

Board Contract # _____

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR
BETWEEN
COUNTY OF SANTA BARBARA
AND
ALCOR SOLUTIONS, INC.
FOR
SERVICENOW SOFTWARE AS A SERVICE APPLICATIONS**

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STANDARD TERMS **AND CONDITIONS**

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

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

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 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 EXHIBITS A(s), AA(s), and E(s) attached hereto and incorporated herein by reference.

4. TERM.

CONTRACTOR shall commence performance on July 1, 2026 and end performance upon completion, but no later than June 30, 2029 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. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended. CONTRACTOR shall also comply with the debarment and suspension provisions set forth in Exhibit AA General Provisions Mental Health Plan Required Terms (Non-Direct Service Provider) and Exhibit AA-1 General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) to this Agreement.

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 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 shall also comply with the conflict of interest provisions set forth in Exhibit AA General Provisions Mental Health Plan Required Terms (Non-Direct Service Provider) to this Agreement.

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, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, 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.

Unless otherwise specified in Exhibit A(s), CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). 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 Copyrightable Works and Inventions. 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 Copyrightable Works and Inventions and other 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 Copyrightable Works or Inventions or other 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 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 shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall 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 the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

CONTRACTOR shall also comply with the records, audit and review provisions set forth in Exhibit AA General Provisions Mental Health Plan Required Terms (Non-Direct Service Provider) and Exhibit AA-1 General Provisions Department of Health Care Services State Performance Requirements Behavioral Health Services Act (BHSA) to this Agreement.

15. INDEMNIFICATION AND INSURANCE.

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C 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. CONTRACTOR shall also comply with the nondiscrimination provisions set forth in Exhibit AA General Provisions Mental Health Plan Required Terms (Non-Direct Service Provider) to this Agreement.

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 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.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision,

COUNTY shall have no obligation to make payments with regard to the remainder of the term.

- 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 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. 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.

21. 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.

22. 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.

23. TIME IS OF THE ESSENCE.

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

24. 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.

25. 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. Any requests for changes to this Agreement by CONTRACTOR shall be in writing and submitted to COUNTY before April 1 of the fiscal year for which the change would be applicable. Requests for changes failing to meet these requirements will not be considered. Notwithstanding any other provision of this Agreement, immaterial changes (such as changes to the Designated Representatives or addresses for purposes of Notice) as well as changes to this Agreement specified in the Exhibits may be authorized by the Director of the Department of Behavioral Wellness or designee in writing. These changes shall apply without the need for an amendment of this Agreement executed by the parties. All other changes shall be made by an amendment of this Agreement in compliance with this Section.

26. 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.

27. COMPLIANCE WITH LAW.

CONTRACTOR shall, at its sole cost and expense, comply with all federal, state, and local statutes; ordinances; 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 statute, ordinance, regulation, order, policy, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. BUSINESS ASSOCIATE. (RESERVED)

THIS SECTION LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE

SIGNATURE PAGE

Agreement for Services of Independent Contractor 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, 2026.

COUNTY OF SANTA BARBARA

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS
Date: _____

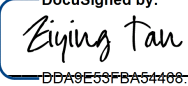
ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk
Date: _____

CONTRACTOR:

ALCOR SOLUTIONS, INC.

By:  _____
Authorized Representative
Name: Ziying Tan
Title: Principal
Date: 6/10/2026

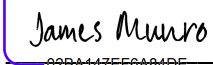
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

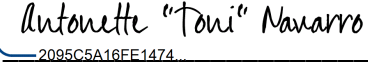
APPROVED AS TO ACCOUNTING FORM

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT DIRECTOR,
DEPARTMENT OF BEHAVIORAL WELLNESS

By:  _____
Director

APPROVED AS TO FORM:

MARISA KAHN, RISK MANAGER,
RISK MANAGEMENT

By:  _____
Risk Manager

EXHIBIT A

STATEMENT OF WORK

EXHIBIT A-1
SERVICENOW SOFTWARE-AS-A-SERVICE APPLICATIONS

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 following, all of which are expressly deemed incorporated herein by this reference and as set forth in Exhibit E (collectively, the "ServiceNow Subscription Service Terms"):
 1. Exhibit E-1 Public Sector Subscription Terms of Service (effective December 31, 2025);
 2. Exhibit E-2 Customer Support Addendum (effective March 12, 2025);
 3. Exhibit E-3 Data Security Addendum (effective November 11, 2025);
 4. Exhibit E-4 Data Processing Addendum (effective May 3, 2024);
 5. Exhibit E-5 U.S. Public Sector Subscription Terms of Service Product Term Addendum;
 6. Exhibit E-6 ServiceNow Order Form - Product and Use Definitions;
 7. Exhibit E-7 Software Spend Detection and Software Asset Management Content Service Addendum (effective July 24, 2023);
 8. Exhibit E-8 Now Assist Overview (effective May 5, 2026);
 9. Exhibit E-9 Integration Hub and Workflow Data Fabric Overview (effective February 2, 2026);
 10. Exhibit E-10 Software Asset Management - ServiceNow Subscription Unit Overview (effective May 28, 2024);

11. Exhibit E-11 Workflow Data Fabric Foundation Overview (effective April 9, 2026); and
12. Exhibit E-12 ServiceNow Product Capabilities
- B. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms.
- C. 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.
- D. County access and use of the Subscription Service are pursuant to the ServiceNow Subscription Service Terms.
3. **ACCESSFLOW:** AccessFlow is an automated, centralized Identity and Access Management solution built natively on the ServiceNow platform and is a unified way for organizations to manage onboarding, offboarding, access requests, governance, and compliance.
- A. Contractor shall enable IT Admin Users to perform Identity and Access Management (IAM) tasks for a number of ServiceNow users up to the specified number of seats in Exhibit B-1.
- B. An IT Admin User enabled on Accessflow shall be able to perform/use/deploy the following IAM core product features for ServiceNow users:
1. AI-driven capabilities will include, but not be limited to:
 - i. Access prediction, Internet Protocol (IP) anomaly detection, smart summarization;
 - ii. Enhanced agent workspace - streamline decision making and reduce manual effort.
 2. Multi-user and multi-access request interfaces, will include but not be limited to:
 - i. Plug and play workflow integration, Role based approvals;
 - ii. User access attestation;
 - iii. Privileged Access Management (PAM) and Just-in-Time (JIT) access;
 - iv. Separation of Duties (SoD) management, risk dashboards, dormant account identification; and
 - v. Integrations with Enterprise Resource Planning (ERP) platforms, cloud platforms, and core enterprise systems.
 3. Property driven features, will include but not be limited to:
 - i. Configuration without customization;

- ii. Mobile access, chatbots, e signatures, and
 - iii. Privacy aware dashboards tailored by role.
- 4. Access governance model will include, but not be limited to:
 - i. Standardized categories;
 - ii. Training prerequisites;
 - iii. Access visibility, group-to-permission management; and
 - iv. Wizard driven request experience.
- 5. Enhanced Features will include but not be limited to:
 - i. Task driven flows rather than request driven flows;
 - ii. Centralized approval and fulfillment processes;
 - iii. Delegation capabilities, role qualifiers, Role-Based Access Control (RBAC) functionality; and
 - iv. Improved review processes including bulk approvals.
- 4. **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.
- 5. **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 as defined in Standard Terms & Conditions Section 25 Entire Agreement and Amendment. *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 AA
GENERAL PROVISIONS
NON-DIRECT SERVICES

EXHIBIT AA
GENERAL PROVISIONS
MENTAL HEALTH PLAN REQUIRED TERMS
(NON-DIRECT SERVICE PROVIDER)

The following provisions shall apply to all services under this Agreement, included as Exhibit A-1, as though separately set forth in the scope of work specific to each service.

1. PERFORMANCE.

A. This Agreement shall be governed by, and construed in accordance with, all laws and regulations and all contractual obligations of County under the Integrated Intergovernmental Agreement (Contract No. 24-40145) between County and the California Department of Health Care Services (DHCS) including the federal and state requirements listed in Integrated Intergovernmental Agreement, Exhibit E (Additional Provisions), section 7 (State and Federal Laws Governing this Contract) and contractual obligations in Integrated Intergovernmental Agreement, Exhibit D (Special Terms and Conditions). The Integrated Intergovernmental Agreement, available at [County of Santa Barbara - File #: 25-00016](#), is incorporated herein by reference.

- 1.** Contractor agrees to comply with all applicable federal, state, and local laws including federal and state laws pertaining to member rights, applicable sections of California's Medicaid State Plan (State Plan), applicable federal waivers, and applicable DHCS Behavioral Health Information Notices (BHINs) in its provision of services as a subcontractor or contracted provider of County as an integrated county behavioral health plan.
- 2.** Contractor agrees to perform all applicable delegated activities and obligations including services and reporting responsibilities in compliance with County's obligations under the Integrated Intergovernmental Agreement.
- 3.** Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, or BHINs or any amendments to the Integrated Intergovernmental Agreement that occur during the Term of this Agreement. Contractor shall also comply with any newly applicable statute, regulation, State Plan Amendment, federal waiver, and BHIN that become effective during the Term of this Agreement. These obligations shall apply without the need for an amendment(s) of this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in law or the Integrated Intergovernmental Agreement, the amendment shall be retroactive to the effective date of such changes in law or the Integrated Intergovernmental Agreement.

4. To the extent there is a conflict between a provision of this Agreement and any federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, Contractor shall comply with the federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, and the conflicting provision of this Agreement shall no longer be in effect.
- B.** Contractor shall comply with the following as applicable:
1. All Medicaid laws, regulations including sub-regulatory guidance, and contract provisions;
 2. 42 C.F.R. § 438.900 et seq. regarding parity in mental health and substance use disorder benefits;
 3. All laws and regulations relating to patients' rights including Welfare and Institutions Code section 5325, 9 California Code of Regulations sections 862 through 868, and 42 Code of Federal Regulations section 438.100; and
 4. All existing policy letters issued by DHCS. All policy letters issued by DHCS subsequent to the effective date of this Agreement shall provide clarification of Contractor's obligations pursuant to this Agreement.
- C.** Contractor shall comply with:
1. All applicable Behavioral Health Services Act laws, regulations, BHINs, policy letters, and guidance; and
 2. The Santa Barbara County Mental Health Services Act Steering Committee Mission Statement, available at [Mental Health Services Act Steering Committee | Santa Barbara County, CA - Official Website](#).
- D. 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.

2. **CONFIDENTIALITY.**

- A.** Contractor agrees, and shall require its employees, agents, subcontractors, or contracted providers to agree, to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section

96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Integrated Intergovernmental Agreement Exhibit A—Attachment 4 (Management Information Systems), Section 6 (HIPAA and Additional Data Standards), Exhibit D, Section 14 (Confidentiality of Information), and Exhibit F (Business Associate Addendum); and this Agreement, Section F (Compliance with Privacy Laws and Data Security Authorities), as applicable. Patient records must comply with all applicable state and federal requirements.

- B.** Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- C.** Contractor shall comply with Exhibit F to the Integrated Intergovernmental Agreement to the extent Contractor is provided Personal Health Information (“PHI”), Personal Information (“PI”), or Personally Identifiable Information (“PII”) as defined in Exhibit F of the Integrated Intergovernmental Agreement from County to perform functions, services, or activities specified in this Agreement.
- D.** Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, DHCS, its directors, officers or employees based upon claimed violations of privacy involving inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- E.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the Integrated Intergovernmental Agreement to such PHI,

PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This subsection shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

- F. Compliance with Privacy and Data Security Authorities.** Contractor shall, at its sole cost and expense, comply with all applicable federal, state, and County healthcare privacy and data security requirements and authorities including, but not limited to, those authorities specified in Section 2.A of this EXHIBIT AA General Provisions Mental Health Plan Required Terms (Non-Direct Service Provider) now in force or which may hereafter be in force and shall develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable efforts to secure written and/or electronic data.

3. REPORTS.

- A.** Contractor agrees to submit data and reports as required by County or the California Department of Health Care Services (DHCS).
- B.** Contractor agrees that County or DHCS may withhold payments until Contractor has submitted any required data and reports to County or DHCS as identified in this Agreement, or Integrated Intergovernmental Agreement, Exhibit A(s) or Document 1F(a) Reporting Requirement Matrix for Counties.

4. MONITORING.

- A.** County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of the Integrated Intergovernmental Agreement and this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of, fiscal and overall performance activity.
- B.** Contractor shall be liable to County for any penalties assessed against County for Contractor's failure to comply with the required corrective action.

5. ADDITIONAL PROGRAM REQUIREMENTS. (Reserved)

6. ADDITIONAL STATE CONTRACT COMPLIANCE REQUIREMENTS.

- A.** County and the California Department of Health Care Services (DHCS) may fully or partially revoke this Agreement or the delegated activities or obligations, or apply

other remedies permitted by federal or state law when County or DHCS determine that Contractor has not performed satisfactorily (42 C.F.R. § 438.230(c)(2).)

B. Contractor shall comply with any applicable provision identified in the Integrated Intergovernmental Agreement as applying to subcontractors or contracted providers.

C. Americans with Disabilities Act. Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in part 1194 of title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

D. Generative Artificial Intelligence Technology Uses and Reporting.

1. Contractor certifies its services or work under this Agreement does not include or make available any Generative Artificial Intelligence (GenAI) technology including GenAI from third parties or subcontractors.
2. During the Term of this Agreement, Contractor shall notify County in writing if its services or any work under this Agreement includes or makes available any previously unreported GenAI technology including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000), available at [STD 1000 Generative Artificial Intelligence \(GenAI\) Disclosure & Factsheet](#) and submit the completed form to County to report the use of any new or previously unreported GenAI technology.
3. At the direction of County, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by County.
4. Contractor acknowledges and agrees that its failure to disclose GenAI technology use and submit the GenAI Reporting and Factsheet (STD 1000) to County may be considered a material breach of this Agreement by County or the California Department of Health Care Services (DHCS), and County or DHCS may consider the failure to disclose GenAI technology use and/or submit the [STD 1000 Generative](#)

[Artificial Intelligence \(GenAI\) Disclosure & Factsheet.pdf](#) to County as grounds for the immediate termination of this Agreement. County and DHCS are entitled to seek all the relief to which they may be entitled as a result of such non-disclosure.

5. Contractor shall include subsection D (Generative Artificial Intelligence Technology Uses and Reporting) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

E. Prohibited Affiliations.

1. Contractor shall not knowingly have any prohibited type of relationship, as described in subsection E.3 of this Section 6 (Additional State Contract Compliance Requirements), with individuals or entities listed in subsection E.1.i and ii. Contractor shall further require that its subcontractors and contracted providers abide by this requirement.
 - 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 subsection D.1.i. (42 C.F.R. § 438.610(a)(2).)
2. Contractor, its contracted providers, and its subcontractors shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 United States Code [U.S.C.] § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)
3. Contractor, its contracted providers, and its subcontractors shall not have the types of relationships prohibited by this subsection E.3 with an excluded, debarred, or suspended individual, provider, or entity.
 - i. A director, officer, agent, managing employee, or partner of Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - ii. A subcontractor of Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)

- iii. A person with beneficial ownership of five percent or more of Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
- iv. A network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor's obligations under this Agreement. (42 C.F.R. § 438.610(c)(4).)
- 4. Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in subsections E.1 and E.2 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).)
- 5. Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with 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).)
- 6. Contractor shall provide to County written disclosure of any prohibited affiliation identified by Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

F. Disclosures.

- 1. **Disclosures of 5% or More Ownership Interest.** Contractor shall provide to County written disclosure of information on ownership and control of Contractor, its contracted providers, and its subcontractors (hereafter Disclosing Entity) as described in 42 C.F.R. section 455.104 and this subsection F.1 of this Section 6 (Additional State Contract Compliance Requirements). Contractor shall provide disclosures to County on a form provided by County upon submitting the provider application, before entering into a provider agreement with County, before renewing a provider agreement with County, annually and upon request during the re-validation of enrollment process under 42 C.F.R. section 455.104, and within 35 days after any change in ownership of Disclosing Entity. The information included in the disclosures shall be current as of the time submitted. The following information must be disclosed:
 - i. The name and address of any person (individual or corporation) with an ownership or control interest in Disclosing Entity. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address.

