breach**") without undue delay following determination by ServiceNow that a Breach has occurred.

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5.2.2. REPORT. The initial report will be made to Customer's security or privacy contact(s) designated in ServiceNow's customer support portal (or if no such contact(s) are designated, to the primary technical contact designated by Customer). As relevant information in relation to the Breach is collected or otherwise becomes available to ServiceNow, it will provide such information without undue delay to Customer, to assist Customer to comply with its notification obligations under Data Protection Laws. In particular, to the extent reasonably possible and applicable, ServiceNow will provide Customer with the information described in Article 33 of GDPR.

5.2.3. DATA CONTROLLER OBLIGATIONS. Customer will cooperate with ServiceNow in maintaining accurate contact information in the customer support portal and by providing any information that is reasonably requested to resolve any security incident, including any Breaches, identify its root cause(s) and prevent a recurrence. Customer is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted Data Subjects in relation to any Breach and for providing such notice.

6.   PENETRATION TESTS

6.1 BY A THIRD-PARTY. For each family release, skilled third-party vendors will perform penetration testing on the applications on the ServiceNow platform to identify vulnerabilities. Executive reports from the penetration testing are made available to Customer in ServiceNow CORE.

6.2 BY CUSTOMER. Customer may request to perform, at its own expense, an application penetration test for applications in which Customer Data is stored; provided that Customer will: (i) notify ServiceNow and submit a request to schedule such a test using the Support Portal per ServiceNow's then-current penetration testing policy, and (ii) agree to ServiceNow's penetration test agreement prior to conducting such test. In the event Customer's authorized penetration testing identifies vulnerabilities that ServiceNow is able to reproduce, ServiceNow will, consistent with industry-standard practices, use commercially reasonable efforts to promptly make any necessary changes to improve the security of the Subscription Service.

7.   SHARED SECURITY RESPONSIBILITY

7.1 PRODUCT CAPABILITIES. ServiceNow provides a variety of security settings that allow Customer to configure security of the Subscription Services for their own use such as, but not limited to: (i) authenticate users before accessing the Customer's instance; (ii) encrypt passwords; (iii) allow users to manage passwords; and (iv) access instance application logs. Customer will manage each user's access to and use of the Subscription Services by assigning to each user a credential and user type that controls the level of access to the applicable Subscription Services. Customer bears sole responsibility for reviewing the Security Program and making an independent determination as to whether it meets Customer's requirements, taking into account the type and sensitivity of Customer Data that Customer provides to ServiceNow. Customer bears sole responsibility for implementing encryption and access control functionalities within the instance to protect Customer Data and assumes all liability for damages directly resulting from any decision not to encrypt Customer Data. Customer bears sole responsibility for protecting the confidentiality of each user's login and password and managing each user's access to the Subscription Services. Customer will be solely responsible for implementing the documented best practices and hardening guidelines for securing its ServiceNow instances.

7.2 SECURITY CONTACT.   In   accordance   with   the   Customer   Support   Policy (www.servicenow.com/upgrade-schedules.html), Customer agrees to identify and maintain appropriate security contact(s) for all information security incident and information security-related communication within the Support Portal.

7.3 LIMITATIONS. Notwithstanding anything to the contrary in this DSA or other parts of the Agreement, ServiceNow's obligations herein are only applicable to the Subscription Services. This DSA does not apply to: (i) information shared with ServiceNow that is not Customer Data; (ii) data in Customer's VPN or a third-party network; and (iii) any data processed by Customer or its users in violation of the Agreement or this DSA.

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DATA PROCESSING ADDENDUM

All capitalized terms not defined in this Data Processing Addendum ("**DPA**") have the meaning given to them in other parts of the Agreement.

DEFINITIONS

"**Data Controller**" means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of Processing of Personal Data.

"**Data Processor**" means the natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of the Data Controller.

"**Data Protection Laws**" means all applicable laws and regulations regarding the Processing of Personal Data.

"**Data Subject**" means an identified or identifiable natural person.

"**Personal Data**" means any information relating to an identified or identifiable natural person (Data Subject) uploaded by or for Customer or Customer's agents, employees, or contractors to the Subscription Service as Customer Data.

"**Process,**" "**Processed**" or "**Processing**" means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Sub-Processor**" means any legal person or entity engaged in the Processing of Personal Data by Data Processor.

1.   SCOPE OF THE PROCESSING

        1.1   COMMISSIONED PROCESSOR. ServiceNow will act as Data Processor to Customer. Customer will act as Data Controller (unless Customer is a Data Processor, in which case ServiceNow will act as a sub-processor to Customer). Each party will comply with Data Protection Laws in the performance of this DPA.

        1.2   INSTRUCTIONS. The Agreement constitutes Customer's initial written instructions to ServiceNow for Processing of Personal Data. Customer may issue additional or alternate instructions provided that such instructions are agreed in writing between Customer and ServiceNow.

        1.3   NATURE, SCOPE AND PURPOSE OF THE PROCESSING. ServiceNow will only Process Personal Data in accordance with Customer's instructions and to the extent necessary for providing the Subscription Service and the Professional Services. Customer acknowledges all Personal Data it instructs ServiceNow to Process for the purpose of providing the Professional Services must be limited to the Customer Data Processed within the Subscription Service. Details of the Processing of Customer Data conducted under this DPA are set forth in Appendix 1.

2.   DATA PROCESSOR

        2.1   DATA CONTROLLER'S INSTRUCTIONS. Where ServiceNow believes compliance with Customer's instructions would result in a violation of Data Protection Laws or is not in the ordinary course of ServiceNow's obligations in operating the Subscription Service or delivering Professional Services, ServiceNow will promptly notify Customer thereof.

        2.2   DATA PROCESSOR PERSONNEL. Persons authorized by ServiceNow to Process Personal Data will be bound by appropriate confidentiality obligations.

        2.3   DATA SECURITY MEASURES. ServiceNow will maintain appropriate technical and organizational safeguards to protect the security, confidentiality, and integrity of Customer Data, including any Personal Data

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contained therein, as set forth in the Data Security Addendum. ServiceNow makes available many security features and controls that Customer can elect to use. Customer is responsible for implementing any optional technical and organizational measures to protect Customer Data, as described in the Data Security Addendum.

2.4 DATA PROCESSOR ASSISTANCE. ServiceNow will assist Customer as reasonably requested by Customer to facilitate Customer's compliance with obligations under Data Protection Laws in connection with ServiceNow's Processing of Personal Data, taking into account the nature of Processing and information available to ServiceNow.

3. REQUESTS MADE FROM DATA SUBJECTS AND AUTHORITIES

3.1 REQUESTS FROM DATA SUBJECTS. During the Subscription Term, ServiceNow will provide Customer with the ability to access, correct, rectify, erase, or block Personal Data, or to transfer or port such Personal Data, within the Subscription Service, as may be required under Data Protection Laws (collectively, "**Data Subject Requests**").