- ii. Date of birth and Social Security Number (in the case of an individual).
 - iii. Other tax identification number (in the case of a corporation) with an ownership or control interest in Disclosing Entity or in any subcontractor in which Disclosing Entity has a five percent or more interest.
 - iv. Whether the person (individual or corporation) with an ownership or control interest in Disclosing Entity is related to another person with ownership or control interest in 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 Disclosing Entity has a five percent or more interest is related to another person with ownership or control interest in Disclosing Entity as a spouse, parent, child, or sibling.
 - v. The name of any other disclosing entity in which an owner of Disclosing Entity has an ownership or control interest.
 - vi. The name, address, date of birth, and Social Security Number of any managing employee of Disclosing Entity.
- 2. Disclosures Related to Business Transactions.** Contractor shall submit the following disclosures and updated disclosures related to certain business transactions to County, the California Department of Health Care Services (DHCS), or the United States Department of Health and Human Services (HHS) within 35 days upon request. The following information must be disclosed:
- i. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - ii. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request.
- 3. Disclosures Related to Persons Convicted of Crimes.** Contractor certifies that it has submitted the following disclosures related to persons convicted of crimes to County before entering into this Agreement. Contractor shall submit the following disclosures to County or DHCS at any time upon request. The following information must be disclosed:
- i. The identity of any person who has an ownership or control interest in or is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2).)

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

4. Remedies. If Contractor fails to comply with disclosure requirements, remedies available to County and DHCS include:

- i. Federal Financial Participation (FFP) is not available in expenditures for services furnished by Contractor that fail to comply with a request made by County, DHCS, or the Secretary of HHS under subsections F.1 and F.2 of this Section 6 (Additional State Contract Compliance Requirements) or under 42 C.F.R. section 420.205 (Disclosure by providers and part B suppliers of business transaction information). FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to County, DHCS, or the Secretary of HHS and ending on the day before the date on which the information was supplied. (42 C.F.R. §§ 455.104(f), 455.105(c).)
- ii. Contractor shall reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to County or DHCS. (Welf. & Inst. Code, § 14043.3.)

G. Records, Audit, and Review.

- 1. Contractor shall maintain and preserve books and records and documents of any type whatsoever, whether physical or electronic, pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement including, but not limited to: member grievance and appeal records; the data, information, and documentation specified in (or that demonstrates compliance with) 42 C.F.R. sections 438.604, 438.606, 438.608, and 438.610; working papers; reports; financial records and documents of account; member records; prescription files; and subcontracts (hereafter Records).
- 2. Contractor shall make available all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, electronic systems, or any employee pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement at any time for auditing, evaluation, inspection, examination, or copying by County, the California Department of Health Care

Services (DHCS), the California Department of General Services, the California State Auditor, the United States Centers for Medicare and Medicaid Services (CMS), the United States Department of Health and Human Services Office of Inspector General (HHS Inspector General), the United States Comptroller General, or other authorized federal or state agencies, or their designees (hereafter Audit). The right to Audit includes, but is not limited to, the right to Audit if County, DHCS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk.

3. Both the requirement to maintain and preserve Records under subsection G.1 of this Section (Additional State Contract Compliance Requirements) and the right to Audit under subsection G.2 shall exist for 10 years from the term end date of this Agreement or as required by subsections i through iii below, whichever is later:
 - i. Applicable statute,
 - ii. Any other provision of this Agreement, or
 - iii. If any litigation, claim, negotiation, audit, or other action pertaining to Medi-Cal enrollees, Medi-Cal-related activities, or any aspect of services and activities performed, or determinations of amounts payable, under this Agreement has been started before the expiration of the 10-year period, until completion of the action and resolution of all issues which arise from it.
4. Contractor shall include subsection G (Records, Audit, and Review) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

H. Conflict of Interest.

1. Contractor shall comply with the conflict of interest safeguards described in 42 C.F.R. section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act (42 C.F.R. § 438.3(f)(2)) and the California Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code section 10365.5, and Government Code section 1090.
2. Contractor acknowledges and agrees that County and the California Department of Health Care Services (DHCS) intends to avoid any real or apparent conflict of interest on the part of Contractor, Contractor's subcontractor, or employees, officers, and directors of Contractor or subcontractor. Thus, County and DHCS reserve the right to determine, at their sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or

apparent conflict of interest, and if a conflict is found to exist, to require Contractor to submit additional information or a plan for resolving the conflict, subject to County and DHCS review and prior approval.

3. Conflicts of interest include:

- i. An instance where Contractor or subcontractor, or any employee, officer, or director of Contractor or subcontractor, has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Agreement.
- ii. An instance where Contractor's or subcontractor's employees, officers, or directors use their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

4. If County is or becomes aware of a known or suspected conflict of interest, County will notify Contractor of the known or suspected conflict, and Contractor will have five working days from the date of notification to provide complete information regarding the suspected conflict to County. County may, at its discretion, authorize an extension of the timeline indicated herein in writing. If a conflict of interest is determined to exist by County or DHCS and cannot be resolved to the satisfaction of County or DHCS, the conflict may be grounds for terminating this Agreement.

5. Contractor shall include subsection H (Conflict of Interest) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.

I. Nondiscrimination and Compliance (General Terms and Conditions 02/2025).

1. During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. § 11000 et seq.), the provisions of article 9.5, chapter 1, part 1, division 3, title 2 of the Government Code (Gov. Code, §§ 11135–11139.5), and the regulations or standards adopted by the California Department of Health Care Services (DHCS) to implement such article. Contractor shall permit access by representatives of the California Civil Rights Department (CRD) and DHCS upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as CRD or DHCS shall require to ascertain compliance with this provision. Contractor and subcontractors shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

2. Contractor shall include subsection I (Nondiscrimination and Compliance (GTC 02/2025) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under the Agreement.

J. Nondiscrimination and Compliance.

1. Consistent with the requirements of applicable federal law, such as 42 C.F.R. section 438.3(d)(3) and (4), and state law, Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3)–(4); 45 C.F.R. § 92.2; Gov. Code, § 11135(a); Welf. & Inst. Code, § 14727(a)(3).)
2. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. parts 84 and 85, as applicable.

3. Contractor shall include subsection J (Nondiscrimination and Compliance) of this Section (Additional State Contract Compliance Requirements) in all subcontracts to perform work under this Agreement.
4. Noncompliance with the nondiscrimination requirements in subsection J (Nondiscrimination and Compliance) of this Section 6 (Additional State Contract Compliance Requirements) shall constitute grounds for County or the California Department of Health Care Services to withhold payments under this Agreement.

K. Subcontract Requirements.

1. Contractor is hereby advised of its obligations pursuant to the following numbered provisions of Integrated Intergovernmental Agreement, Exhibit D (Special Terms and Conditions): Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 21 Drug Free Workplace Act of 1988; 23 Payment Withhold; 26 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 34 Suspension or Stop Work Notification; 35 Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

L. Federal Equal Employment Opportunity Requirements.

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the California Department of Health Care Services (DHCS), setting forth the provisions of the Equal Opportunity clause, section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the federal government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of and furnish all information and reports required by section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of Federal Executive Order No. 11246, as amended, including by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and

the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.
7. Contractor will include subsection L (Federal Equal Employment Opportunity Requirements) of this Section (Additional State Contract Compliance Requirements) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by the regulation at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or section 503 of the Rehabilitation Act of 1973 (38 U.S.C. § 4212) or of the Vietnam Era Veteran's Readjustment Assistance Act so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

M. Debarment and Suspension Certification.

1. Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to, 2 C.F.R. part 180 and 2 C.F.R. part 376.
2. Contractor certifies to the best of its knowledge and belief that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - ii. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 2.ii, subsection L (Debarment and Suspension Certification) of this Section (Additional State Contract Compliance Requirements);
 - iv. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
 - v. Have not within a three-year period preceding this Agreement engaged in any of the violations listed under 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 376.
3. Contractor shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R. part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the California Department of Health Care Services (DHCS).
4. The terms and definitions herein have the meanings set out in 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376.

5. Contractor will include subsection M (Debarment and Suspension Certification) of this Section (Additional State Contract Compliance Requirements) in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. If Contractor knowingly violates this certification, in addition to other remedies available to the federal government, County or DHCS may terminate this Agreement for cause or default.

N. Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards.

1. Contractor shall comply with the requirements of 2 Code of Federal Regulations (C.F.R.) parts 200 and 300, which are incorporated herein by reference.
2. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

O. Mandatory Disclosures.

1. Contractor must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code (U.S.C.) or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, DHCS, the United States Centers for Medicare and Medicaid Services, and the United States Department of Health and Human Services Office of Inspector General. Contractor is also required to report matters related to County, state, or federal agency's integrity and performance in accordance with Appendix XII of 2 Code of Federal Regulations part 200. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations section 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)
2. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.
3. Contractor shall also comply with the disclosure provisions set forth below in Section S (Byrd Anti-Lobbying Amendment) and this EXHIBIT AA General Provisions to this Agreement.

P. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment.

1. Contractor is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain covered telecommunications equipment or services;
 - ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
2. As described in section 889 of Public Law 115-232 “covered telecommunications equipment or services” means any of the following:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. 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);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the United States 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.
3. For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
4. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must 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 telecommunications equipment or services, to

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

5. Contractor certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Contractor and its subcontractors are not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
6. For additional information, see section 889 of Public Law 115-232 and 2 Code of Federal Regulations section 200.471.
7. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

Q. Domestic Preferences For Procurements.

1. Contractor should, to the greatest extent practicable and consistent with law, 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).
2. For purposes of this section:
 - i. “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.
 - ii. “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.
3. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.

R. Procurement Of Recovered Materials.

1. Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 United States Code section 6962. The requirements of section 6002 include procuring only items designated in guidelines of the United States Environmental Protection Agency (EPA) at 40 Code of Federal Regulations 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.

2. Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.
 3. Contractor shall include these requirements in all subcontracts to perform work under this Agreement.
- S. **Byrd Anti-Lobbying Amendment.** (Applicable to federally funded agreements in excess of \$100,000.)

1. Certification and Disclosure Requirements.

- i. Contractor must file a certification (in the form set forth in EXHIBIT AA, Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that Contractor has not made and will not make any payment prohibited by subsection 2 (Prohibition) of this Section (Byrd Anti-Lobbying Amendment).
- ii. Contractor must file a disclosure (in the form set forth in EXHIBIT AA, Attachment 2, entitled “Standard Form-LLL ‘Disclosure of Lobbying Activities’”) if Contractor has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant which would be prohibited under subsection 2 (Prohibition) of this Section (Byrd Anti-Lobbying Amendment) if paid for with appropriated funds.
- iii. Contractor must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by Contractor under subsection 1.ii. of this Section (Byrd Anti-Lobbying

Amendment). An event that materially affects the accuracy of the information reported includes:

- a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- iv. Contractor shall require all lower tier subcontractors to certify and disclose to the next tier above.
- v. All disclosure forms shall be forwarded from tier to tier until received by County.
2. **Prohibition.** Section 1352 of title 31 of the United States Code provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person or organization 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.
3. Contractor shall include these requirements in all lower tier subcontracts exceeding \$100,000 to perform work under this Agreement.

T. Clean Air Act. (Applicable to federally funded agreements in excess of \$150,000.)

- 1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 United States Code section 7401 et seq.
- 2. Contractor agrees to report each violation to the California Environmental Protection Agency (CalEPA) and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal

agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

U. Federal Water Pollution Control Act. (Applicable to federally funded agreements in excess of \$150,000.)

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 United States Code section 1251 et seq.
2. Contractor agrees to report each violation to CalEPA and understands and agrees that CalEPA will, in turn, report each violation as required to assure notification to County, the federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor shall include these requirements in all subcontracts exceeding \$150,000 to perform work under this Agreement.

EXHIBIT AA – AA1
ATTACHMENT 1 &2

CERTIFICATION REGARDING
LOBBYING

ATTACHMENT 1
STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
CERTIFICATION REGARDING LOBBYING

The recipient 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 must complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.
3. The recipient must 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 must 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 will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

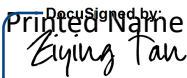
By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING**, as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2.

Alcor Solutions

Ziying Tan

Name of Contractor

Printed Name of Person Signing for Contractor

BDA0E59FDA51400...

Contract / Grant Number

6/10/2026

Signature of Person Signing for Contractor

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
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
 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:		2. Status of Federal Action:		3. Report Type:	
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.	
4. Name and Address of Reporting Entity:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
☐ Prime ☐ Subawardee Tier, if known: Congressional District, If known:			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 Number:					
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 grant.
- 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.

- a.** (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.** (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).

10. 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 AA-1
GENERAL PROVISIONS

BEHAVIORAL HEALTH SERVICES ACT
SERVICES (BHSA)

EXHIBIT AA-1
GENERAL PROVISIONS
DEPARTMENT OF HEALTH CARE SERVICES
STATE PERFORMANCE REQUIREMENTS
BEHAVIORAL HEALTH SERVICES ACT (BHSA)

This Agreement shall be governed by and construed in accordance with all laws and regulations and policies and procedures governing the California Department of Health Care Services (hereafter referred to as DHCS) State Performance Agreement (Agreement No. 26-60060) which administers the Behavioral Health Services Act (BHSA), Lanterman- Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan- McCorquodale Act.

Any BHSA program services operated under this Agreement to Medi-Cal members residing in Santa Barbara County or county of responsibility who meet the applicable access criteria, included as Exhibit A-1, unless separately and specially set forth in this General Provision or scope of work specific to each program.

County of Responsibility is defined as “the county of responsibility shall be the county whose county department is responsible for determining the initial and continuing Medi-Cal eligibility for a person or family. The appropriate county of responsibility shall be determined in accordance with the California Code Title 22 section 50120.”

1. PERFORMANCE.

- A.** Contractor must meet certain conditions and requirements to receive funding for these programs and services, as set forth in this County Performance Contract 26-60060 (hereafter referred to as the Contract or Agreement), as required by Welfare and Institutions Code (W&I) sections 5650(a), 5651, and 5897. Contractor agrees to comply with all of the conditions and requirements described herein.
- B.** Contractor must implement the BHSA consistent with this Contract (which is executed pursuant to W&I section 5897), applicable law and regulations, the BHSA County Policy Manual (hereafter referred to as the BHSA Policy Manual), and other applicable DHCS guidance. <https://policy-manual.mes.dhcs.ca.gov/behavioral-health-services-act-county-policy-manual/LIVE/>.
- C.** The defined terms enumerated in the BHSA Policy Manual apply to this Contract, except as otherwise provided.
- D.** To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation or DHCS guidance issued pursuant to W&I section 5963.05 (or other applicable bulletin authority), Contractor must comply with the statute, regulation, or guidance, and the conflicting Contract provision will no longer be in effect.

- E. There a requirement provided or referenced herein has an effective date that differs from the effective date of this Contract, Contractor is required to comply with the requirement as of its applicable effective date.
 - F. All terms and conditions set forth in the BHSA Policy Manual are hereby incorporated by reference and made a part of this Contract as if fully set forth herein.
 - G. Contactor must submit all deliverables required in this Contract in the schedule, form, and manner specified by County.
 - H. (Reserved)
 - I. (Reserved)
2. **GENERAL REQUIRMENTS.** Contract shall adhere to W&I section 5651(b) incorporated into this Contract. Contractor must:
- A. Comply with the expenditure requirements of W&I section 17608.05;
 - B. (Reserved)
 - C. (Reserved)
 - D. Comply with all provisions and requirements in law pertaining to patient rights;
 - E. (Reserved)
 - F. (Reserved)
 - G. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Behavioral Health Services Act.
3. **AMERICANS WITH DISABILITIES ACT.** County agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 United States Code (USC) § 794d), the Americans with Disabilities Act of 1990 (42 USC § 12101 *et seq.*), and the implementing regulations, including 36 Code of Federal Regulations (CFR) Part 1194 and 28 CFR Part 36, as applicable. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California GC section 7405 codifies section 508 of the Rehabilitation Act of 1973 and its implementing regulations requiring accessibility of electronic and information technology.
4. **EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine County is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that will be grounds for termination of this Contract. The State must

provide County advance written notice of such termination, allowing County at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

5. MEDI-CAL VERIFICATION AND ENROLLMENT. (Reserved).

6. ELIGIBLE AND PRIORITY POPULATIONS. (Reserved)

7. REPORTING, DATA SUBMISSION, AND DATA SHARING REQUIREMENTS. (Reserved)

8. SPECIAL TERMS AND CONDITIONS.

A. Audit and Record Retention. Contractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The forgoing constitutes “records” for the purpose of this provision.

B. (Reserved)

9. GENERAL TERMS AND CONDITIONS (GTC 02/0205).

A. Contractor shall adhere to the General terms and conditions herein referenced and includes: 1 Approval; 2 Amendments; 3 Assignment; 4 Audit; 5 Indemnification; 6 Disputes; 7 Termination for Cause; 8 Independent Contractor; 9 Recycling Certification; 10 Non-discrimination; 11 Certification Clauses; 12 Timeliness; 13 Compensation; 14 Governing Law; 15 Antitrust Claims; 16 Child Support Compliance Act; 17 Unenforceable Provision; 18 Priority Hiring; 19 Small Business Participation and DVBE Participation Reporting Requirements; 20 Loss Leader; and 21 Generative AI Disclosure Obligations.

B. Termination for Convenience. This provision replaces and supersedes only Provision 10(b) Termination for Convenience in Exhibit D. Note: Provision 10(a) Termination for Cause in Exhibit D remains in force as is.

1. This agreement may be terminated, in whole or in part, without cause, and without penalty, by either party by giving 30 calendar days advance written notice to the other party. Such notification must state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from DHCS, Contractor must take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

2. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims.

3. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

**10. SUBSTANCE USE PREVENTION, TREATMENT AND RECOVERY SERVICES BLOCK GRANT (SUBG).
(Reserved)**

EXHIBIT B(S)

FINANCIAL PROVISIONS

EXHIBIT B
FINANCIAL PROVISIONS

(Applicable to programs described in Exhibit A-1)

PERIODIC COMPENSATION (WITH ATTACHED EXHIBIT B-1 – SCHEDULE OF RATES)
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1. **CONTRACT MAXIMUM.** For software-as-a-service (SaaS) products to be rendered under this Agreement, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a Maximum Contract Amount not to exceed \$1,005,498, inclusive of \$324,961 for FY 2026-27, \$335,061 for FY 2027-28, and \$345,476 for FY 2028-29. 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.

2. **Payment for Services.** Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A. Payment for services shall be based upon the expenses and hourly rates for personnel, as defined in EXHIBIT B-1. Invoices submitted for payment that are based upon EXHIBIT B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges. Invoice shall be paid within 30 days from receipt.

3. **Proper Invoice.** Contractor shall submit invoices by e-mail. A County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing.

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

5. **Invoice Submission.**

Email at ap@sbcbswell.org and should e-mail fail, invoices can be mailed to:

Accounts Payable
 429 North San Antonio Road
 Santa Barbara, CA 93110

6. **Correction of Work.** 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 MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

(Applicable to program(s) described in Exhibit(s) A-1)

Subscription	Unit	FY 26-27 Rate	FY 27-28 Rate	FY 28-29 Rate
Workflow Data Fabric Starter	1	\$9,350.29	\$9,630.80	\$9,919.72
ServiceNow(R) Software Asset Management Professional	125	\$875.00	\$901.25	\$928.29
ServiceNow® ITSM Professional Plus	50	\$3,695.00	\$3,805.85	\$3,920.03
IT Service Management Professional	50	\$7,043.50	\$7,254.81	\$7,472.45
ServiceNow® HR Enterprise Onboarding	946	\$5,846.28	\$6,050.90	\$6,262.68
Accessflow	1,620	\$270.00	\$278.10	\$286.44

Fiscal Year Contract	Amount
FY 26-27	\$324,961
FY 27-28	\$335,061
FY 28-29	\$345,476
FY 26-29 Contract Maximum:	\$1,005,498

EXHIBIT C
INDEMNIFICATION
AND
INSURANCE REQUIREMENTS

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS

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.

1. MINIMUM SCOPE OF INSURANCE.

Coverage shall be at least as broad as:

- A. 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.
- B. 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.
- C. 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)

- D. 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.
- E. 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.

2. OTHER INSURANCE PROVISIONS.

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

- A. 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).
- B. 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.

- C. **Notice of Cancellation.** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
- D. **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.
- E. **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.
- F. **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."
- G. **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.
- H. **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.
- I. **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.

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. 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.

K. 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
HIPAA BUSINESS ASSOCIATE
AGREEMENT (BAA)
(RESERVED)

EXHIBIT E
SERVICENOW SUBSCRIPTION
SERVICE TERMS

EXHIBIT E-1 PUBLIC SECTOR SUBSCRIPTION TERMS OF SERVICE (EFFECTIVE DECEMBER 31, 2025)

THIS SECTION LEFT BLANK INTENTIONALLY.



U.S. PUBLIC SECTOR SUBSCRIPTION TERMS OF SERVICE

THESE PUBLIC SECTOR SUBSCRIPTION TERMS OF SERVICE (“**TERMS OF SERVICE**”) APPLY ONLY IF THE CUSTOMER IS AN AGENCY, DEPARTMENT, OR ENTITY, INCLUDING OF THE EXECUTIVE, JUDICIAL, AND LEGISLATIVE BRANCHES OF THE U.S. FEDERAL, STATE, LOCAL, OR TRIBAL GOVERNMENT, GOVERNMENT CORPORATION, OR OTHER GOVERNMENTAL ENTITY (“**GOVERNMENT ENTITY**”) OR AN AUTHORIZED ENTITY ORDERING UNDER A U.S. GOVERNMENT CONTRACT. IF THE CUSTOMER IS NOT A U.S. GOVERNMENT ENTITY OR AN AUTHORIZED ENTITY ORDERING UNDER A U.S. GOVERNMENT CONTRACT, THEN SERVICENOW’S ORDERING AGREEMENT (LOCATED AT [HTTPS://WWW.SERVICENOW.COM/UPGRADE-SCHEDULES.HTML](https://www.servicenow.com/upgrade-schedules.html)) APPLIES. THESE TERMS OF SERVICE SHALL BE INCORPORATED IN ANY ORDER ISSUED BY SUCH CUSTOMER.

These Terms of Service include the General Terms and Conditions, Customer Support Addendum, Data Security Addendum, Data Processing Addendum, Product Term Addendum, and any other product- or service-specific terms, as applicable (collectively, “Operational Terms”), as well as any other terms referenced herein, all of which are expressly incorporated in these Terms of Service. References to the “Agreement” in the Operational Terms shall mean these Terms of Service, and references to an agreement between ServiceNow and Customer shall mean the Ordering Document (as defined below) executed between the Customer and Reseller, or Reseller Order executed between 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 products and 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. These Terms of Service do not operate to bind a Customer employee or person acting on behalf of the Customer in his or her personal capacity.

GENERAL TERMS AND CONDITIONS

1. ORDERS.

1.1. ORDERS. From time to time, Customer and Reseller may execute ordering documents entered into solely between Reseller and Customer specifying the ServiceNow products and services, along with the term and scope of the authorized use thereof (“**Ordering Documents**”), subject to these Terms of Service and applicable product or service specific terms, through which Customer may order certain identified ServiceNow offerings (such offerings are, collectively, the “**Subscription Service**”). A “**Reseller Order**” means the supporting order executed by ServiceNow and Reseller or ServiceNow’s authorized distributor, as applicable. ServiceNow is not a party to the Ordering Document, but shall provide the purchased products and 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.

2. SERVICENOW RESPONSIBILITIES.

2.1. PROVISION AND SUPPORT OF SUBSCRIPTION SERVICE. During the period set forth in the applicable Reseller Order (“**Subscription Term**”), ServiceNow will provide: (1) the Subscription Service in accordance with these Terms of Service; (2) Customer Support, Availability, and Upgrades and Updates as described in the Customer Support Addendum (“**CSA**”) at <https://www.servicenow.com/upgrade-schedules.html> unless otherwise specified in an applicable addendum; (3) Product Term Addendum (“**PTA**”) at <https://www.servicenow.com/upgrade-schedules.html>; and (4) the Subscription Service in compliance with all Laws applicable to ServiceNow’s provision of the products and services. “**Law**” means any applicable law, rule, statute, decree, decision, order, regulation, judgment, and code of any government authority (federal, state, local, foreign, or international) with jurisdiction over ServiceNow’s provision, and Customer’s use, of the Subscription Service under these Terms of Service.

2.2. PROTECTION AND PROCESSING OF CUSTOMER DATA. During the Subscription Term, ServiceNow will maintain a written security program that includes industry-standard practices designed to protect data and content that is uploaded by or for



Customer or its agents, employees, or contractors, or otherwise submitted by Customer for processing in the Subscription Service (“**Customer Data**”) as set forth in the Data Security Addendum at <https://www.servicenow.com/upgrade-schedules.html> (“**DSA**”) unless otherwise specified in an applicable addendum. The terms of the Data Processing Addendum at <https://www.servicenow.com/upgrade-schedules.html> (“**DPA**”) apply to ServiceNow’s processing of Personal Data (as defined in the DPA).

- 2.3. APPLICABILITY.** The CSA, DSA, DPA and PTA, and any other addenda in effect as of the date of the Ordering Document apply to the Subscription Service specified on such Ordering Document. To the fullest extent permitted under applicable Law, ServiceNow may update the CSA, DSA, DPA, PTA and any addenda; however, except to the extent otherwise expressly provided, in no event will any update automatically apply to such Subscription Service.

3. ACCESS AND USE RIGHTS; RESTRICTIONS.

- 3.1. ACCESS AND USE RIGHTS.** ServiceNow authorizes Customer to access and use the Subscription Service during the Subscription Term, solely for its business purposes in accordance with the applicable ServiceNow published system requirements and technical functionality for such Subscription Service as described in the Documentation. “**Documentation**” means the then-current product documentation for the supported version(s) of the applicable Subscription Service at <https://docs.servicenow.com>.

- 3.1.1. THIRD-PARTY SERVICE PROVIDERS.** Customer may permit third-party suppliers of products and services (“**Service Providers**”) such as authorized support contractors to access and use the Subscription Service for the limited purpose of providing products and services to Customer and supporting Customer’s operations, provided that Customer will be wholly responsible for such Service Providers’ compliance with these Terms of Service and all acts or omissions in connection with the Service Providers’ use of the Subscription Service.

- 3.1.2. ANCILLARY SOFTWARE.** “**Ancillary Software**” means software licensed by ServiceNow to Customer that is typically deployed on systems owned or controlled by Customer to facilitate Customer’s authorized access to and use of the Subscription Service in accordance with the Documentation. ServiceNow grants Customer a non-exclusive, worldwide, non-sublicensable, non-transferable (except as expressly permitted in these Terms of Service), and limited license during the Subscription Term to install and execute Ancillary Software.

- 3.2. RESTRICTIONS.** With respect to the Subscription Service, Customer will not (and will not permit others to): (1) use such Subscription Service in excess of contractual usage limits (including as set forth in an Ordering Document and corresponding Reseller Order), or in a manner that circumvents use limits or technological access control measures; (2) sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make it available for access by third parties, except as may be otherwise expressly stated herein or in an Ordering Document; (3) access it for purposes of developing or operating competing products or services; (4) use any Customer Technology or third-party intellectual property or technology in connection with the Subscription Service in contravention or absence of any necessary permissions, consents or use rights; or (5) use or allow it to be used in violation of Law.

- 3.3. USE VERIFICATION.** ServiceNow may remotely review the scope of Customer’s use of the Subscription Service, and on ServiceNow’s 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 of such notice, either: (1) disable any unpermitted use; or (2) purchase additional use rights commensurate with Customer’s actual use pursuant to the invoicing requirements specified in the Ordering Document. If Customer remains non-compliant after such 30 days, Customer will stop accessing, and, to the extent permitted by Law, ServiceNow and Reseller will stop providing access to, the Subscription Service, in addition to any other available rights and remedies.

4. INTELLECTUAL PROPERTY.

- 4.1. SERVICENOW OWNERSHIP.** As between the parties, ServiceNow and its licensors exclusively own all right, title, and interest in and to all intellectual property and proprietary rights (“**IPR**”) in the Subscription Service, Ancillary Software, Documentation, ServiceNow websites, software, and technology and methodologies created by or for, or licensed to, ServiceNow and any updates to, or derivative works of, the foregoing (“**ServiceNow Core Technology**”), notwithstanding anything in these Terms of Service, an Ordering Document or any other applicable documents to the contrary. Except for the rights and licenses expressly granted in Section 3 (Access and Use Rights; Restrictions) and this Section 4, ServiceNow, on behalf of itself and its licensors, reserves all rights in the ServiceNow Core Technology. ServiceNow Core Technology provided to Customer is licensed, not sold, even if words such as “sale” or “purchase” are used.



4.2. CUSTOMER OWNERSHIP. Customer grants to ServiceNow and its Affiliates and contractors a non-exclusive, worldwide, royalty-free, fully paid, non-sublicensable, and non-transferable license to use and reproduce Customer Data and Customer intellectual property and technology ("**Customer Technology**") solely to provide and support the Subscription Service. As between the parties, Customer and its licensors will retain all right, title, and interest in and to all IPR in Customer Data and Customer Technology. "**Affiliate**" means any person or entity directly or indirectly Controlling, Controlled by, or under common Control with a party, where "**Control**" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause direction of the general management of a legal entity. If Customer provides ServiceNow with feedback such as suggestions or ideas regarding the ServiceNow Core Technology ("**Feedback**"), then ServiceNow has the irrevocable right to exercise all rights in such Feedback without restriction.

4.3. PROFESSIONAL SERVICES. "**Professional Services**" means any consulting, development, or educational services provided by or for ServiceNow pursuant to an executed statement of work describing Professional Services by and between ServiceNow and Reseller or ServiceNow's authorized distributor, as applicable, ("**SOW**") or written description for a packaged Professional Service, attached to or referenced in an Ordering Document ("**Service Description**"). Subject to this Section 4.3, ServiceNow assigns to Customer any Newly Created IP (defined below) upon receipt of payment in full under the applicable SOW that specifies creation of the Newly Created IP. During the applicable Subscription Term, ServiceNow grants Customer a non-exclusive, worldwide, royalty-free, non-transferable (except as expressly set forth in these Terms of Service), non-sublicensable, and limited license to use the "**Deliverables**" (anything created for Customer in performance of Professional Services other than Newly Created IP) only in connection with the applicable Subscription Service for which it was built and intended for use. Nothing in these Terms of Service will limit ServiceNow's right to perform similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its personnel providing Professional Services. For the purposes of this Section 4.3, "**Newly Created IP**" means IPR in inventions or works of authorship newly created by ServiceNow specifically for Customer and expressly identified as "Newly Created IP" in an SOW.