3.2 RESPONSES. Customer will be solely responsible for responding to Data Subjects in respect of any Data Subject Requests, provided that ServiceNow will reasonably cooperate with Customer in relation to Data Subject Requests to the extent Customer is unable to fulfill such Data Subject Requests using the functionality in the Subscription Service. ServiceNow will instruct the Data Subject to contact the Customer in the event it receives a Data Subject Request directly.

3.3 REQUESTS FROM AUTHORITIES. In the case of a notice, audit, inquiry, or investigation by a government body, data protection authority, or law enforcement agency regarding the Processing of Personal Data, ServiceNow will promptly notify Customer unless prohibited by applicable law. Each party will cooperate with the other party by providing all reasonable information requested in the event the other party is required to produce such information to a data protection authority.

4. BREACH NOTIFICATION

4.1 NOTIFICATION. Service now will provide breach notifications as provided in Section 5.2.1 of the Data Security Addendum, which is incorporated by reference in this DPA.

4.2 REPORT. Service now will provide reports as provided in Section 5.2.2 of the Data Security Addendum, which is incorporated by reference in this DPA.

4.3 DATA CONTROLLER OBLIGATIONS. Customer will cooperate with ServiceNow to resolve any security incident as provided in Section 5.2.3 of the Data Security Addendum, which is incorporated by reference in this DPA.

5. CUSTOMER MONITORING RIGHTS.

5.1 CERTIFICATIONS AND ATTESTATIONS. ServiceNow will maintain the certifications and attestations specified in Section 2.1 of the Data Security Addendum, which is incorporated by reference in this DPA.

5.2 AUDIT. ServiceNow will allow for and contribute to audits as specified in Section 2.2 of the Data Security Addendum, which is incorporated by reference in this DPA.

5.3 OUTPUT. ServiceNow will discuss the output of the Audit as specified in Section 2.3 of the Data Security Addendum, which is incorporated by reference in this DPA.

6. SUB-PROCESSORS

6.1 USE OF SUB-PROCESSORS. Customer authorizes ServiceNow to engage Sub-Processors appointed in accordance with this Clause 6. ServiceNow engages, as applicable, the Sub-Processers listed in https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/servicenow-sub-processors.pdf in respect of the Subscription Services.

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6.2   NEW SUB-PROCESSORS. Prior to ServiceNow engaging a new Sub-Processor for the Subscription Service, ServiceNow will: (a) notify Customer by email to Customer's designated contact in the ServiceNow Support Portal, or by notification within the ServiceNow Support Portal (or other mechanism used to notify its customer base); and (b) have such Sub-Processor enter into a written agreement with ServiceNow (or the relevant ServiceNow Affiliate) requiring the Sub-Processor to abide by terms no less protective than those provided in this DPA. With respect to providing the notice described in the preceding sentence, ServiceNow will provide at least 30 days' prior written notice before engaging a Sub-Processor with respect to existing Subscription Services which Customer has purchased. If a new Sub-Processor is engaged to support a new Subscription Service or a new feature of an existing Subscription Service, then the notice described in this Clause will be provided at or before the time such feature or Subscription Service is made generally available. Upon written request by Customer, ServiceNow will make a summary of the data processing terms with the Sub-Processor available to Customer. Customer may request in writing reasonable additional information with respect to Sub-Processor's ability to perform the relevant Processing activities in accordance with this DPA.

6.3   RIGHT TO OBJECT. Customer may object to ServiceNow's proposed use of a new Sub-Processor by notifying ServiceNow if Customer reasonably determines such Sub-Processor is unable to Process Personal Data in accordance with the terms of this DPA. In the event Customer objects, ServiceNow will reasonably consider such objection and will notify Customer if it intends to use the Sub-Processor at issue ("**Processor Notice**"). If such Sub-Processor is going to be used, Customer may terminate the applicable Order Form(s) or Use Authorization(s) with respect to the Subscription Service requiring use of the Sub-Processor at issue upon written notice to ServiceNow within 30 days of the date of Processor Notice. ServiceNow will, as Customer's sole and exclusive remedy, refund to Customer any unused prepaid fees following the effective date of termination for the terminated services.

6.4   LIABILITY. Use of a Sub-Processor will not relieve, waive, or diminish any obligation of ServiceNow under this DPA, and ServiceNow is liable for the acts and omissions of any Sub-Processor to the same extent as if the acts or omissions were performed by ServiceNow.

7.   INTERNATIONAL DATA TRANSFERS

7.1   TRANSFER MECHANISM. The transfer of Personal Data from the European Economic Area ("**EEA**"), the United Kingdom or Switzerland to a country located outside of the EEA which is not subject to an adequacy decision (a "**Data Transfer**") will be subject to the standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as annexed to Commission Implementing Decision 2021/914 ("**SCCs**"), which are incorporated into this DPA by this reference.

7.2   APPLICATION OF SCCs.

7.2.1   Modules. Module Two (Data Controller to Data Processor) will apply to a Data Transfer when Customer is a Data Controller. Module Three (Data Processor to Data Processor) will apply to a Data Transfer when Customer is a Data Processor.

7.2.2   Optional provisions. Where the SCCs identify optional provisions:

(a)   in Clause 7 (Docking Clause) – the optional provision applies;

(b)   in Clause 9(a) (Use of sub-processors) – Option 2 applies (and the parties will follow the process and timings agreed in the DPA to appoint sub-processors);

(c)   in Clause 11(a) (Redress) – the optional provision does not apply;

(d)   in Clause 17 (Governing law) – option 1 applies, and where the Agreement is governed by the laws of an EU Member State, the laws of that EU Member State apply; otherwise, Irish law applies; and

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(e) in Clause 18(b) (Choice of forum and jurisdiction) – where the Agreement is subject to the jurisdiction of the courts of an EU Member State, the courts of that EU Member State have jurisdiction; otherwise, the courts of Dublin, Ireland have jurisdiction.

7.2.3 Annexes of SCCs.

(a) In Annex 1A: the data exporter(s) is the Customer and its Affiliates making the Data Transfer (the "**Data Exporter**") and the data importers are ServiceNow entities receiving the Data Transfer (the "**Data Importer**"). The full name, address and contact details for the Data Exporter and the Data Importer are set out in the Agreement, or can be requested by either party.

(b) In Annex 1B: The: relevant details are those set out in the Agreement, including Appendix 1 "Details of Processing" of this DPA.

(c) In Annex 1C: The competent supervisory authority is the supervisory authority applicable to the Customer (or, where relevant, applicable to the Customer's representative).

(d) In Annex 2: the security provisions contained in the Data Security Addendum or other security related provisions in the Agreement apply.

7.3 INTERACTION WITH THE AGREEMENT. All notices, requests, monitoring/audit rights, conduct of claims, liability, and erasure or return of data relating to the SCCs will be provided/managed/interpreted, as applicable, in accordance with the relevant provisions in the Agreement, to the extent that such provisions do not conflict with the SCCs.

7.4 TRANSFERS SUBJECT TO SWISS DATA PROTECTION LAW. If there is a Data Transfer subject to Data Protection Laws of Switzerland, then the SCCs will apply with the following modifications: the competent supervisory authority in Annex 1.C under Clause 13 will be the Federal Data Protection and Information Commissioner; references to a "Member State" and "EU Member State" will not be read to prevent data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland); and references to "GDPR" in the SCCs will be understood as references to Data Protection Laws of Switzerland.

7.5 TRANSFERS SUBJECT TO UK DATA PROTECTION LAW. If there is a Data Transfer subject to Data Protection Laws of the United Kingdom, then the International Data Transfer Addendum to the SCCs ("**UK IDTA**"), as issued by the Information Commissioner in the United Kingdom will apply and is incorporated by reference into this DPA. The information needed to complete the Tables to the UK IDTA is set out in the Agreement, including Appendix 1 "Details of Processing" of this DPA.

7.6 EXECUTION. Notwithstanding the fact that the SCCs and/or UK IDTA are incorporated herein by reference without the signature pages of the SCCs actually being signed by the Data Exporter or Data Importer, the parties agree that its respective execution of the Agreement is deemed to constitute its execution of the SCCs and/or the UK IDTA on behalf of the Data Exporter/Data Importer (as applicable).

7.7 ALTERNATIVE MECHANISMS. If an alternative transfer mechanism, such as Binding Corporate Rules, is adopted by ServiceNow, or the Trans-Atlantic Data Privacy Framework (an "**Alternative Mechanism**") becomes available during the term of the Agreement, and ServiceNow notifies Customer that some or all Data Transfers can be conducted in compliance with Data Protection Laws pursuant to the Alternative Mechanism, the parties will rely on the Alternative Mechanism instead of the provisions above for the Data Transfers to which the Alternative Mechanism applies.

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APPENDIX 1

DETAILS OF PROCESSING

1. **Subject matter.** The subject matter of the data processing under this DPA is the Personal Data included in Customer Data.

2. **Duration.** As between ServiceNow and Customer, the duration of the data processing under this DPA is the Subscription Term.

3. **Purpose and nature.** The purpose and nature of the data processing under this DPA is the provision of the Subscription Service.

4. **Type of Personal Data.** Personal Data included in Customer Data which is uploaded to the Subscription Service.

5. **Categories of data subjects.** The data subjects could include Customer's customers, employees, suppliers, agents, partners and/or end users.

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

CUSTOM TABLE CREATION AND INSTALLATION

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 PRODUCTS	
Subscription Product Code/Name	**Included ServiceNow Applications and Use Rights**
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.
PROD11367 ServiceNow® HR Enterprise Onboarding	Included Applications: Basic Case Management; Employee Center Pro; Lifecycle Events; Communities; and Enterprise Onboarding and Transitions Usage of the HR Enterprise Onboarding Applications is limited to the number of HR Users active in the ServiceNow HR Profile table. An HR User is defined as any active User in the ServiceNow HR Profile table that is within their employment start and end date, including full-time employees, part-time employees, contractors, and contingent workers. Customer may grant applicants and alumni that are outside of their employment start and end date the right to access HR Enterprise Onboarding as Users and these Users do not require an HR User subscription.
PROD12819 ServiceNow® Customer Service Management Standard	Included Applications: Customer Service Management; Communities; Targeted Communications; Walk-Up Experience; Engagement Messenger; and Service Management for Issue Resolution A CSM User is defined as any employee or contractor of Customer or Customer Affiliate with the right to access one or more of the Customer Service Management Applications and may perform any or all functions as defined in the User Type Definition section above. Notwithstanding the definition of User above, an External CSM User is defined as Customer's external contacts, including, but not limited to, Customer's accounts, consumers, households, partners or other contacts. External CSM Users may create, view, modify, or approve requests of their own or related accounts via the customer portal, approve requests for new contact creation; and manage users or assets of their own or related accounts. External CSM Users are not included in the CSM User count and are not subject to Customer Service Management Subscription Product fees. CSM Users are entitled to use the Customer Service Management Applications listed above only to support External CSM Users. Each CSM User purchased includes 1,000 Customer Service Management - Customer Portal Visits per month (unused Portal Visits expire monthly). Additional Customer Portal Visits may be purchased in increments of 1,000. A Visit is a period of activity on the Customer Portal, including a Community visit. A new Visit is generated if an anonymous, unauthenticated, or External Requester User accesses, logs out, times out, or a Visit lasts beyond midnight in the Data Center Region indicated above. Bundled Custom Tables: Customer is granted the right to create or install up to 25 Custom Tables and to grant each CSM User the right to access those Custom Tables. The following Application(s) became available in the family release indicated: Communities - Jakarta Engagement Messenger - Quebec
PROD11415 ServiceNow® IntegrationHub Starter	IntegrationHub Starter includes entitlement for up to 1,000,000 IntegrationHub Transactions annually (unused Transactions expire annually). IntegrationHub Starter includes Protocols and Spokes as set forth in the IntegrationHub 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. An IntegrationHub Transaction is defined as any external call originating from, initiated by, or part of, a flow within Flow Designer. Additional annual Transactions require the purchase of a separate IntegrationHub package.

PRODUCT OVERVIEW

ServiceNow Applications	
Activity Designer	Provides capabilities to construct reusable Workflow activities based on an organization's business needs.
Activity Packs	A collection of related orchestration activities in a scoped application that allow Orchestration Core to connect to, and automate work with, external systems from Workflow. Customers have the ability to create their own Activity Packs with the Activity Designer.
Advanced Audit Management	Provides the capability to automate the complete audit lifecycle, including risk-based scoping using auditable units, resource and cost planning, milestone tracking, observation creation, identification of reportable issues, and a detailed evidence collection workflow.
Advanced Dispatching	Provides the capability to manage complex scheduling and dispatch processes.
Advanced Risk Management	Provides capabilities to manage, mitigate and report on operational risk. Provides a centralized process for risk managers to assess, roll-up, and report on risks at various levels of their organization and receive and process risk events that may impact an organization's risk posture.
Agile Development	Provides capabilities to manage the software development process including story definition, backlog management, sprint planning, test planning, enhancement requests, defect prioritization and definition of release content.
App Engine (Formerly: Now Platform App Engine; App Engine; NowPlatform – Custom Applications; Platform Runtime; CreateNow)	Provides the capability to create custom tables or develop new applications utilizing the Now Platform contextual development environment, platform features and shared system data.