5. WARRANTIES; DISCLAIMERS.

5.1. SERVICENOW WARRANTIES. ServiceNow warrants that (1) during the Subscription Term, Customer's production environment of the Subscription Service will materially conform to the features and functionality as described in the Documentation; 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.

5.2. REMEDIES.

5.2.1. SUBSCRIPTION SERVICE. If any material non-conformity to the features and functionality as described in the Documentation (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 Reseller of the non-conformity, then upon ServiceNow's timely receipt of such notice from Reseller, Customer 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 request for refund of any amounts paid for the same. To the extent permitted by Law, this Section 5.2.1, sets forth Customer's exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.

5.2.2. PROFESSIONAL SERVICES. If within 30 days after performance of any non-conforming Professional Services, Customer notifies Reseller of a non-conformity then, upon ServiceNow's timely receipt of notice from Reseller, ServiceNow will 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 where re-performance is not feasible, refund to Reseller any amounts paid for the nonconforming Professional Services, whereupon Customer may submit to Reseller a request for refund of any amounts paid for the same. To the extent permitted by Law, this Section 5.2.2 sets forth Customer's exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.

5.3. DISCLAIMER. Except for the warranties expressly stated in this Section 5 or any warranty expressly set forth in an addendum, to the maximum extent allowed by Law, each party disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written), including the implied 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; (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.

6. CONFIDENTIALITY.

- 6.1. DEFINITION.** “**Confidential Information**” means information that (1) is non-public and related to a party’s technology or business; (2) due to the nature of the information or circumstances of disclosure, the receiving party should reasonably understand to be confidential, whether or not labeled as proprietary or confidential at the time of disclosure; (3) Customer Data; or (4) to the extent permitted by Law, the specific terms of these Terms of Service. The obligations of confidentiality do not apply to information that (a) is or becomes generally publicly known without fault or breach by receiving party, (b) the receiving party obtains (rightfully and without restriction on use or disclosure) from a third party entitled to make the disclosure, or (c) is independently developed by receiving party without using disclosing party’s Confidential Information.
- 6.2. RIGHTS AND OBLIGATIONS.** To the extent permitted by Law, the recipient of Confidential Information will: (1) protect it from unauthorized disclosure with at least a reasonable degree of care; and (2) not use it except as necessary to exercise rights or fulfill obligations under these Terms of Service. Each party may disclose the Confidential Information to its Affiliates and employees, contractors, accountants, auditors and legal advisors, only on a need-to-know basis, who are bound to confidentiality terms consistent with those in these Terms of Service. On termination of these Terms of Service, the receiving party will, at the disclosing party’s request, return all originals, copies, reproductions, and summaries of Confidential Information, or at the disclosing party’s option, certify destruction of same, subject to Section 9.2, Effect of Termination. Notwithstanding the foregoing, ServiceNow may retain a copy of Customer’s Confidential Information pursuant to standard backup and data retention policies, which will remain subject to the confidentiality requirements in these Terms of Service.
- 6.3. THIRD PARTY REQUESTS.** These Terms of Service will not prevent the 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 (including any applicable federal or state public records law), but only if the 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 the disclosing party, at the disclosing party’s cost, in its lawful efforts to resist or limit such disclosure; and (3) discloses only that portion of Confidential Information that is legally required to be disclosed. ServiceNow Core Technology, ServiceNow Security Documents (i.e., policies, standards, standard operating procedures, certifications and attestations, and other documents related to ServiceNow’s security program), the Agreement, and the Order Forms are protected under applicable exemptions under the Law (such as trade secrets, proprietary commercial or financial information, or computer programs).

7. DEFENSE OBLIGATIONS.

- 7.1. BY SERVICENOW.** ServiceNow will: (1) defend Customer and its officers, directors, and employees against any third-party suit, claim, action, or demand (“**Claim**”) to the extent alleging: (i) the Subscription Service used by Customer in accordance with these Terms of Service directly infringes any IPR of any unaffiliated third party (“**IPR Claim**”); (ii) 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 finally awarded to the extent arising from such Claim. In connection with any IPR Claim, ServiceNow may: (a) obtain the permission of the third party filing the Claim for Customer’s continued use of the applicable Subscription Service; (b) replace the applicable Subscription Service with a substantially functional equivalent; or (c) terminate Customer’s access to and use of the affected Subscription Service on reasonable notice, whereupon Customer may submit to Reseller a request for a refund of any prepaid fees covering that part of the applicable Subscription Term for the Subscription Service.
- 7.2. LIMITATIONS.** Notwithstanding the above, to the extent permitted by Law, ServiceNow has no obligation or liability for any IPR Claim to the extent arising from: (1) any Subscription Service not expressly authorized to be used or accessed under these Terms of Service; (2) Customer Data or Customer Technology; (3) Customer’s or its users’ use of the Subscription Service (a) in violation of Law, or (b) after being informed by ServiceNow to cease such use (after Customer is given a reasonable opportunity to cease use); or (4) modification to the Subscription Service to Customer’s specifications, or combination of the Subscription Service with anything not provided by ServiceNow, if the IPR Claim would have been avoided but for such modification or combination.
- 7.3. CUSTOMER WARRANTY.** To the extent permitted by Law, Customer warrants that (a) Customer Data, (b) Customer Technology, or (c) a modification to the Subscription Service 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



infringement would have been avoided by use of the unmodified Subscription Service), does not infringe any IPR, misappropriate any third-party trade secret, or violate any third-party privacy rights.

- 7.4. PROCESS.** Each party's duty to defend under Section 7, as applicable, is subject to the party with the Claim ("**Claimant**"): (1) notifying the party with the defense obligation ("**Defending Party**") promptly of any actual or threatened Claim; (2) except where prohibited by Law, giving the Defending Party sole control of the defense of such Claim and of any related settlement negotiations; and (3) cooperating and, at the Defending Party's reasonable request and expense, assisting 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. The Defending Party will not publicize any settlement without the Claimant's prior, written consent. To the extent the parties perform as required, this Section 77 states each party's entire liability and the other party's exclusive remedy for third-party claims and third-party actions.

8. LIMITATION OF LIABILITY.

- 8.1. 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 fullest extent permitted by Law, each party's total, cumulative liability related to these Terms of Service and the products and services provided under these Terms of Service will be limited to the amounts received for the products, Subscription Service, or provision of Professional Services giving rise to the claim during the 12-month period preceding the first event giving rise to liability or if no amounts have been paid, the amount payable for the same period. Multiple claims will not enlarge this limit.
- 8.2. EXCLUDED DAMAGES.** To the fullest extent permitted by Law, in no event will either party be liable for any incidental, indirect, consequential, punitive, special, or exemplary damages (including but not limited to lost profits, or loss of business or reputation), even if such party has been advised of such damages in advance or if such damages were foreseeable.
- 8.3. APPLICABILITY.** The foregoing does not apply to: (i) obligations to pay for the Subscription Service or taxes; (ii) third party payment obligations under Section 7; (iii) infringement or misappropriation by a party of the other party's IPR; or (iv) an action in tort, separate and distinct from a cause of action for breach of these Terms of Service, for a party's gross negligence or willful misconduct.

9. TERM AND TERMINATION.

- 9.1. GENERAL.** The Subscription Term for the Subscription Service shall begin on the Subscription Term Start Date and continue until the Subscription Term End Date indicated in the Reseller Order.
- 9.2. EFFECT OF TERMINATION.** To the extent permitted by Law, on termination of an Ordering Document, Reseller Order, or expiration of a Subscription Term, Customer will stop accessing and using the Subscription Service and all related rights granted to Customer in these Terms of Service terminate immediately, automatically, and without notice. To the extent permitted by Law, 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 the remainder of the Subscription Term for the affected Subscription Service, if any, after the effective date of termination. At any time during the applicable Subscription Term, Customer may export or delete Customer Data using the functionality of the Subscription Service. Upon written request by Customer within 10 days following expiration or termination of all Subscription Services, ServiceNow will provide any Customer Data in the Subscription Service to Customer in ServiceNow's standard database export format at no additional charge. After such 10-day period, in conjunction with the provisions of Section 6.2, ServiceNow will delete all Customer Data in accordance with its standard operating procedures unless legally prohibited.
- 9.3. SURVIVAL.** Sections 3.2 (Restrictions), 4 (Intellectual Property), 5 (Warranties; Disclaimer) (solely in accordance with its terms), 6 (Confidentiality), 7 (Defense Obligations), 8 (Limitation of Liability), 9 (Term and Termination) (solely in accordance with its terms), and 10 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of the Subscription Service.

10. GENERAL PROVISIONS.

- 10.1. ASSIGNMENT.** Neither party may assign or novate its rights or obligations under these Terms of Service without the other's prior written consent, except as permitted by Law and on written notice (a) in connection with a merger, reorganization, or sale of all or substantially all of either party's assets or equity, or (b) may assign or novate these Terms of Service in its entirety to any ServiceNow Affiliate. Subject to the foregoing, these Terms of Service bind and inure to the benefit of the parties, their respective successors, and permitted assigns.
- 10.2. TRADE LAWS.** The activities governed by these Terms of Service, including access to and usage of the Subscription Service, are subject to the U.S. Export Administration Regulations, the regulations of the U.S. Office of Foreign Assets Control, and may also be subject to similar laws of other jurisdictions (collectively, "Trade Laws"). Customer agrees to fully comply with



the Trade Laws that apply to its activities governed by these Terms of Service, including prohibitions against usage by restricted persons, for certain end-uses, and in territories embargoed by then-current Trade Laws (as of the beginning of the Subscription Term, Cuba, Iran, Syria, North Korea, and the Ukrainian regions of Crimea, the People's Republic of Luhansk, and the People's Republic of Donetsk). Customer confirms that it is not restricted or sanctioned by applicable Trade Laws, including trade sanctions laws.

- 10.2.1. U.S. GOVERNMENT RIGHTS.** This Section applies to the extent that the Subscription Service is used by or in support of the U.S. Government. The Subscription Service and Professional Services are **"Commercial Service(s)"** and/or **"Commercial Product(s)"** as defined in the Federal Acquisition Regulations (**"FAR"**) at 48 C.F.R. § 2.101, and any software therein is **"Commercial Computer Software"** and **"Commercial Computer Software Documentation,"** as such terms are used in the FAR at 48 C.F.R. § 12.212 and Defense FAR Supplement (**"DFARS"**) at 48 C.F.R. Subpart 227.72, as applicable. The Subscription Service is being licensed to a U.S. Government Customer (i) only as Commercial Services or Commercial Products and (ii) with only those rights as are granted to all other customers pursuant to the terms and conditions herein, except that any provision of these Terms of Service that is unenforceable against the U.S. Government shall not apply to U.S. Government Customers. This customary commercial license is provided in accordance with 48 C.F.R. § 12.211 (Technical Data) and 48 C.F.R. § 12.212 (Computer Software), 48 C.F.R. § 252.227-7015 (Technical Data – Commercial Products and Commercial Services), and/or 48 C.F.R. § 227.7202-3 (Rights in Commercial Software or Computer Software Documentation), as applicable. Government Customers shall have only those rights in technical data, computer software, and computer software documentation (collectively, **"data"**) set forth in these Terms of Service, except that U.S. Department of Defense Customers may acquire additional rights in technical data pursuant to DFARS 252.227-7015(b). Use of the Subscription Services by any Customer is further restricted as set forth in these Terms. This provision applies in lieu of and supersedes any FAR, DFARS, or other data rights clause or provision pertaining to the Government's rights in technical data, computer software, and computer software documentation.
- 10.3. FORCE MAJEURE.** Except for Customer's payment obligations, neither party will be liable to the other if performance is prohibited or delayed by acts or events outside of the other party's reasonable control.
- 10.4. WAIVER; AMENDMENT.** Failure by a party to enforce any part of these Terms of Service will not be deemed a waiver of future enforcement of that or any other provision. If any term of these Terms of Service is held invalid or unenforceable by a court of competent jurisdiction, it will be enforced to the maximum extent permissible, and it will be deemed amended or replaced with a term matching the intent of the original language as closely as possible.
- 10.5. LAW; JURISDICTION; AND VENUE.** For U.S. federal Government Customers, 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 Government 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 for non-U.S. Government Entity Customers, to the extent permitted by Law, these Terms of Service will be governed by the laws of New York, without regard to its conflict of laws principles, and to the extent permitted by Law, any disputes arising out of or related to these Terms of Service or any other aspect of the parties' relationship under these Terms of Service will be heard only in a federal or state court in New York, New York. As applicable, the parties irrevocably consent to the jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum. Notwithstanding the foregoing, either party to these Terms of Service may, at any time, and without waiving any other rights under these Terms of Service, seek appropriate legal or equitable relief in any court of competent jurisdiction to protect its Confidential Information, technology and IPR.
- 10.6. CONSTRUCTION.** 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.
- 10.7. ENTIRETY; EXECUTION.** These Terms of Service, together with all documents incorporated by reference, constitute the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous oral or written agreements between the parties with respect to that subject matter. 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.

EXHIBIT E-2 CUSTOMER SUPPORT ADDENDUM (EFFECTIVE MARCH 12, 2025)

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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

1.1 SUPPORT SCOPE. Customer support is provided to resolve defects causing a nonconformity in the Subscription Service as compared to the then-current Documentation ("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).

1.2 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.

1.3 CUSTOMER SUPPORT ACCESS. Customer can access ServiceNow's support portal <https://support.servicenow.com/> ("Support Portal") to access self-help resources and open cases 24 hours a day, 7 days a week. Customer Support personnel will address cases per the Target Level of Effort for the given case Priority stated in the table below. Local Time, for the purposes of the Target Level of Effort in the table below means the regional time window of Monday through Friday, 7:00AM to 7:00PM, chosen by the customer, at set up, from the options provided in the Support Portal, when Customer Support personnel are addressing Customer's cases. ServiceNow will provide visibility to Customer's regional Local Time window within the Support Portal.

1.4 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	Monday through Friday, 7AM to 7PM Local Time
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



1.5 CUSTOMER RESPONSIBILITIES

1.5.1. 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.

1.5.2. 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.

1.6 EXCLUSIONS

1.6.1. 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.

1.6.2. 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.



Effective Date March 12, 2025

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 or service for a separate fee. ServiceNow determines whether and when to develop, release, and apply any Upgrade or Update to Customer’s instances of the Subscription Service, pursuant to ServiceNow’s current Upgrade Policy, which can be found at (www.servicenow.com/upgrade-schedules.html) (or such successor site).

ServiceNow shall use reasonable efforts to give Customer 30 days’ prior notice of any Upgrade to the Subscription Service. ServiceNow shall use reasonable efforts to give Customer 10 days’ prior notice of any Update. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade or Update if, in the reasonable judgment of ServiceNow it is necessary to: **(i)** maintain the availability, security, or performance of the Subscription Service; **(ii)** comply with Law; or **(iii)** avoid infringement or misappropriation of any third-party IPR. ServiceNow is not responsible for defects on any instance of the Subscription Service not in conformance with this Section 3.

EXHIBIT E-3 DATA SECURITY ADDENDUM (EFFECTIVE NOVEMBER 11, 2025)

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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.



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. ILLCIT 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.



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.

4.5 REQUESTS FOR SWITCHING AND ERASURE To the extent the EU Data Act is applicable, Customer may switch and erase as set out in the EU Data Act Policy in ServiceNow CORE.