App Engine Management Center	Provides capabilities for centralized administration and governance over the application development lifecycle, including management of: application development processes such as application intake, developer collaboration, application deployment and pipeline monitoring; application developers such as provisioning, development activities and skillset tracking; and custom applications such as deployment status, usage, and template governance.
App Engine Studio	Provides a guided, low-code tool for developing applications to store information and automate business processes. Provides an environment for app creation using app templates for pre-built or custom solutions.
Application Portfolio Management	Provides capabilities for organizations to inventory and manage application portfolios in a single central location, capturing relevant information such as costs, risk, projects, lifecycle dates, ownership, and health assessments. This inventory facilitates the identification of business benefits of each application and helps organizations make informed decisions on reducing costs, improving agility, and facilitating business alignment with the IT application portfolio.
Application Vulnerability Response	Provides the capability to prioritize and respond to application vulnerabilities resulting from security testing of applications in Customer's environment.
Asset Management	Provides capabilities to track and manage the physical, contractual, and financial aspects of assets.
ATF Test Generator and Cloud Runner	Provides the capabilities to generate regression tests for a specific non-production instance. The ATF Test Generator integrates with ServiceNow's Automated Test Framework (ATF). Customer may alternatively execute regression tests utilizing ServiceNow's Cloud Runner which runs ATF tests on a headless browser hosted by ServiceNow. Customers cannot utilize in FedRAMP, NSC DOD IL5, or Australia IRAP-Protected data centers, to Self-Hosted customers, or in other restricted environments.
Audit Management	Provides a centralized process for internal audit teams to automate the complete audit lifecycle by providing the capability to plan, scope, and execute integrated, risk-based audit plans.

Automation Center	Provides a central repository on the ServiceNow Platform to manage automations, oversee performance and key performance indicators (KPIs) of existing automations and jobs across multiple vendors in one dashboard, and offers guidance on new automation candidates.
Basic Case Management	In support of HR Service Delivery, provides capability to log general inquiries between an employee and the HR service center.
Business Continuity Management	Provides the capabilities within Business Continuity Planning, Business Impact Analysis, and Crisis Management.
Business Continuity Planning	Provides the capability to use standardized templates and workflows to enable process, facility, and asset owners to develop continuity and recovery plans.
Business Impact Analysis	Provides the capability to analyze business processes and critical dependencies.
Case and Knowledge Management

(Formerly: HR Service Management) | In support of HR Service Delivery, provides capabilities to document and manage interactions between employees and HR. Also allows for the fulfillment of advanced case requests across various HR centers of excellence, supported by an HR Knowledge Base. |
| Change Management | Allows repeatable methods and procedures to be used for introducing change into the IT infrastructure by providing capabilities for creating, assessing, approving, and executing changes. |
| Client Software Distribution | Allows administrators to automate the distribution of software from the Service Catalog and manage software revocation. Integration with Microsoft System Center Configuration Manager (SCCM) is provided and the extension framework enables additional third- party integrations, providing a single pane of glass for software distribution and license revocations on Windows and Apple devices.

Customer is required to separately purchase any third-party integrated services. |

Cloud Asset Security Management	Provides capabilities to compare cloud resource configurations against compliance benchmarks to identify potential misconfigurations, automate remediation workflows, and generate reporting on configuration gaps and remediation trends.

Cloud Insights	Provides the capabilities to track, analyze, and manage cloud cost.
Cloud Provisioning and Governance (Formerly: Cloud Management)	Provides the capability to automate the provisioning, lifecycle, and cost management of public and private cloud resources.
Cloud Security for Configuration Compliance	Provides the capability to integrate with Cloud Security Posture Management (CSPM) products to import configuration compliance violations for cloud resources, and allows security teams to automate remediation through assignment rules and group rules, prioritize configuration issues based on asset and service context, manage exceptions, create change requests, and get visibility into risk posture with reporting.
Cloud Security for Vulnerability Response	Provides the capability to integrate with Cloud Workload Protection Platforms (CWPP) to import vulnerability data for containers and cloud computer instances, and allows security teams to automate remediation through assignment rules and group rules, prioritize vulnerabilities based on asset and service context, manage exceptions, create change requests, and get visibility into risk posture with reporting.
Code Signing	Provides the capabilities to create digital data signatures. These signatures can be checked to confirm the authenticity and integrity of the data.

Column Level Encryption Enterprise (Formerly: Platform Encryption)	Provides the capability to encrypt eligible Customer Data at rest at the application level.
Configuration Compliance	Integrates with third-party Security Configuration Assessment (SCA) solutions to generate a set of test results for the Customer's environment. Allows Customer to create response tasks, change requests or problem tickets to address configuration issues, enabling security teams to perform further investigation or allowing IT to remediate.
Contact Tracing	Provides the capability to identify employees that may have been exposed to an individual with a confirmed infectious disease by correlating information from work shifts, workspace locations, badge scans and employee daily contact logs. Includes the capability to manage the response process tasks related to these events.
Continual Improvement	Provides capabilities to define improvement initiatives and measure success by creating phases and tasks to meet performance goals and track progress.
Contractor Management	Provides the capability to collaborate with third-party contractors on field service tasks through a contractor portal.
Cost Management	Provides capabilities to track one-time and recurring costs of configuration items used by IT, and to allocate those costs to business units using allocation rules.
Crisis Management	Provides the capability to use and test standardized workflows for responding to natural disasters and crisis scenarios that may disrupt business operations. Includes a table-top exercise framework to evaluate the completeness and accuracy of continuity and recovery plans.

Customer Service Management	Provides capabilities for omni-channel customer engagement across portal, chat, email, and phone (native telephony integration requires Notify); customer data model for accounts, partners, and contacts; case management with advanced skills-based routing, case assignment workbench; real-time service level agreement (SLA), service contracts and service entitlements; targeted communications; special handling notes; pre-packaged service analytics using both real-time data and snapshots for trend analysis (trend analytics requires Performance Analytics); and voice of customer feedback through online surveys and customer satisfaction reporting.

Data Loss Prevention Incident Response	Provides the capability to integrate with Data Loss Prevention (DLP) products to import incidents from multiple sources such as endpoint, network, email, and cloud to enable remediation workflow involving end users, managers, and DLP operations team with automated incident assignment and escalations.
	Also provides the capability to allow DLP admins to configure email templates for end user coaching and communication and provides reporting on incident trends.
Data Anonymization	Provides the capabilities for Customer to apply anonymization/de-identification functionality of deletion, or replacing with string, in Customer's sole discretion, to Customer Data that Customer has classified as Personally Identifiable Information (PII) associated with a user, or to de-identify it for test/dev/sharing environments. Notwithstanding the foregoing, Customer Data to which Data Anonymization is applied may remain in backup in its original form before Data Anonymization has been applied; while Data Anonymization is running, Customer may conduct certain functions to Customer Data in the form before Data Anonymization has been applied, as further described in the Documentation. Customer is solely responsible for configuring Data Anonymization and determining how to incorporate Data Anonymization in support of Customer's compliance efforts.
Demand Management	Provides capabilities to consolidate IT requests in a Service Catalog and route them through a Workflow to stakeholders who gather additional information to prioritize investment decisions.