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.

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.

EXHIBIT E-4 DATA PROCESSING ADDENDUM (EFFECTIVE MAY 3, 2024)

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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. The Data Security Addendum (“**DSA**”) is incorporated by reference in this DPA.

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 a 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 in the performance of the Subscription Service. 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 to which it is subject in the performance of this DPA.

1.2 INSTRUCTIONS. The Agreement constitute Customer’s written instructions to ServiceNow. 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.

- (a) 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. Details of the Processing of Customer Data conducted under this DPA are set forth in Appendix 1.
- (b) ServiceNow will: (i) not sell or share Personal Data; (ii) use Personal Data for the business purpose(s) set forth in the Agreement, and not retain, use, or disclose Personal Data, except where permitted by applicable Data Protection Laws, for any purpose other than the business purpose(s) or outside of the direct business relationship between ServiceNow and Customer; (iii) notify Customer if it determines it can no longer meet its obligations under applicable Data Protection Laws; (iv) not combine Personal Data, except to the extent permitted by applicable Data Protection Laws, with personal information that ServiceNow receives from, or on behalf of, other persons or with personal information ServiceNow collects from its own interactions with consumers; (v) by complying with the obligations set out in Section 5 of this DPA, permit Customer to take reasonable and appropriate steps to ensure ServiceNow Processes Personal Data in a manner consistent with Customer’s obligations under applicable Data Protection Laws; and (vi) work together with Customer in good faith to remediate any allegedly unauthorized use of Personal Data, if Customer reasonably believes that ServiceNow is Processing Personal Data in an unauthorized manner and provides ServiceNow with reasonable notice of such belief. As used in this Section 1.3, “business,” “business purpose,” “consumer,”

“personal information,” “sell,” and “share,” shall have the meanings ascribed to them under applicable Data Protection Laws.

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 contained therein, as set forth in the DSA. 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 DSA.

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 DSA.

4.2 REPORT. Service now will provide reports as provided in Section 5.2.2 of the DSA.

4.3 DATA CONTROLLER OBLIGATIONS. Customer will cooperate with ServiceNow to resolve any security incident as provided in Section 5.2.3 of the DSA.

5. CUSTOMER MONITORING RIGHTS.

5.1 CERTIFICATIONS AND ATTESTATIONS. ServiceNow will maintain the certifications and attestations specified in Section 2.1 of the DSA.

5.2 AUDIT. ServiceNow will allow for and contribute to audits as specified in Section 2.2 of the DSA.

5.3 OUTPUT. ServiceNow will discuss the output of the Audit as specified in Section 2.3 of the DSA.

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-Processors 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. ServiceNow (or the relevant ServiceNow Affiliate) will require all of its Sub-Processors to agree to no less protective terms as those agreed by ServiceNow under this DPA.

6.2 NEW SUB-PROCESSORS. Prior to ServiceNow engaging a new Sub-Processor for the Subscription Service, ServiceNow will 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). 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

(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 DSA 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.

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.

**EXHIBIT E-5 U.S. PUBLIC SECTOR SUBSCRIPTION TERMS OF SERVICE PRODUCT TERM
ADDENDUM**

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U.S. Public Sector Subscription Terms of Service Product Term Addendum

This Product Term Addendum (“**PTA**”) modifies the U.S. Public Sector Subscription Terms of Service with supplemental terms for specified ServiceNow products and services. These terms apply only to the extent that the associated product is purchased by the Customer, downloaded by the Customer, or the functionality is enabled by the Customer, as applicable for the product or service. Additional product or entitlement terms may be specified at time of order, as applicable based on the products purchased. For terms and conditions referenced by hyperlink below, the referenced terms are herein incorporated by reference.

Product, App, or Functionality Terms and Conditions

Product or Functionality	Terms
Impact IDI	The ServiceNow Impact Application includes a required data synchronization (“Data Sync”) with the ServiceNow internal Impact Delivery Instance (IDI, defined below). Data within the Impact Application will be transmitted to and stored in the IDI. By using the data synchronization with the ServiceNow Impact Application, certain data will be transferred outside of Customer’s ServiceNow instance to IDI, which may be hosted in a different Data Center Region from Customer’s originating ServiceNow instance. For the avoidance of doubt, data synchronized with IDI is not Customer Data under the Agreement (though it remains subject to the confidentiality terms agreed between ServiceNow and Customer). Customer will work with the Impact team to enable the Data Sync.
Products Covered by Product Specific Terms (Commercial Hosting Environments)	Advanced AI and Data Products, Workflow Data Fabric, and any other product or service that incorporates the Product-Specific Terms: Product-Specific Terms available at: https://www.servicenow.com/upgrade-schedules.html
Products Covered by the Restricted and Self-Hosted Product-Specific Terms	Advanced AI and Data Products, Workflow Data Fabric, and any other product or service that incorporates the Product-Specific Terms for offerings hosted in ServiceNow’s Restricted Environments or Self-Hosted: Restricted And Self-Hosted Product-Specific Terms available at: https://www.servicenow.com/upgrade-schedules.html
Innovation Labs	For products identified as ServiceNow Innovation Lab, experimental, or otherwise pre-release, the following terms supplement and modify the U.S. Public Sector Subscription Terms of Service: No support—ServiceNow has no obligation to provide any support or maintenance for any of the Innovation Lab Products. INNOVATION LAB PRODUCTS ARE EXPERIMENTAL OR PRE-RELEASE PRODUCTS AND MAY OR MAY NOT BE MADE GENERALLY AVAILABLE AND MAY CONTAIN ERRORS AND FAULTS. ALL INNOVATION LAB PRODUCTS AND RELATED CONTENT AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, (I) SERVICENOW AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE INNOVATION LAB PRODUCTS, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; AND (II) IN NO EVENT WILL SERVICENOW OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE,



	DATA, OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THE INNOVATION LAB PRODUCTS.
App Store	ServiceNow App Store Terms applicable to Customer's hosting environment, available at: https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/app-store-terms-of-use.pdf
HealthScan	In the event ServiceNow's instance scanning technology ("HealthScan") to provide such Impact Activities, services engagements, or other mutually agreed programs, Customer agrees that, notwithstanding anything else to the contrary in the Agreement or an Ordering Document, ServiceNow may run HealthScan(s) on Customer's instance(s) and transfer certain Customer Data necessary for the performance of the Impact Activities to a centralized ServiceNow instance that may be hosted in a jurisdiction outside of Customer's originating data center hosting location. Notwithstanding the foregoing, Customer Data hosted on an instance in the U.S. Government Community Cloud ("GCC") shall not be transferred outside the GCC boundary.
Temporary Instance Cloning	Temporary Instance in the event an applicable Impact Activity requires ServiceNow to create a temporary instance ("Temporary Instance") to provide such Impact Activities, services engagements, or other mutually agreed programs, Customer agrees that, notwithstanding anything else to the contrary in the Agreement or an Ordering Document and only to the extent necessary to provide the selected Impact Activity, Customer instructs ServiceNow to and expressly agrees that ServiceNow will clone Customer's selected instance of the ServiceNow platform ("Source Instance"), including any configurations and customizations thereon and data therein to provide the applicable Impact Activity. The Temporary Instance will be deleted in accordance with ServiceNow's internal policies and procedures. ServiceNow agrees to implement reasonable technical and organizational measures to protect data processed within the Temporary Instance, and Customer expressly agrees that the foregoing commitment to implement reasonable technical and organizational measures and delete the Temporary Instance in accordance with ServiceNow's internal policies and procedures replaces and supersedes all terms related to data protection regarding the Temporary Instance in the existing agreement, including security and deletion terms.
Advance Data and AI Products use for Professional Service	For any SOW, Package Description, or other services agreement contemplates the use of Advance Data and AI Products, where Customer does not have Advance Data and AI Products installed on Customer's instance(s), the ServiceNow Services team may install such products temporarily to deliver the Service. The Product Specific Terms or Advanced AI Products for Restricted or Self-Hosted Environments, as applicable based on hosting region, apply to the use of the Advanced AI and AI Products.

Hosting Region Specific Terms and Conditions

Hosting Region	Terms
Government Community Cloud	Government Community Cloud Addendum, available at: https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/government-community-cloud-amendment.pdf
National Security Cloud	National Security Cloud Addendum, available at: https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/servicenow-national-security-cloud-addendum.pdf



Commercial Hosting	The following terms may apply to certain products or features hosted in the commercial hosting environment: Centralized ServiceNow Environment. Customer Data may be transferred outside of Customer's ServiceNow instance to a centralized ServiceNow environment, which may be hosted in a different Data Center Region from Customer's originating ServiceNow instance ("Centralized ServiceNow Environment"). The relevant terms set forth in the Agreement pertaining to ServiceNow's security and data protection program will apply to the Centralized ServiceNow Environment, except for any terms relating to certifications, attestations, and penetration testing conducted by Customer. Notwithstanding the foregoing, ServiceNow will make available a SOC 2 Type 2 attestation and a penetration test summary report applicable to Customer Data processing by Advanced AI and Data Products in the Centralized ServiceNow Environment. Public Cloud Infrastructure. The infrastructure used to host or process Customer Data may be provided, in whole or in part, by a third-party public cloud provider. Customer Data will be transferred between ServiceNow's infrastructure, which may include a Centralized ServiceNow Environment, and the third-party public cloud provider and may be processed in a different Data Center Region from Customer's originating instance. The third-party public cloud provider will utilize industry-standard privacy and security protections, which may differ from those of the Subscription Service. The relevant terms set forth in the Agreement pertaining to ServiceNow's security and data protection program will apply to third-party public cloud hosting or processing, except for terms regarding certifications, attestations, and Customer-conducted penetration testing. Upon Customer's request, ServiceNow will provide pertinent data security documentation made available by the third-party public cloud provider.
Third Party Hosted Products	Subscription products and services that use commercial hosting environments provided by third party Sub-Processors are subject to the Third Party Hosted Product Addendum, available at: https://www.servicenow.com/upgrade-schedules.html

EXHIBIT E-6 SERVICENOW ORDER FORM - PRODUCT AND USE DEFINITIONS

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ServiceNow® Order Form - Product and Use 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	FULLFILLER
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

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/products/entitlements-packages.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
PROD24509 ServiceNow® Workflow Data Fabric Starter	Workflow Data Fabric Starter includes Activity Designer; Activity Packs; Now Assist for Spokes; External Content Connectors; ServiceNow Lens; entitlement for up to 1,000,000 Integration Hub Transactions annually (unused Transactions expire annually without credit or refund); and entitlement for up to 5GB (5,000MB) of API Access Volume per day (unused API Access Volume expire daily without credit or refund). Workflow Data Fabric Starter includes Protocols and Spokes as set forth in the Integration Hub Overview on www.servicenow.com/products/entitlements-packages.html, which IS EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. An Integration Hub Transaction is defined as any outbound call originating from Integration Hub, Flow Designer, Remote Tables, or Orchestration. This includes any operation, action, or orchestration from these components that results in an outbound call, as well as any external document indexed via AI Search IntegrationHub Spoke, External Content REST API, or External Content Connectors. Additional annual Transactions require the purchase of a separate Integration Hub package. API Access Volume is the total output of data volume in an applicable 24-hour period made by ServiceNow in response to a web service request originating from a system external to ServiceNow. Output of data as a result of Integration Hub Transactions and/or Stream Connect for Kafka are exempt and not included in the API Access Volume. Additional daily API Access Volume require the purchase of a separate API Access Volume package. Customer acknowledges that, to the extent it activates and uses External Content Connectors, Customer Data will be processed outside of Customer's ServiceNow instance in a centralized ServiceNow environment, provided that such centralized ServiceNow environment shall be hosted in the same ServiceNow data center as Customer's originating ServiceNow instance. Usage of ServiceNow Lens and Now Assist for Spokes requires a separate Now Assist subscription and will utilize assists.
PROD15033 ServiceNow® Software Asset Management Professional	Included Applications: Software Asset Management; Asset Management; Software Spend Detection; Platform Analytics Advanced; Client Software Distribution; and Predictive Intelligence Includes entitlement for up to the number of Subscription Units purchased. A Subscription Unit is a unit of measure applied to Managed IT Resources using Defined Ratios. A list of Managed IT Resources, and Defined Ratios for a Subscription Unit, are set forth in the Software Asset Management - ServiceNow Subscription Unit Overview on www.servicenow.com/products/entitlements-packages.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. Platform Analytics Advanced and Predictive Intelligence: Use rights apply only to Software Asset Management Professional Applications and included Bundled Custom Tables. Client Software Distribution for limited use of uninstalling software through the Software Asset Management Application for license harvesting. Use of Software Spend Detection is governed by additional terms contained in the Software Spend Detection and Software Asset Management Content Service Addendum located here: https://www.servicenow.com/upgrade-schedules.html Bundled Custom Tables: Customer is granted the right to create or install up to 5 Custom Tables and to grant each User the right to access those Custom Tables as an Unrestricted User. An Unrestricted User is every User that is assigned a unique username and has a user profile in the Subscription Service designated as “active”. Protocols and Spokes that are available in the Subscription Product are set forth in the then-current applicable Product Documentation. Use of Protocols and Spokes may require purchase of Integration Hub

	Transactions at an additional fee.
PROD24352 ServiceNow® GenAI Local Data Processing	This GenAI In-County Processing Service can only be procured for Customer's instances hosted in the United States, Switzerland or United Kingdom data center region. This GenAI In-Country Processing Service only applies to the eligible instances specifically listed on this Order Form and only applies when Customer uses a Now LLM with the Advanced AI and Data Products. These terms do not apply to use of third-party LLMs called via API or any other integration that requires data to be transmitted to a third party (e.g., via API). Customer Data processed by the Advanced AI and Data Products may be transferred to a Centralized ServiceNow Environment, but such environment will not be located outside of Customer's data center region. The Centralized ServiceNow Environment provision in the Product Specific Terms located at https://www.servicenow.com/upgrade-schedules.html (or such successor site or related locations designated by ServiceNow) will not apply. The infrastructure used to process Customer Data as part of the Advanced AI and Data Products may be provided in part by third-party public cloud services as provided in the Product Specific Terms located at https://www.servicenow.com/upgrade-schedules.html (or such successor site or related locations designated by ServiceNow), but such third party public cloud services infrastructure will not be located outside of the Customer's data center region. Notwithstanding any other term in this Order Form, Customer Data processed by the Advanced AI and Data Products may be processed outside of the Customer's Data center region to the extent: (1) authorized by Customer in advance; (2) necessary to prevent or address an issue involving security, data loss prevention, disaster recovery, or critical maintenance or service availability; (3) required by Law or to prevent fraud or abuse; or (4) documented in a Support Portal interaction (by or on behalf of Customer). If Customer acquires new eligible instances that Customer desires to be covered, Customer is responsible for procuring additional GenAI In Country Processing Services. If Customer desires to remove coverage, Customer must provide 60-days notice to ServiceNow. Certain Advanced AI and Data Products features may not be available or may work differently for instances covered by GenAI In Country Data Processing. Details can be found in Documentation.
PROD21190 ServiceNow® ITSM Professional Plus	Included Applications: Now Assist for IT Service Management (ITSM); Now Assist for CMDB; Employee Slate for Now Assist; and entitlement for up to 6,000 Assists annually per procured Fulfiller User (unused Assists expire annually without credit or refund). Entitlements for any Subscription Term shorter than 12 months will be prorated proportional to the number of months in the term. This Subscription Product is not available to Customers in Self-hosted environments or other restricted environments. This Subscription Product is not available to Public Sector Customers that cannot accept the applicable Product-Specific Terms, or where the Product-Specific Terms are otherwise inconsistent with applicable law or the Public Sector Customer's contract terms. Customer is granted the rights for Fulfiller Users. A Fulfiller User is any User that may perform a function beyond that entitled within a Business Stakeholder User or Requester User. Customer is entitled to use ITSM Professional Plus for the procured number of Fulfiller Users and use-cases contractually allowed for IT Service Management. Usage is limited to the number of Fulfiller Users. Now Assist for IT Service Management (ITSM) and Now Assist for CMDB: Use rights apply only to IT Service Management Applications and use cases. Use for other applications and use cases requires purchase of additional licenses. Use of this Subscription Product requires use of Next Experience to access full functionality and use of the Generative AI Controller. Use of this Subscription Product is governed by the Product-Specific Terms located at https://www.servicenow.com/upgrade-schedules.html (or such successor site or related locations designated by ServiceNow), and may be updated by ServiceNow from time to time. The Product-Specific Terms are expressly incorporated herein by reference. Assists are measured based on the count of various Actions representing usage of generative AI features using defined ratios. A list of Assist Actions and defined ratios that correlate to how many Assists are consumed are set forth in the ServiceNow Assist Overview on ServiceNow's Entitlement Supplements located at https://www.servicenow.com/products/entitlements-packages.html (or such successor site or related locations designated by ServiceNow), and may be updated by ServiceNow from time to time. The ServiceNow Assist Overview is expressly incorporated herein by reference, and Customer's continued use of the Subscription Product after any update constitutes Customer's agreement to the updated ServiceNow Assist Overview. Additional annual Assists require the purchase of a separate Assist Pack. Use of the Subscription Product may require Customer to upgrade their instance(s) to a more current version after Customer's purchase of this Subscription Product. Required version and technical requirements for the Subscription Product may be available in the ServiceNow Store or the Documentation.