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DevOps Change Velocity (Formerly: DevOps and DevOps Insights)	Provides capabilities to integrate with and collect data from development tools that is loaded into a unified DevOps data model. Includes dashboards with trending reports from the information collected by the ServiceNow DevOps Change Velocity application. Provides traceability between DevOps data model and change requests.
DevOps Config	Provides the capabilities for managing, validating, recording, and securing configuration data used in infrastructure as code deployments and cloud provisioning workflows.

Digital Portfolio Management	Provides the capability to view services, applications, and products through the full lifecycle of plan, build, run, and optimize. Provides the capability to view roadmap planning for portfolio of services and applications, the status of ongoing projects and releases and operational impacts, and identify opportunities to optimize services and applications in a consolidated view.
Discovery	Locates physical and virtual devices connected to an enterprise network. When Discovery locates a device, it explores its configuration, status, software, and relationships to other connected devices, and updates the CMDB.
Document Intelligence	Provides a document processing capability to efficiently extract information from documents.
Edge Encryption	Provides capabilities to encrypt eligible data in transit and at rest. Customer retains sole control and management of encryption keys.
Employee Center Pro	Provides the capability to access a unified portal for multi- department service delivery, enabling organizations to scale their service solutions across IT, HR, Workplace, Legal, and Procurement. Employee Center Pro expands the portal experience beyond service delivery with employee communication and engagement tools including content publishing and campaigns, content experiences, and employee communities.

Employee Document Management	Provides electronic personnel file capabilities including configurable legal hold, purge process, data retention and security rule settings.
Employee Health Screening	Provides the capability to define and record the health criteria required of employees before entering the workplace and view data and trends on the health criteria and return of employees.
Employee Journey Management	Provides the capability to deliver personalized cross-departmental employee journeys with intelligent workflows including the capability to accelerate employee journeys with templates that allow managers to personalize employee transition plans, deliver tailored learning experiences, and create surveys to capture feedback and gain insights to improve the employee experience.

Employee Readiness Surveys	Provides the capability for Customer to define and measure preparedness of its workforce through surveys.
Employee Service Center (Formerly: Enterprise Service Portal – HR)	Provides capabilities to configure an employee portal interface to personalize employee experience. Includes targeted content delivery and automation guidance with predefined interaction interfaces and employee forums.
Employee Travel Safety	Provides capabilities to authorize business travel for employees based on the safety status of the destination.
Electronic Medical Records (EMR) Help	Provides the capability to open incidents using Incident Management from within the EMR system.
Enterprise Asset Management	Provides the capabilities to manage the lifecycle of asset operations and workflow processes for improved visibility and planning.
Enterprise Onboarding and Transitions	In support of HR Service Delivery, provides a mechanism for HR to configure complex employee processes that span departments, such as onboarding, offboarding, transfers, and other employee lifecycle events.
Engagement Messenger	Provides the capability to extend self-service experience to third-party portals.

Environmental, Social, and Governance Management	Provides the capabilities to collect, aggregate, calculate, organize, document, and create disclosures for Environmental, Social, and Governance (ESG) metrics, goals, and targets as part of corporate ESG management and reporting programs.
ERP Customization Mining	Provides the capability to help understand how customizations in Enterprise Resource Planning (ERP) systems can be improved through standardization by leveraging ServiceNow low-code/no-code applications, while making ERP data objects available for development in the Now Platform.
ESG Framework Content Accelerators	Provides the capabilities to facilitate reporting to Environmental, Social, and Governance (ESG) frameworks and ESG rating questionnaires by importing ESG citations and indicators comprising the frameworks and questionnaires, and by mapping metric definitions to those citations and indicators.

Event Management	Provides capabilities to aggregate events from monitoring tools used by Customer in its infrastructure, de-duplicates and correlates inputs from such events to CMDB and provides the ability to filter and prioritize events to create incidents for remediation.
Field Service Management	Provides the capability to schedule and assign work orders to technicians.
Field Service Management Basic	Provides capabilities to create work orders and tasks for the repair of service equipment; manage part requirements and inventory; and manage and complete work orders.
Finance Close Automation	Provides a centralized workspace for posting journal entries and capabilities to manage the finance close process by automating and managing timelines for close tasks and performing end-to-end procedures with built-in policy and compliance.
Financial Charging (Formerly: Financial Reporting)	Provides the capability to automate show-back and bill-back processes with Workflow and statement item types, helping to increase corporate financial visibility.

Financial Modeling (Formerly: Cost Transparency)	Provides the capability to perform modeling of financials for data contained within the ServiceNow Platform.
Financial Planning	Provides the capability to assist in the automation of budget and forecast planning of projects to increase efficiency and simplify the enterprise planning process.
Financial Services Applications (Formerly: Financial Services Applications and Data Model)	Provides the operational support for customers in the financial services industry.
Financial Services Operations Core (Formerly: Financial Services Data Model)	Provides financial services data model for Customers in the financial services industry.
Financial Services Integrations	Provides the capabilities to Flow Designer or Workflow to integrate and automate financial services-specific integration(s), as detailed in the applicable Documentation, with third-party systems outside of ServiceNow.
GRC: Metrics	Provides capabilities to collect, track, measure, and report on qualitative and quantitative data metrics.

Hardware Asset Management	Provides the capability to track and manage hardware assets, including normalization of hardware models, life cycle processes, and remediation actions.
Health and Safety Testing	Provides the capabilities to manage employee health testing requests to meet employer health and safety requirements.
Health and Safety Incident Management	Provides the capability to standardize the reporting and investigation process for workplace safety incidents, including the ability to apply corrective and preventative actions to mitigate the incident.
Health Log Analytics	Provides the capability to analyze early signals of potential outages in Customer's critical application services.

Healthcare and Life Sciences Applications (Formerly: Vaccine Administration Management; Pre-Visit Management)	Provides the capability to manage healthcare and life science operational workflows and processes, including patient management and pre-visit activities.
Healthcare and Life Sciences Service Management Core	Provides the capabilities for Customer Service Management and Healthcare and Life sciences data model for Customers in the Healthcare and Life sciences industry.
Incident Management	Facilitates the process of restoring normal IT operations by providing capabilities to record, classify, distribute, and manage incidents through to resolution. Includes Performance Analytics limited to 15 key performance indicators (KPIs), one dashboard, and 90 days of data captured by Incident Management.
Innovation Management	Provides the capability to gather and evaluate ideas for implementation.
Integration Hub	Provides additional capabilities to allow Flow Designer or Workflow to integrate and automate systems outside of a Customer's instance.
Investment Funding	Provides the capability to plan investments and budgeting and view historical investment and budgeting data.
ITOM Governance	Provides capabilities to scan IT resources against various configurations and standards, identify policy violations, and remediate through workflows.