Included Applications: Incident Management; Digital Product Release; Problem Management; Change Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Continual Improvement Management; Digital Portfolio Management; Financial Modeling; DevOps Change Velocity; Mobile Publishing; Universal Request Pro; Predictive Intelligence; Virtual Agent; and Platform Analytics Advanced

A Fulfiller User is an individual with the right to perform any action in the Subscription Service. Usage is limited by the number of purchased Fulfiller Users.

Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic.

Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s).

Platform Analytics Advanced, Virtual Agent, Predictive Intelligence, and Universal Request Pro use rights apply only to IT Service Management Professional Applications and App Engine Starter 50 Custom Tables.

App Engine Starter 50: Customer is granted the right to create or install up to 50 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables and perform the actions granted to that User Type.

Protocols and Spokes that are available in the Subscription Product are set forth in the then-current applicable Product Documentation. Use of Protocols and Spokes may require purchase of Integration Hub Transactions at an additional fee.

The following Application(s) became available in the family release indicated below.San Diego - Digital Portfolio Management and DevOps Change Velocity (Formerly: DevOps and DevOps Insights)
DevOps Config - Tokyo

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.

PROD17256 ServiceNow® IT Service Management Professional

PROD11367 ServiceNow® HR Enterprise Onboarding

**EXHIBIT E-7 SOFTWARE SPEND DETECTION AND SOFTWARE ASSET MANAGEMENT CONTENT
SERVICE ADDENDUM (EFFECTIVE JULY 24, 2023)**

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Software Spend Detection and Software Asset Management Content Service Addendum

THIS ADDENDUM ("**Addendum**") pertains only to the use of the Software Spend Detection Application and Software Asset Management Content Service and is incorporated into the applicable ServiceNow terms of use governing Customer's purchase for the Subscription Term, which may be an ordering document, "Agreement" as defined in the ordering document, or Subscription Terms of Service, as applicable ("Agreement").

DEFINITIONS

"**Confidential Information**", for purposes of this Addendum, includes, without limitation, the trade secrets and other confidential information of Customer which is not generally known to the public, or which is generated or collected by or utilized in the operations of the Customer and other information that, due to the nature of the information or circumstances of disclosure, a party would understand it to be confidential information.

"**Financial Transaction Data**" means all data imported into the transactions tables in the Software Spend Detection Application.

"**Personal Data**", for purposes of this Addendum, means any sensitive data, including credit card numbers, social security and other government-issued identification numbers, financial and health information, any personal data deemed sensitive or "special categories of personal data" under data protection laws, and any other information that relates to an identified or identifiable living individual.

"**Prediction Field Data**" shall mean the Financial Transaction Data in the following fields:

- **Vendor Name**
- **Description**
- **GL Account (or "expense category")**

"**Software Asset Management Content Service**" shall mean ServiceNow's service which includes: (a) functionality of the Software Spend Detection Application; and (b) functionality for improving the accuracy of the Software Spend Detection Application's predictions and the Subscription Service.

"**Software Spend Detection Application**" shall mean a ServiceNow service which provides functionality for analyzing Prediction Field Data and returning the results of such analysis to Customer.

TERMS OF USE FOR SOFTWARE SPEND DETECTION APPLICATION

Customer acknowledges and agrees on behalf of itself and its users that by using the Software Spend Detection Application, Customer's Prediction Field Data will be transferred outside of Customer's ServiceNow instance to a centralized ServiceNow environment, provided that such centralized ServiceNow environment will be hosted in the same ServiceNow data center region as Customer's originating ServiceNow instance. Any Prediction Field Data sent to ServiceNow will be used to make predictions that will be returned to Customer's instance.

Customer is solely responsible for removing any Personal Data or Confidential Information in the Prediction Field Data prior to sending the data to ServiceNow. Notwithstanding anything to the contrary herein or in the Agreement, Customer, and if applicable Reseller, acknowledges and agrees that ServiceNow will not be liable for any damages arising from Customer's failure to remove Personal Data or Confidential Information from the Prediction Field Data.



ADDITIONAL TERMS OF USE FOR SOFTWARE ASSET MANAGEMENT CONTENT SERVICE FOR SOFTWARE SPEND DETECTION APPLICATION

In addition to the Terms of Use for Software Spend Detection Application described above, Customer may elect to activate the Software Asset Management Content Service. By activating the Software Asset Management Content Service in the Software Spend Detection Application, Customer agrees on behalf of itself and its users that, Customer's Prediction Field Data will be transferred outside of Customer's ServiceNow instance to the Software Asset Management Content Service in a centralized ServiceNow environment, which may be hosted outside the ServiceNow data center where Customer's originating ServiceNow instance is hosted to further improve the Software Spend Detection Application. Notwithstanding anything to the contrary in any agreement between ServiceNow, and if applicable Reseller,, and Customer, Customer authorizes ServiceNow to retain, use and store Customer's Prediction Field Data to improve the Subscription Service beyond the Subscription Term.

EXHIBIT E-8 NOW ASSIST OVERVIEW (EFFECTIVE MAY 5, 2026)

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Now Assist Overview

Effective May 5, 2026



Table of Contents

- 1. **Now Assist 3**
- 2. **Assist 3**
 - 2.1 **Now Assist Actions and Assists Consumed 3**



1. Now Assist

Now Assist refers to generative AI-powered experiences on the Now Platform®. With Now Assist, you can improve productivity and efficiency in your organization with better self-service, faster answers and recommended actions, and empower users to search more effectively.

2. Assist

An “**assist**” is a unit used to measure usage of Now Assist **skills** via performed skill **actions**. Users of Now Assist will use assists when they execute a given Now Assist skill either as a single skill action, or through the combination of multiple skill actions. Customer's use of Now Assist skills will consume assists, whether in production or sub-production instances, as specified in Section 2.1.

Customer's number of available assists is defined by contract and aggregated at the account level. Entitlements to assists are for 12-month periods running from the date on which the applicable Advanced AI and Data Product was purchased, provided that assist entitlements for any partial-year periods during a Subscription Term will be prorated.

A Customer's assist consumption is measured and aggregated daily. The aggregated usage resets each year on the anniversary of the date Customer first purchased an Advanced AI and Data Product or on such other date as mutually agreed between Customer and ServiceNow.

If at any time Customer's aggregated assist usage exceeds its assist entitlement, ServiceNow may invoice Customer for the excess usage.

Note: Customers invoking Out-of-the-box skills (OOB, e.g. case summarization, resolution notes generation, etc.) or cloned **versions of** certain supported Out-of-the-box skills will be charged the **respective assist price of the skill** as defined by the Now Assist Actions and Assists Consumed Table in section 2.1 below **irrespective of the model provider or LLM infrastructure being used**. Customers building and invoking custom skills via Now Assist Skill kit will be charged **custom call pricing** as defined by the Now Assist Actions and Assists Consumed Table in section 2.1 below.



2.1 Now Assist Actions and Assists Consumed

Skill	Skill Action	Assists Consumed
Acceptance criteria generation	One request to generate acceptance criteria for a story based on context and template.	10
Action plan generation	One request to generate a step-by-step action plan with reasoning and source links, based on external documents and problem context.	50
Activity response generation	One activity (work notes or comments) response generation request (including those invoked via UI or workspace configuration).	5
Agentic workflow – small	Execution of a small agentic workflow (Less than 4 actions*) by an AI agent team or Agent. An agentic workflow begins when an orchestrator agent initiates activity, and ends on workflow completion, 20 actions, or 1 hour of inactivity. *1 Action = 1 Tool Invocation	25
Agentic workflow – medium	Execution of a medium agentic workflow (5-8 actions*) by an AI agent team or Agent. An agentic workflow begins when an orchestrator agent initiates activity, and ends on workflow completion, 20 actions, or 1 hour of inactivity. *1 Action = 1 Tool Invocation	50
Agentic workflow – large	Execution of a large agentic workflow (9-20 actions*) by an AI agent team or Agent. An agentic workflow begins when an orchestrator agent initiates activity, and ends on workflow completion, 20 actions, or 1 hour of inactivity. Any actions beyond the first 20 will be counted in a new agentic workflow. *1 Action = 1 Tool Invocation	150
AI filter generation	One request to generate a query string that can be used to filter data in a table.	1
AI gateway call	One call and response between an MCP Client registered with AI Gateway to a 3P MCP Server, using the AI Gateway.	1
Wrap-up generation	One request to generate a wrap-up code and notes for a completed interaction.	1
Alert investigation	One invocation from an Alert (in any interface spanning all incidents related to the alert).	1



Analysis exploration	One response to user's question in Explorer based on any of the following: An open Question, pre-defined questions/follow-ups, re-generation of an answer, addition of visualization/list to exploration.	10
App generation	One application generated (including metadata supporting the user' application requirement), including applications generated in any interface or channel.	2,500
App summary generation	One app summary generation request triggered by user.	5
Approval recommendation	One request to generate an approval recommendation.	1
Architectural decision record summarization	One summarization request (including those invoked via UI or workspace configuration, interface or channel).	5
Article optimization	One call to run article optimization prompts and generate findings related to article quality on all knowledge articles across the instance.	1,000
Attachment summarization	Provides contextually relevant data from transcribed JPEG and PNG attachments on all incidents.	5
Automated prompt optimization	One end-to-end automated prompt optimization execution.	1,500
Automated QA scoring	One automated QA analysis of an agent interaction.	5
Brief Me, Brief Me (Interactions)	One plugin execution.	50
Build Agent call	One single user-initiate tool call made to the Building Agent.	25
Business Application Insights	One request to understand context and insights about a business application.	1
Case summarization for approvals	One request to summarize HR case requiring an approval to help approvers quickly understand the full context.	1
Catalog item generation	One Service Catalog item generation request triggered by user.	250
Change risk explanation	One request Change risk explanation request (including those invoked via UI or workspace configuration).	1



Chat reply recommendations	One chat response recommendation request (including those invoked via UI or workspace configuration).	5
Chat summarization / Call summarization	One chat or call summarization request (including those invoked via workflow button or workspace configuration).	1
CI summarization	One summarization request for a CI record.	1
Client script summarization	One client script explanation requested by the user.	5
Code autocomplete	One code autocomplete suggestion accepted by the user.	5
Code edits	One code edit request accepted by the user.	5
Code explain / summarize	One code explanation or summary requested by the user.	5
Code fix	One request for a code fix on a record.	5
Code generation	One code generation request triggered by user (including requests generated from comment, or function completion).	5
Column classification recommendations	One request to scan a table schema and recommended sensitivity classifications for sensitive columns.	5
Common control objective creation	One request to generate a standardized common control objective based on similar control objectives detected by system.	25
Contract analysis	One contract analysis request.	50
Contract metadata extraction	One contract metadata extraction request.	20
Contract entitlement data extraction - SAM	One contract data extraction request to extract relevant licensing information and entitlement fields from the contract document.	50
Control objective impact analyzer	One request to identify the impacted control objectives (associated to citation) based on a change in Citation details.	5
Correlation insights	One request (including those involved via workflow button or workspace configuration).	5
Consumption report summarization	One consumption report summarization requested by the user.	1



Customer summarization for approvals	One request to summarize HR case requiring approval to help approvers quickly understand the full context.	1
Dashboard summarization	One dashboard summary generation request triggered by user on a Platform Analytics Next Experience in-line dashboard or UI Builder workspace.	15
Data binding generation	User chooses to "Accept" formula presented to them after requesting, via utterance, to have formulas and data bindings automatically configured in UI Builder.	5
Data discovery job summarization	One summarization of any previously run data discovery job.	1
Data visualization generation	One generation of analytics data visualization.	10
De-duplication task resolution	One request to generate recommended steps for resolving de-duplication tasks in CMDB.	5
Diagram change analysis	One request to generate a comparison between two EA diagrams	10
Document contextualization	One request to generate a summary explaining how a document relates to a record.	5
Document extraction (fields)	One document field extraction request (up to 25 pre-defined fields per request).	10
Document extraction (tables)	One document table extraction request (up to 10 pre-defined table columns per request).	10
Document Q&A	One document Q&A request (up to 15 pre-defined questions per request).	10
Document summarization	One doc summarization request (including those invoked via UI or workspace configuration, interface or channel).	5
Duplicate article merger	One request to merge duplicate articles to create one consolidated article.	10
Email mass communication	One email generation for mass communication (including those invoked via UI or workspace configuration).	5
Email response	One email response recommendation request (including those invoked via UI or workspace configuration).	5



Enhance non-conformance description	One request to evaluate a non-conformance description using the 5W2H framework.	1
Enterprise AI Assets (AI Systems, AI Models, AI Datasets, MCP Servers)	Turning on the managed flag on an AI Asset in AI Control Tower. Fee applies on a monthly basis.	500
Error resolution recommendation	One request to generate troubleshooting resolution steps for an error log.	25
ERP data query skill	One generation of a structured mapping from a custom prompt to the relevant ERP/SAP technical objects (such as Tables, BAPIs, RFCs, and OData endpoints) required to fulfill the user's data request.	500
ERP generic prompt	One conversation in the Now Assist panel around querying the ERP standard database tables for data and transactional records using natural language.	5
ESG document extraction (fields)	One Metric document filed extraction request (up to 25 pre-defined fields per request)	25
ESG document extraction (tables)	Invoice details (One or multiple rows) extraction tagged to one Metric document extraction request (up to 25 pre-defined fields per request).	25
Event generation	One event configuration request accepted by the user.	5
Experience (UI) generation	One experience generated; assists counted after the user has saved the outcome.	1,000
Exploration recommendation	One request to generate action recommendations in AI Data Explorer	5
Exploration summarization	One summarization request to create an exploration summary in Explorer.	10
Feedback summarization	One summarization request invoked via workspace.	10
Field encryption decryption key access	One request to understand user(s) that have access to a specific encryption key.	5
Filter sample generation	One generation of sample phrases for a semantic filter.	1
Flow generation (using images)	One flow generation call (including previews) triggered by user to generate a flow from text using Now LLM.	500
Flow recommendation	One accepted flow recommendation.	10