ITOM Health (Formerly: IT Operations Management Health; Event Management and Operational Intelligence)	Provides the capability to gain visibility and track the availability of Customer's critical application services.

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ITOM Optimization (Formerly: IT Operations Management Optimization; Cloud Management)	Provides the capability to view and automate the provisioning, life cycle and cost management of IT resources supporting application services.
ITOM Visibility (Formerly: IT Operations Management Visibility; Discovery and ServiceMapping)	Provides visibility into IT resources, configuration characteristics, and their relationship to application services.
Legal Matter Management	Provides the capability to manage tasks and activities associated with legal matters in different practice areas.
Legal Practice Apps	Provides the capabilities to use pre-existing workflow logic with components of Legal Service Delivery, allowing users to request, approve, and manage legal tasks for pre-defined use cases.
Legal Request Management	Provides the capability to classify, prioritize, and provide initial intake response to legal requests in a centralized workspace.
Lifecycle Events	Provides the capability to configure a collection of pre-defined activities for personal and professional employee life cycle events within the HR product.
Log Export Service	Provides the capability to export system and application logs from the customer's instance to certain external log analytics tools, as specified in the Documentation.
Major Security Incident Management	Allows Customers to automate the creation of collaboration folders and chat communication channels, provides visual dashboards, captures incident activity streams, and visually organizes response tasks in order to improve the major security incident remediation workflow.

Manufacturing Process Manager	Provides manufacturing customers a guided, low-code tool for developing applications specific to manufacturing processes based on ISA 95 model. It allows customers to store information and automate business processes. Provides an environment for app creation using app templated for pre- built or custom solutions.

MetricBase	Allows Customer to collect, analyze, and store a time series of data.
Metric Intelligence (Formerly: Operational Intelligence)	Provides the capability to aggregate raw data from disparate monitoring tools in Customer's infrastructure to proactively reduce service outages through machine learning and predictive analytics.
ML Normalization	Provides the capability to normalize software product attributes through the use of machine learning, which reconciles discovered software product attributes against a repository of normalized equivalents that may include publisher, product, and version.
Mobile Publishing	Provides the capabilities to deliver customer-branded versions of ServiceNow mobile applications and secure distribution of mobile applications through the utilization of security SDKs.
Network Inventory Advanced	Provides advanced capabilities for customers in the telecommunications industry to model and represent their physical and virtual networks and the services provisioned on such networks. It includes the ability to visualize network assets that are used to build and render the network, the ability to design and assign the network, and the APIs to exchange service and resource data.
Network Inventory Core	Provides core capabilities for customers in the telecommunications industry to model and represent their physical and virtual networks and the services provisioned on such networks. It includes the ability to manage network assets used to build and render the network.

Operational Technology Incident Management	Facilitates the process of restoring normal Operational Technology operations by providing capabilities to record, classify, distribute, and manage incidents through to resolution.
Operational Technology Manager	Provides the capability to locate physical and virtual devices connected to an Operational Technology network. When Discovery locates a device, it explores its configuration, status, software, and relationships to other connected devices, and updates the CMDB. Operational Technology Manager enables customers to use alternate sources of data to discover assets using Service Graph Connectors.

Operational Technology Vulnerability Response	Integrates with third-party solutions to generate a set of actionable reports of vulnerable Operational Technology assets in Customer's environment. Allows Customer to create response task, change request or problem tickets to address vulnerabilities, enabling security teams to preform further investigation or allowing Operational Technology teams to remediate.
Orchestration Core	Provides additional capabilities to allow Workflow to automate systems outside of a Customer's instance and create codeless, reusable actions.
Order Management	Provides the data model and capabilities for order execution processes.
Order Management for Telecommunications, Media & Technology (Formally: Order Management for Telecommunications and Media)	Provides the data model and capabilities for order execution processes in the Telecommunications industry.
Outsourced Customer Service	Provides the capability to manage outsourced customer service providers.
Password Reset	Provides the capability to reset user passwords that are stored and pre-authenticated in a supported credential store separate from Customer's instance of the subscription service, such as Microsoft Active Directory.

Patch Orchestration	Provides the capability to integrate with patch management tools to import the required patch details and deployment status of assets to provide visibility into the correlation of patches, deployment status, assets, and vulnerability information. Also provides the capability to allow the IT team to take remediation actions with appropriate prioritization of patch updates.
Performance Analytics	Provides advanced analytics and time series analysis for KPIs. Provides secure, simple access to Key Performance Indicators (KPIs) and metrics that companies can use to proactively optimize business services, improve processes and align with organizational goals.

Planned Maintenance	Provides the capability to automatically create work orders and work order tasks via schedules that are triggered based on meters, usage, and/or duration.
Planned Work Management	Provides the capability to streamline the administration of recurring work orders and associated tasks that are automatically created.
Policy and Compliance Management	Provides a centralized process for creating and managing policies, standards, and internal control procedures that are cross-mapped to external regulations and best practices. Additionally, provides structured Workflows for the identification, assessment, and continuous monitoring of control activities.
Portfolio Planning	Provides the capability to prioritize, build and maintain roadmaps for project and demands within organizational or portfolio plans.
Predictive Intelligence (Formerly: Agent Intelligence)	Provides the capability to use supervised machine learning to train solutions with Customer's historic ServiceNow data to predict an outcome, such as a field value in a record.

Privacy Management	Provides capabilities to manage enterprise-wide privacy programs by enabling Customers to conduct privacy impact assessments, which determine what controls can be applied and automatically monitored to assist Customers with verifying their compliance with various privacy regulations and policies applicable to the Customer, as determined by the Customer.
Proactive Customer Service Operations	Provides the capability to proactively trigger case workflows.
Problem Management	Facilitates the process of identifying the root causes of errors in the IT infrastructure by providing capabilities to record, escalate, and manage problems through to resolution.
Process Optimization	Provides the capability to create business process flow maps from audit trail data, view and assess inefficiencies within the process optimization workbench, and integrate with performance analytics and continual improvement management applications.

Procurement Case Management	Provides the capabilities to configure and manage service catalogs, workflows, and knowledge for procurement services.
Project Portfolio Management	Provides capabilities to plan, organize, and manage projects and project portfolios including associated tasks and resources.
Public Sector Digital Services Core	Provides the data model, and capabilities for Customer Service Management for Customers in the public sector industry.
Sourcing and Purchasing Automation (Formerly: Purchase and Receipt Automation)	Provides the capabilities to automate sourcing, requisition, and order workflows across work teams and third-party tools.
Release Management	Facilitates the planning, design, build, configuration, testing, and release of hardware and software into the IT infrastructure.