Flow summarization	One flow summary requested by the user.	5
Formula syntax generation	One request to generate a formula syntax from natural language.	1
Generate asset insights	One request to generate insights on a hardware asset.	1
Goal insights generation	One request to generate insight for a goal based on its targets and alignment work.	5
Growth plan generation	One flow generation call triggered by a user to generate a growth plan from text.	5
Identify duplicate articles	Generate a list of the duplicate articles across the instance.	500
Image generation	One plugin generation.	50
Incident assist	One request to look up incident related information including follow up requests.	5
Intent and activity analysis	One execution request to retrieve the designated requestor's Intent, all related tasks, and resolution actions.	250
Invoice data extraction	One invoice data extraction request, extracting relevant fields from the invoice document.	20
IRE comparison record summarization	One summarization request to help users understand the difference between static and dynamic IRE behavior.	5
Journey generation	One flow call triggered by a user to generate a journey from text.	10
Journey summarization for managers	One summarization request for a single employee. journey.	1
KM open prompt discovery	One article create or update request using custom instructions.	10
Knowledge article generation	One knowledge article generation request, including knowledge articles generated in any interface or channel.	10
Knowledge gaps detection	One request to generate clusters of the cases without relevant knowledge content across the instance.	750
Knowledge graph query	One call to Knowledge Graph as part of a custom skill or script.	1



LEAP action reducer	One resolution steps generation request on a group of records. *Maximum of 50 records supported per group	125
Legal risk evaluation	One legal risk factor assessment request.	10
Live Agent handoff and message brokering	One session.	10
Lookups (Including ticket information, Group / DL, approval records, conference rooms, people records)	One plugin execution Custom lookup tools counted as custom skills (see 'custom call')	0
Manage duplicate CIs	One multi-turn conversation to remediate tasks, create new templates, and/or conduct root cause analysis on tasks.	5
Matter summarization	One summarization request (including those invoked via workflow button or workspace configuration).	1
MCP server call	One call using NOW MCP Server	1
Mobile card generation	Create a mobile card using context provided by the user as well as context from the mobile experience the card is being added to.	10
Moveworks simple automations (Including unlock account, reset MFA, create / add to / remove from group / DL, provision software, approve / deny approval record, and any custom / Moveworks Agent Studio single-agent tools)	One plugin execution.	10
Multi-context synthesized answer generation	One answer generated.	0
Multi-record summarization for suppliers	One summarization request (including those invoked via workflow button, workspace, configuration, interface, or channel).	1
Multi-turn catalog ordering	One end-to-end catalog order.	10
Now Assist panel conversation	One conversation in Now Assist panel. Conversation ends on the earlier of 1 hour of inactivity or change in intent (including execution of a new task).	5



Now Assist Q&A genius results (Search Q&A)	One answer card produced in AI Search results.	0
Now Assist Virtual Agent topics	One end-to-end Virtual Agent topic execution.	10
Order summarization for order capture / fulfillment	One summarization request.	1
Outcome summarization	One outcome summarization requested by the user.	1
Employee Information Summarization	One request to generate a comprehensive employee summarization and facilitate follow up.	10
Project status generation	One status report creation in project workspace.	10
Playbook generation	One playbook generation call triggered by user to generate a playbook from text.	2,500
Playbook generation using images	One playbook generation call to generate a playbook from text or an image.	2,500
Playbook recommendations	One accepted recommendation. An accepted recommendation will include selecting an activity from the recommendations spoke or manually selecting an activity that was also visible in the recommendations.	10
Platform navigation	One navigation request via any interface or channel.	1
Purchase order line mapping	One invoice mapping request, mapping invoice line items to purchase order lines.	10
Portfolio insights generation	One request to review the planning items in a portfolio plan for issues and risks, analyze root causes and recommend next best actions.	20
Post-incident analysis	One post-incident analysis (including root cause analysis, impact assessment, and lessons learned) generated during the flow of closing the security incident.	1
Proactive grouping recommendations	One request to generate alert grouping rule recommendations based on observed alert patterns.	500
Process inefficiency highlights analysis	One highlight request for identifying the most impactful outliers related to process inefficiency.	50
Procurement case	One procurement case summarization request (including those invoked via workflow button,	1



summarization	workspace configuration, interface, or channel).	
Project insights generation	One project summarization request in project workspace.	10
Project plan generation	One request to generate project detail and project tasks based on user input text and attachments.	10
Project risk generation	One request to generate AI identified project risks from the project details.	5
Purchase order lines table extraction – HAM	One document table extraction request (up to 10 pre-defined table columns per request).	25
Purchase order key extraction - HAM	One document field extraction request (up to 25 pre-defined fields per request).	25
Purchase order type Q&A - HAM	One document Q&A request (up to 15 pre-defined questions per request).	10
Recommended actions – SAM / SecOps	One request to generate recommended resolution steps.	5
Recommendation of similar control objectives	One request to deduplicate list of similar control objectives (invoked via UI or workspace configuration for selected control objective).	50
Refine records	One content refine request (elaborate/shorten) triggered by the user via UI.	1
Regex generation	One accepted Regex pattern by the user.	5
Regulatory alert impacted citations	One request to recommend (including those invoked via UI or workspace configuration) citations with improved accuracy; impacted due to regulatory alert (including those invoked via UI or workspace configuration) powered by NowLLM and Advanced AI Search/RAG.	20
Regulatory alert impacted control objectives	One request to recommend (including those invoked via UI or workspace configuration) control objectives with improved accuracy; impacted due to regulatory alert powered by NowLLM and Advanced AI Search/RAG.	20
Regulatory alert impacted policies	One request to recommend (including those invoked via UI or workspace configuration) policies with improved accuracy; impacted due to regulatory alter powered by NowLLM and Advanced AI Search/RAG	20
Regulatory alert summarization	One request to summarize (including those invoked via UI or workspace configuration) an incoming regulatory alert into a concise	1



	readable format powered by NowLLM.	
Regulatory mapping with AI [controls recommendation]	One request to recommend (including those invoked via UI or workspace configuration) controls with improved accuracy and precision; impacted due to regulatory alert powered by NowLLM and Advanced AI Search/ RAG.	20
Request and requested item summarization for approvals	One request to summarize ITSM request or requested item requiring an approval to help approvers quickly understand the full context.	1
Resolution note / Security Incident resolution notes generation	One resolution note generation request (including those invoked via workflow button or workspace configuration).	1
Resource fit analysis	One request to generate a list of resource recommendations for project tasks.	10
Resume skill extraction	One request triggered by a user to extract the skills from the resume.	10
Risk event summarization	One request to summarize risk event requested to help users quickly understand the full context of the risk event record.	1
Risk assessment summarization	One risk assessment summarization request (including those invoked via workflow button, workspace configuration, interface, or channel).	1
RPA bot generation	One RPA bot generation call (including previews) triggered by user to generate an RPA flow from text.	500
SaaS user resolution	One call to analyze subscription data from incoming SaaS integrations and autonomously create User Resolution Rules to define how User Principal Names map to user records in SAM.	1,000
Saving Estimation	One request to calculate and estimate cost and time saved for each automation.	5
Schedule event generation	One request to fill recurrence schedule form using natural language.	1
Schedule data discovery job	One request to schedule a data discovery job.	5
Scrum task generation	One request to generate scrum tasks from a user story.	5
Search (Including knowledge search, forms search, password reset portal deflection)	One plugin execution. *Responses incorporating Quick GPT or World Knowledge results consume 5 assists per result generated	0, 5*



Security incident quality analysis	One request to generate the quality report of a Security Incident against preconfigured natural language rules.	1
SEM insights	One request to generate top insights (up to 5) on Security Exposure Management (SEM) dashboards.	1
Sentiment analysis on Case	Analyze the sentiment on a Case and get ad hoc updates per its progress.	1
Sentiment analysis (case, incident, HR)	One sentiment call triggered either on record page load or schedule job (frequency of job can be configured by the customers).	1
Sentiment analysis dashboard generation	One request to generate sentiment analysis insights – Positive/Negative sentiment rationale, sentiment trend & progression across cases.	10
Service Bridge map generation	Generate a remote task definition map for Service Bridge via a UI action.	500
Service Graph Connector diagnosis	One request to diagnose issues with any Service graph connector.	1
Service health analysis	One request to generate insights across all Service Observability dashboards for a single service.	10
Service Observability dashboard analysis	One request to generate insights from a single Service Observability dashboard.	1
Service recommendation for interactions	One request to identify a recommended service definition mapped to a case type.	1
ServiceNow Lens	One call triggered by a user to read, understand, and respond to visual data and forms or preview the extracted information.	30
ServiceNow AI Assets (AI Systems, AI Models, AI Datasets, MCP Servers)	Turning on the managed flag on an AI Asset in AI Control Tower. Fee applies on a monthly basis.	500
Smart priority score generation	One automated call to generate a priority score and summary for a task.	1
SPC setup connector	One invocation by providing API documentation link via UI to generate API connector request parameters and response mapping details.	10
Skill Kit / custom call	One call to an LLM from a custom feature (skill) using Generative AI Controller. Calls exceeding 1,000 output tokens are considered multiple calls. Includes Auto Evaluation (calls scale with data	1



	records), Agentic Workflow Evaluation (calls scale with data records), and Voice Evaluation (calls scale with data records).	
Structured data analysis	One plugin execution.	10
Subflows and actions	One end-to-end conversational flow execution.	10
Suggested steps	One request to generate suggested steps for resolution of an incident or case.	25
Summarization (case / change / incident / security incident / dispute / claim / service problem case / test / work order / sourcing request / Purchase requisitions / account onboarding case / engagement / prompt configurability / alert / publisher compliance / touchpoint / supplier case / purchase order for specialists / purchase order for requesters / negotiation and negotiation event / invoice case / procurement case / product compliance / Success initiative / Customer play / Internal Play / Custom app record / Quote / Compliant case / Investigate case / Employee relations interview / GRC case / Privacy case / Evidence / Error Log / Screen / Standard Ticket)	One summarization request (including those invoked via workflow button, workspace configuration, interface, or channel).	1
Synthetic data generation	One synthetic data record generated (with or without seed data) through Now Assist Data Kit. A dataset can contain up to 100 records.	1
Target generation	One request to generate a target for a goal based on the input text and goal information.	5
Task generation	One multi-turn conversation for generating tasks from Docs content, including adding the generated tasks to a CWM board.	5
Team digest generation	One summarization request by manager for the team's data, activity, latest insights, and next best actions.	10
Test case generation (Text-	One test case generation request.	50



to-test)		
Theme generation	One conversation in the Now Assist Panel or Theme generation widget to generate a custom brand theme and color palette from brand assets	5
Ticket actions (Including create / add comment, add translated comment, close / reopen ticket, Smart Handoff)	One plugin execution.	10
TPRM issue recommendation	One request to generate Third-Party issue recommendations for an assessment.	100
TPRM issue summarization	One request to summarize a third-party issue.	1
Transition work notes analysis	One work notes analysis request.	250
Translate text	One plugin execution.	10
Trending topics dashboard generation	One request to generate insights on trending topics – top trending issues, impacted accounts, critical future topics.	10
User task step summarization	One user task step summarization request in Automation Center UI.	5
Voice agents	Agentic Workflow- Small, Medium, or Large (Page 4). Calls <30 seconds are not charged.	Agentic Workflow (S / M / L) Pricing
Widget generation	One generation of a widget.	500
Widget updation	One request to update an existing widget.	5
Wrap-up generation	One request to generate a wrap-up code and notes for a completed interaction.	1
Write code	One plugin execution.	5
Write email	One plugin execution.	5
Write planning items	Write planning item introduces quick actions to refine text, accelerate planning item creation while enhancing quality.	1
Work notes analysis	One work notes analysis request.	250
Work notes analysis for small transitions	One work notes analysis request (for records less than 25).	100
Workplace insights	One request to generate the Workplace insights on the dashboard.	10



**EXHIBIT E-9 INTEGRATION HUB AND WORKFLOW DATA FABRIC OVERVIEW (EFFECTIVE
FEBRUARY 2, 2026)**

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Integration Hub and Workflow Data Fabric Overview

This overview is applicable to customers with a standalone Integration Hub, Automation Engine, or Workflow Data Fabric subscription. If you are entitled to these capabilities and features through legacy SKUs (*Pre-Workflow Data Fabric*), please refer to [this section of the document](#) for packaging entitlement details.

Current Integration Hub and Workflow Data Fabric SKUs

The following is an overview of available SKUs and their associated entitlements and capabilities.

	Product Code	Spokes	Protocols & features	Orchestration	Integration Solutions	API Access Volume	Conver-sational Spoke Actions	Boomi Cloud API management ¹
Integration Hub Starter V4	PROD22417 PROD22424 PROD22431	Starter only	Starter only	No	No	300 MB/day	No	No
Workflow Data Fabric Standard – Data Fabric Credit Pack	PROD26897 PROD26899	All Spokes	All features and protocols	Yes	Yes	Yes ²	Yes	Yes
Workflow Data Fabric Professional – Data Fabric Credit Pack	PROD26898 PROD26900	All Spokes	All features and protocols	Yes	Yes	Yes ²	Yes	Yes

1. Not available for customers on FedRamp/GCC instances.
2. Refer to the [Workflow Data Fabric Credit standard unit of consumption](#)

All Spokes

The current list of Integration Hub Spokes can be found [here](#).

Protocols & Features

The current list of Protocols and Features can be found [here](#).

Integration Hub Integration Solutions

The current list of Integration Solutions can be found [here](#).

Legacy Integration Hub and Automation Engine SKUs and Packaging

The following is an overview of legacy SKUs and their associated entitlements and capabilities.