Regulatory Change Management	Provides the capabilities to integrate with regulatory intelligence providers, integrate with regulatory workflows to assess the applicability and impact of regulatory events, map the regulatory events with internal Government, Risk, and Compliance objects, and execute changes.
Request Management	Provides capabilities to approve and fulfill requests for goods and services defined and presented in the Service Catalog.
Resource Management	Provides a view of projects and the availability, allocation, and capacity of assigned resources.
Risk Management	Provides an executive view into risk to allow risk managers to quickly identify at-risk assets, perform assessments, and continuously monitor risk exposure.
RPA Hub	Provides the capability to integrate the ServiceNow Platform with applications that do not support APIs. RPA Hub enables deployment, management, and monitoring of attended and unattended automations. Allows developers to build and store automation packages, configure attended and unattended robots, manage queues, and monitor alerts.
Scaled Agile Framework (SAFe)	Provides the capability to plan development activities across teams and view the dependencies between them

Schedule Optimization	Provides the capability to automatically optimize work order schedules for a field service organization.
Secrets Management Enterprise	Provides the capabilities to securely store and control access to credentials.
Security Incident Response	Enables a security operations center, security incident response team, and IT to enact response plans to address security-related activities, events, or incidents. Facilitates response team collaboration, investigation of network and non-network related activities (e.g., intellectual property theft, criminal activities, etc.), including the capability for automated request assignment and remediation across security and IT teams.

Service Mapping	Discovers business services of the organization and builds a comprehensive map of all devices, applications, and configuration profiles used in these business services.
Service Management for Issue Resolution	Provides the capabilities within Incident Management, Problem Management, Change Management, Release Management, Request Management, Asset Management and Cost Management to support issue resolution within Customer Service Management.
ServiceNow Cloud Encryption	Offers encrypted storage for the database using block encryption, along with enhanced key management. ServiceNow Cloud Encryption allows the customer the option to use a ServiceNow generated key, or a key created and supplied by the Customer.
ShoppingHub	Provides the capabilities to manage a product catalog of third-party goods and services which can be requested by employees.
Software Asset Management	Provides the capability to track and manage software assets, including normalization of discovered software, reconciliation of discovered software against license entitlements, and remediation actions to stay compliant. Facilitates identification of unused software for reclamation and allows Customer to automate harvesting of those licenses.
Software Spend Detection	Provides the capability to identify and track software spend using financial transaction data.
Strategic Planning	Provides the capability to create goals, set targets, and align planning items which may include projects, demands, epics, or custom portfolio plans for prioritizing. Also provides the capability to build and maintain roadmaps within strategic, product, or custom portfolio plans.

Stream Connect for Apache Kafka	Provides the capability to integrate data from a Customer's external Apache Kafka environment with the Customer's ServiceNow environment.

Supplier Collaboration Portal	Provides the capability to configure a portal interface for Customer's supplier contacts to access self-service resources, which may include self-registration, knowledge articles, visibility into their own requests, supplier profile management, and service catalog.
Supplier Lifecycle Management	Provides capabilities to facilitate communication and collaboration between Customer and Customer's suppliers to assist in: data management, issue resolution, onboarding, and performance review.
Supply Chain Exception Management	Provides capabilities to facilitate communication and collaboration across supply chain stakeholders to assist in: identifying supply chain threats and root causes; and coordinating and remediating exceptions.
Table Builder for App Engine	Provides the capability for supporting custom table-centric development functions such as custom table management; form creation, design, and management; form logic creation, design, and management; and record-based flows creation, design, and management.
Telecommunications, Media & Technology Applications and Data Model (Formerly: Telecommunications and Media Service Management Applications and Data Model; Telecommunications Service Management Applications and Data Model)	Provides the capabilities for Customer Service Management and service assurance for Customers in the telecommunications industry.
Telecommunications Service Operations Management Applications and Data Model (Formerly: Telecommunications Network Performance Management Applications and Data Model)	Provides the capabilities for network service assurance for Customers in the telecommunications industry.

Test Management	Provides a user acceptance testing framework to help project teams and business users align on project deliverables and provides visibility into the status of the project testing when used in conjunction with Project Portfolio Management and Agile Development. Project Portfolio Management and Agile Development are separately authorized.

Threat Intelligence	Provides the capability to support multiple threat intelligence feeds to enhance the context of a security incident by enabling analysts to see potential threats and related systems in an integrated view. Allows Customer to add its own custom feeds and to place confidence scores or weightings on each feed to accelerate the identification of legitimate security issues.
Universal Request	Provides the capability to enable service requests across different group and task types.
Universal Request Pro	Provides capabilities for Universal Request to connect and expand functionality with Predictive Intelligence and Virtual Agent.
Universal Task	Provides a framework for agents to fulfill a service request by using a comprehensive set of predefined tasks.
Use Case Accelerators	Provides capabilities to configure pre-defined features such as policies, control objectives, scopes, indicators, risks, dashboards and reports.
Vaccination Status	Provides the capability to track the status of employee vaccinations.
Vendor Manager Workspace	Provides a centralized workspace to manage and monitor vendor health, performance data and related vendor information.
Vendor Risk Management	Provides automated assessment capabilities and remediation processes for managing vendor risk, including reporting of risk levels and issues. All vendor interaction and communication may be centralized via a vendor portal enabling Customer to manage vendor responses, provide assessment status, and track issues and tasks.

Virtual Agent	Provides capabilities for Users to interact with a chat agent (bot or human) through the ServiceNow Service Portal, mobile environments and various messaging services.
Vulnerability Response	Integrates with the National Vulnerability Database (NVD) and third-party solutions to generate a set of actionable reports of vulnerable assets in Customer's environment. Allows Customer to create response tasks, change requests or problem tickets to address vulnerabilities, enabling security teams to perform further investigation or allowing IT to remediate.

Vulnerability Solution Management	Provides the capability to correlate vulnerability scan findings with software updates, compensating controls, and other solutions to identify and prioritize remediation activities.
Walk-Up Experience	Provides the capability to create and manage a requester queue at an onsite walk-up venue where requests are resolved in person. Provides capabilities to create and manage a requester queue at an onsite IT walk-up venue where requests and issues are fulfilled and solved by IT technicians in real time and in person.
Workforce Optimization	Provides the capability to monitor work across multiple channels, schedule and change work shifts for teams and individuals, and manage time-off requests. Ability to view performance data, manage employee performance, assign training and manage skills across teams and individuals.
Workplace Indoor Mapping	Provides the capability to allow workplace team to leverage indoor mapping as part of ServiceNow Workplace Service Delivery. Employees can access mobile building-to-building wayfinding, create workplace reservations near colleagues, or raise service requests from an interactive floor map. Workplace admins can design, edit, and publish mapping changes in house to provide employees and visitors with modern digital mapping experiences.
Workplace Lease Administration	Provides the capability to track workplace lease contracts, as well as the assets, services, and locations within the contract record.

Workplace PPE Inventory Management	Provides the capability to manage the personal protective equipment inventory levels across Customer's locations and facilities.
Workplace Case Management	Provides capabilities to fulfill and route on workplace services request.
Workplace Reservation	Provides capabilities to manage reservations for rooms, desk, parking, and additional workplace services.
Workplace Safety Management	Provides the capability to reserve workspaces with configurable shifts for a managed return to work process including cleaning schedules and tasks to create an audit trail for employee return.
Workplace Space Management	Provides the capabilities to perform space planning and measure space utilization to optimize real estate usage.

Workplace Space Mapping	Provide the capability to import and view Mappedin floor plans.
Workplace Visitor Management	Provides capabilities to request services for internal and external visitors to a workplace location.
Workplace Central	Consolidate certain capabilities, as specified in the Documentation, within Workplace Service Delivery suite into one user interface.
Workspace Builder	Provides the capabilities to configure a custom workspace within App Engine Studio, and to manage access, lists, a singular dashboard, and configure pages.

ServiceNow Platform Capabilities	
AI Search	Provides the capabilities to extend and automate search functionality within Service Portal, Now Mobile, and Virtual Agent.
Assessments	Evaluates, scores, and ranks records from any table in the subscription service. Uses assessments to send custom questionnaires to selected users or writes scripts that query the database directly.
Automated Test Framework	Create and run automated tests during upgrades, application development, or instance configuration.
Business Service Maps	Graphically displays the configuration items related to a business service and indicates the status of those configuration items.
Chat	Provides real-time communication capability via instant messaging between users in a ServiceNow instance.
Coaching Loops	Provides the capability to monitor and provide feedback on a specific behavior of an individual or group.
Communities	Enables Customer's users to engage with peers to ask questions and provide answers on areas of their interest. Helps organizations to reduce support costs through crowd sourcing of knowledge and self-service enablement. Includes the following key features – forums and user management, personalized subscriptions, user community profile, and moderation.
Configuration Management Database (CMDB)	Provides capabilities to identify, record, audit, and report on IT configuration items and their relationships.
Connect	Provides the capability to connect people, processes, and information into a unique and centralized collaboration workspace to cut down on resolution times. Features include Chat, document delivery, active lists to see who is working, and the ability to interact directly from the activity stream.
Content Management System	Provides the capability to create custom interfaces.

Delegated Development	Enables instance administrator to deploy and manage developer resources per application, providing them the ability to provide non-administrator development rights and limit the access rights to specific resources used by an application.
Flow Designer	Provides capabilities within a design environment to automate approvals, tasks, notifications, and record operations without requiring code.

Form Designer	Allows creation of forms and tables with visual controls.
Google Maps mapping service	ServiceNow may make Google Maps available for use with the subscription service. If Customer uses Google Maps, Customer agrees to the following terms and conditions:
	(a) If Customer's usage exceeds either 60,000 map views on an annual basis or 1,000 geocoding requests on a daily basis, Customer shall purchase map views and geocoding requests from Google subject to Google's terms and conditions, to which ServiceNow is not a party;
	(b) Customer agrees, and shall cause its end users to agree, to the following:
	• Google's Maps Terms (http://maps.google.com/help/terms_maps.html) or a successor URL as provided by Google.
	• Legal Notices (http://www.maps.google.com/help/legalnotices_maps.html) or a successor URL as provided by Google.
	• Acceptable Use Policy (https://enterprise.google.com/maps/terms/universal_aup.html) or a successor URL as provided by Google.
	(c) Customer agrees that Google may use Customer Data in accordance with its privacy policy and that Google may provide its Maps services to Customer. Google Maps may not be available to Customer due to location availability and may not be available during Customer's entire Subscription Term. ServiceNow support terms and warranties do not apply to Google Maps.
Guided Setup	Provides the categories and associated tasks to configure any product or application that provides a Guided Setup module.

Knowledge Management	Provides role-based tools to create, store, and publish information. Provides mechanisms for version control and approvals of documents in the review process.
Live Feed	Provides a place to post and share content.
Mobile	Provides a customizable ServiceNow interface for mobile devices.
Mobile App Builder

(Formerly: Mobile Studio) | Provides the capability to configure a ServiceNow application or build a new mobile application. |

Notify	Provides the capability to initiate notification from Customer's instance of the subscription service to a supported third-party platform for SMS, voice, and other communications protocols.

Customer is required to separately purchase any third-party service required to work with Notify. |
| OpenFrame | An interface technology that enables real-time communication channels such as telephone systems to be integrated into the ServiceNow Platform.

Consists of UI elements as well as a set of APIs that support exchange of events and data between ServiceNow and the communications system. |
Reporting	Provides the capability to create and share reports and dashboards.
Script Debugger	Enables debugging of script on non-production instances of the subscription service.
Service Catalog	Displays a listing of the goods and services that a Customer provides within the enterprise to its employees and contractors.
Service Creator	Provides capabilities for building Service Catalog items without writing code.
Service Level Management	Establishes and monitors status of service contracts and SLAs between Customer and its customers or third-party service providers.
Service Portal Designer	Provides the capability to build portals with a consumer-like experience using both ServiceNow out-of-the-box widgets and templates as well as Customer's own widgets and styles, while leveraging only HTML and CSS.
Skills Management	Assigns configured competencies to groups or users.

Studio	Provides web-based Integrated Development Environment (IDE) for professional and low-code (i.e., IT administration) application developers.
Subscription Management	Enables Customers to view and allocate use rights in the subscription service across the enterprise.
Survey Management	Allows for polling and collection of data, including configuration for specific events and/or conditions.
Targeted Communications	Provides the capability to create and send articles and emails to a specified list of internal and external customers.

Time Cards	Records time worked on tasks either manually or automatically.
Visual Task Boards	Transforms the navigation of lists and forms into an interactive graphical experience including a Kanban-style workspace for either individual or team- based management of tasks.
Visualizations	Displays interactive 2-D and 3-D visual representations for any logical data relationships within an instance.
Web Services	HTTP-based web services allow Customer to interact with instances of the subscription service. Outbound (consumer) web services allow Customer to access remote endpoints and perform web service requests from instances of the subscription service. Web services include REST and SOAP APIs.
Workflow	Provides a drag-and-drop interface for automating multi-step processes across the subscription service. Each Workflow consists of a sequence of activities such as generating records, notifying users of pending approvals, or running scripts, and the condition-based transitions between them. Customer is required to purchase Orchestration Core or Integration Hub to orchestrate activities using a Workflow that interacts outside of Customer's instance of the subscription service.

ServiceNow Premium Platform Capabilities	
ServiceNow Voice (Formerly: Cloud Call Center)	Provides the capability to integrate the ServiceNow Platform with a third-party cloud-based call center. Customer is required to separately purchase any third-party cloud-based call center services. *Cloud Call Center requires the purchase of a Professional or Enterprise level ServiceNow Subscription product.*
Dynamic Translation	Provides capabilities to enable the translation of text from one language to another. *Dynamic Translation requires the purchase of a Professional or Enterprise level ServiceNow Subscription product.*

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