Product name	Product Code	Spokes	Protocols & features	Orchestration	Integration Solutions	API Access Volume Limit (per day)	Conver-sational Spoke Actions	Boomi Cloud API management ¹
Workflow Data Fabric Starter (Formerly Integration Hub Pro v4)	PROD24509 PROD24510 PROD24511	All spokes	All features and protocols	Yes	No	5 GB	Yes	No
Workflow Data Fabric Standard (Formerly Automation Engine Pro v5)	PROD24512 PROD24515 PROD24518	All spokes	All features and protocols	Yes	Yes	20 GB	Yes	Yes
Workflow Data Fabric Professional (Formerly Automation Engine Enterprise v4)	PROD24513 PROD24516 PROD24519	All spokes	All features and protocols	Yes	Yes	25 GB	Yes	Yes
Integration Hub Professional V3	PROD22418 PROD22425 PROD22432	All spokes	All features & protocols	Yes	No	5 GB	No	No
Automation Engine Professional V4	PROD22419 PROD22426 PROD22433	All spokes	All features and protocols	Yes	Yes	20 GB	No	No
Automation Engine Enterprise V3	PROD22420 PROD22427 PROD22434	All spokes	All features and protocols	Yes	Yes	25 GB	No	No
Automation Engine Enterprise V2 Unrestricted User	PROD22421 PROD22428 PROD22435	All spokes	All features and protocols	Yes	Yes	1 MB per Unrestricted User	No	No
Automation Engine Enterprise V3 Unrestricted User	PROD24514 PROD24517 PROD24520	All spokes	All features and protocols	Yes	Yes	1 MB per Unrestricted User	Yes	Yes

1. Not available for customers on FedRamp/GCC instances.

Product name	Product Code	Spokes	Protocols & features	Orchestrati on	Integration Solutions
Integration Hub Starter	PROD11661 PROD11415 PROD14250 PROD14354 PROD12336	Starter	Starter	No	No
Integration Hub Starter V2	PROD18250 PROD18370 PROD18375 PROD18376 PROD18382	Starter	Starter	No	No
Integration Hub Starter V3	PROD19392 PROD19750 PROD19751 PROD19911	Starter	Starter	No	No

Integration Hub Professional	PROD11498 PROD11418 PROD14252 PROD14356	Starter+ Professional	Starter + Professional	Yes	No
Integration Hub Standard	PROD14355 PROD11416 PROD14251	Starter + professional (* marked spokes only)	Starter + JDBC	No	No
Integration Hub Professional V2	PROD19394 PROD19833 PROD19834 PROD19912	All Spokes	All features and protocols	Yes	No
Integration Hub Enterprise	PROD18189 PROD11664 PROD11482 PROD14257 PROD14361	All Spokes	All features and protocols	Yes	Yes
Automation Engine Professional V1&V2	PROD16724 PROD17159 PROD17650 PROD17713 PROD17714 PROD18247 PROD18351 PROD18357 PROD18358	Starter+ Professional	Starter + Professional	Yes	No
Automation Engine Professional V3	PROD19395 PROD19893 PROD19896 PROD19913	All Spokes	All features and protocols	Yes	Yes
Automation Engine Enterprise V1/V2	PROD16725 PROD17160 PROD17651 PROD17715 PROD17716 PROD19397 PROD19897 PROD19898 PROD19914 PROD18249 PROD18352 PROD18360 PROD18361	All Spokes	All features and protocols	Yes	Yes
Automation Engine Unrestricted User	PROD19397 PROD19897 PROD19898 PROD19914	All Spokes	All features and protocols	Yes	Yes

Integration Hub Starter Spokes

AI Search	Cisco Webex Meetings	Cisco Webex Teams	Continuous Integration and Continuous Delivery (CICD)	Google Chat
GoTo	Looker	Microsoft Teams Communications	Microsoft Teams Graph	Miro
PagerDuty	Plivo	Rally	Roadmunk	ServiceNow Remote Instance (formerly eBonding)
Slack	Slack WebHooks	SmartRecruiters	Twilio	Utility Actions

Vonage	Workfront	Workplace from Facebook	Zoom	
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Integration Hub Professional Spokes

Agent Client Collector	Aha!	Amazon Alexa	Amazon Elastic Container Service	Ansible*
BMC Remedy	Box	Calendly	Confluence Cloud	Docker*
Dropbox Business	F5 BIG-IP*	GitHub*	GitLab*	Gmail
Google Calendar	Google Cloud DNS	Google Directory	Google Docs	Google Drive
Google Sheets	Google Tasks	GovNotify	Infoblox*	Jenkins V2*
Jenkins*	Jira*	Kubernetes*	Lucidchart Diagramming	Microsoft 365 Excel
Microsoft Active Directory v2	Microsoft Azure Application Insights	Microsoft Azure Artifacts	Microsoft Azure Automation	Microsoft Azure DevOps Boards*
Microsoft Azure Resource Management	Microsoft Entra ID Spoke	Microsoft Exchange Online	Microsoft Exchange Server	Microsoft Intune
Microsoft OneDrive	Microsoft SharePoint Online	monday.com	Okta	OneLogin
Oracle Autonomous DB	Oracle Block Storage	Oracle Boot Volume	Oracle Cloud IAM	Oracle Compute Engine
Oracle Object Storage Management	Oracle Virtual Cloud Network	Qualtrics	Saba	Secureworks CTP
Shodan	Smartsheet	SurveyMonkey	Trello	X
Wrike				

Integration Hub Enterprise Spokes

Adobe Experience Platform	Adobe Sign	Amazon CloudWatch	Amazon Connect	Amazon DynamoDB
Amazon EBS	Amazon EC2	Amazon RDS	Amazon Route 53	Amazon S3
Amazon SNS	Amazon SQS	Amazon VPC	Aria Systems	Asana
Automation Anywhere	AWS Certificate Manager	AWS CloudFormation	AWS Elastic BeanStalk	AWS Elastic Load Balancing
AWS IAM	AWS Lambda	AWS OpsWorks	AWS Translate	BigFix Inventory
Blue Prism	CFPB	Cloudify	Confluent Kafka REST Proxy	Cornerstone
Coupa	Craft Spoke	CrowdStrike	Docusign eSignature Spoke	Equifax
Ethoca	First Advantage	FRISS	Google Cloud Datastore	Google Cloud Functions

Google Cloud Load Balancer	Google Cloud Pub Sub	Google Cloud SQL	Google Cloud Storage	Google Cloud Virtual Network
Google Cloud VPC Access	Google Compute Engine	Google Identity and Access	Google Persistent Disk	Guidewire
IBM Watson Translator Service	iManage	Jack Henry jXchange	Jamf	Jira Service Management
Legal Tracker	Lenovo	Mastercard	Metrikus	Microsoft 365
Microsoft Azure Blob Storage	Microsoft Azure Cosmos DB	Microsoft Azure DevOps Pipelines	Microsoft Azure Managed Storage	Microsoft Azure Notification Hub
Microsoft Azure SQL Database	Microsoft Azure Traffic Manager	Microsoft Azure Virtual Machines	Microsoft Azure Virtual Network	Microsoft Dynamics 365 for Finance and Operations
Microsoft Dynamics CRM	Microsoft Endpoint Configuration Manager	Microsoft SCCM Spoke	Microsoft SCCM Usage Metering	Microsoft Security Response Center
Navex EthicsPoint	Oracle EBS spoke	Oracle Financial Cloud	Oracle HCM Cloud	Oracle Peoplesoft Financial
Pluralsight	PRO Unlimited/Magnit	Redox Electronic Health Record Spoke	Salesforce	Salesforce Marketing Cloud
SAP Ariba	SAP Commerce Cloud	SAP Concur	SAP ECC IDoc	SAP ECC RFC
SAP Fieldglass	SAP S4 HANA Cloud Spoke	SAP S4 HANA IDOC	SAP S4 Hana OData	SAP S4 HANA RFC
Socure	SuccessFactors	SumTotal	Tableau	UCF
Udemy	UiPath	UKG	Workday Financials	Workday HR
Workday Learning	YouTube	Zendesk		

Protocols and Features

Integration Hub Starter

Payload Builder Step	Remote Tables	REST Step
Retry Policy	SOAP Step	

Integration Hub Professional

JDBC Step	JSON Builder Step	JSON Parser Step
PowerShell Step	SFTP Step	SSH Step
XML Parser Step	ZIP Step	

Integration Hub Enterprise

Data Stream Action Step	Dynamic inputs	Dynamic outputs
REST API trigger		



Integration Solutions

Access Management Automation	Client Software Distribution 2.0	Client Software Distribution
Cloud Deployment Automation	Password Reset Integration with AD	Password Reset Integration with Azure AD
Password Reset integration with Google Directory	Password Reset integration with Okta	Remote Process Sync
ServiceNow Kafka Consumer	Virtual Agent for Citrix ITSM Connector	

Definitions

- A Spoke is a predefined action, flow, and/or integration for connecting or automating third party systems or processes within Workflow Studio.
- A Protocol is the communication format of mechanism used when interacting with a third-party system.
- Using Spokes will consume Integration Hub transactions.
- **Integration Hub transaction:** An Integration Hub Transaction is defined as any outbound call originating from Integration Hub, Flow Designer, Remote Tables, or Orchestration. This includes any operation, action, or orchestration from these components that results in an outbound call, as well as any external document indexed via AI Search Integration Hub Spoke, External Content REST API, or External Content Connectors.

Integration Hub Spokes included in ServiceNow product subscriptions

- A list of Spoke entitlements included in ServiceNow Product Subscriptions can be found in this [KB Article](#).
- Using Spokes included in a ServiceNow Product will consume Integration Hub Transactions, unless explicitly excluded. Verify this [KB Article](#) for details.
- Integration Hub Transactions are not included in ServiceNow product Subscriptions and can only be acquired via Integration Hub or Workflow Data Fabric Subscriptions.

**EXHIBIT E-10 SOFTWARE ASSET MANAGEMENT - SERVICENOW SUBSCRIPTION UNIT
OVERVIEW (EFFECTIVE MAY 28, 2024)**

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Software Asset Management – ServiceNow Subscription Unit Overview



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1. Software Asset Management

1.1. Managed IT Resource Types

“**Server**” is any physical or virtual server that is represented as a configuration item (“CI”) in a CMDB table listed below and managed by the Software Asset Management application.

“**End User Computing Device**” is any physical or virtual non-Server CI in a CMDB table listed below and managed by the Software Asset Management application.

“**SaaS Subscription User**” is any unique User Principal Name in the SaaS Subscription User table listed below managed by the Software Asset Management application.

“**PaaS**” is any cloud-based platform service represents as a CI in a CMDB table listed below and managed by an ITAM application.

“**IaaS**” is any cloud-based infrastructure service represented as a CI in a CMDB table listed below and managed by an ITAM application.

Servers and End User Computing Devices are managed by the Software Asset Management application when the installed software on the Managed IT Resources is represented in the cmdb_sam_sw_install table.

Servers	End User Computing Device	SaaS Subscription User	PaaS Resources	IaaS Storage
cmdb_ci_server	cmdb_ci_computer (Computers)	samp_sw_subscription	cmdb_ci_database* (filtering only cloud databases)	cmdb_ci_storage_volume*
cmdb_ci_win_server	cmdb_ci_handheld_computing (Handheld Computing Devices)		cmdb_ci_cloud_datab ase*	Any child classes of the above
cmdb_ci_linux_server	cmdb_ci_pc_hardware (Personal Computers)		Any child classes of the above	
cmdb_ci_aix_server	Any CMDB class derived from cmdb_ci_pc_hardware			
cmdb_ci_esx_server				
cmdb_ci_solaris_server				
cmdb_ci_hyper_v_server				
cmdb_ci_hpux_server				
Any CMDB classes derived from the above listed class or cmdb_ci_hardware and not defined as another Managed IT Resource type.				



1.2. Subscription Unit Defined Ratios

Each Managed IT Resource Type defined in Section 1.2 will be counted towards a Subscription Unit based on a predefined ratio of Subscription Unit to Managed IT Resource per the table below:

Managed IT Resource Type	Subscription Unit: Managed IT Resource Ratio
Server	1:1
End User Computing Device	1:4
SaaS Subscription User	1:15
IaaS-Storage	1:3
PaaS Resources	1:3

EXHIBIT E-11 WORKFLOW DATA FABRIC FOUNDATION OVERVIEW (EFFECTIVE APRIL 9, 2026)

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Workflow Data Fabric Foundation Overview

Effective April 9, 2026



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1. Overview

Workflow Data Fabric Foundation (“WDF Foundation”) provides foundational data integration, orchestration, and AI-assisted data exploration capabilities within the ServiceNow platform. It enables Customers to connect, access, move, and analyze enterprise data in support of integration-centric workflows and foundational AI-native use cases, subject to applicable entitlements.

2. Included Applications

WDF Foundation includes entitlement to the following applications, as applicable to the Customer’s deployment model and environment:

- Integration Hub Enterprise
- Now Assist for Spokes
- External Content Connectors
- RPA Hub
- Automation Center
- Zero Copy Connectors (Primary Connectors Only)
- Data Catalog
- AI Data Explorer

Note:

Data Catalog is not available in RM3 environments.

Now Assist for Spokes and AI Data Explorer applications consume Assists.

2.1. Additional Capabilities

- API Access Volume
- Data Access Requests

2.2. Integration Hub Enterprise Components and Reference Lists

The current lists are available at:

- **Integration Hub Spokes:** [Integration Hub Spokes List](#)



-
- **Protocols and Features:** [Integration Hub Protocols and Features](#)
 - **Integration Solutions:** [Integration Hub Integration Solutions](#)

Availability may vary by instance type, region, and regulated or restricted environment.

EXHIBIT E-12 SERVICENOW PRODUCT CAPABILITIES

The below table outlines the capabilities of the products in this Agreement.

ServiceNow Product	Application Capabilities
Workflow Data Fabric Starter	Provides the capability for unifying data across the enterprise so workflows and AI can operate using consistent, trusted information. Zero-copy data access reads live data from Snowflake, BigQuery, and Databricks without duplicating it. Prebuilt connectors integrate systems such as SAP, Salesforce, and Microsoft Dynamics, reducing integration cost and complexity. Real-time event streaming through Kafka triggers workflows instantly based on system or business events. Document ingestion extracts information from SharePoint, Confluence, and PDFs to make unstructured content usable. A semantic business layer standardizes terminology across systems for clearer reporting and AI interpretation. Data lineage tools show the origin and flow of data for compliance and audit transparency. AI workflows benefit from complete, high-quality data, improving automation accuracy. More information at: https://www.servicenow.com/docs/r/integrate-applications/create-integrations-applications.html

ServiceNow Software Asset Management Professional	Provides the capability for controlling software cost and compliance across SaaS, cloud, and on-premise systems. Centralized license tracking displays entitlements, usage, and renewal timelines in one location. Usage analytics identify unused or underutilized licenses that can be reassigned, reducing unnecessary spend. Vendor-specific logic manages complex licensing rules from Microsoft, Oracle, and VMware accurately. Synchronization with the CMDB ensures that software inventory matches hardware and cloud assets. Audit workflows produce compliance evidence and remediation actions automatically, reducing manual audit preparation. Cost dashboards highlight redundant applications and opportunities for vendor consolidation. AI-enhanced workflows accelerate approvals and reduce manual effort in software request fulfillment. More information at: https://www.servicenow.com/docs/r/it-asset-management/software-asset-management/c_SoftwareAssetMgmt.html
ServiceNow ITSM Professional Plus	Provides the capability for delivering AI-enhanced IT service operations with improved responsiveness and automation. Predictive intelligence auto-categorizes and routes incidents, lowering resolution time. GenAI summarizes incident histories and chat transcripts to provide agents with quick context. Resolution suggestions and communication drafts increase agent efficiency and response quality. AI-powered search improves accuracy of self-service answers for employees. The Virtual Agent offers guided, conversational support for common IT issues. Agent Workspace consolidates tickets, assets, knowledge, and analytics in a modern interface. Real-time translation enables global support without language barriers. Operational dashboards highlight trends and support data-driven decision-making. More information at:

	https://www.servicenow.com/docs/r/it-service-management/r ITServiceManagement.html
IT Service Management Professional	Provides the capability for managing core IT processes with automation, visibility, and consistent execution. Supports Incident, Problem, Change, Request, Knowledge, and CMDB lifecycles. Predictive intelligence automates ticket triage and reduces manual classification time. Virtual Agent resolves common requests and incidents without analyst involvement. Performance analytics provide insights into SLA health, team productivity, and service trends. Service Operations Workspace centralizes incidents, alerts, and change tasks. Unified portals and mobile support give employees multiple ways to request assistance. Automated workflows connect incidents to changes and CMDB updates, improving accuracy and governance. More information at: https://www.servicenow.com/docs/r/it-service-management/r ITServiceManagement.html

ServiceNow HR Enterprise Onboarding	Provides the capability for coordinating enterprise-wide onboarding processes that involve multiple departments. Cross-functional workflows ensure HR, IT, Facilities, and Security tasks occur in the correct sequence. Lifecycle event automation manages onboarding, transfers, and offboarding without manual coordination. Best-practice onboarding templates support standardization across teams. Employee Center gives new hires clarity on required tasks, documents, and onboarding progress. Integrations with HRIS, identity systems, and provisioning tools ensure accounts, access, and equipment are ready on day one. Automated routing reduces delays and administrative workload for HR and IT teams. Personalized communications and reminders improve the new-hire experience and accelerate productivity. More information at: https://www.servicenow.com/docs/r/employee-service-management/employee-service-management-overview.html
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