

Board Contract #: 23-088

**FIRST AMENDMENT TO THE AGREEMENT FOR  
SERVICES OF  
INDEPENDENT CONTRACTOR**

**BETWEEN**

**COUNTY OF SANTA BARBARA**

**AND**

**ALCOR SOLUTIONS, INC.**

**FOR**

**SERVICENOW SOFTWARE AS A SERVICE  
APPLICATIONS**

## **FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS FIRST AMENDMENT** (First Amendment) to the Agreement for Services of Independent Contractor (BC No. 23-088) is made by and between the **County of Santa Barbara** (County) and **Alcor Solutions, Inc.** (Contractor or Alcor), with an address at 7600 Dublin Blvd, Suite 230, Dublin, CA 94568, for the continued provision of 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 referenced herein;

**WHEREAS**, on or around August 22, 2023, County and Contractor (collectively, the parties) entered into an Agreement for Services of Independent Contractor (Agreement) (BC No. 23-088) for ServiceNow software-as-a-service workflow platform subscription products for a total maximum contract amount not to exceed \$334,836, inclusive of \$111,612 per fiscal year, for the period of July 1, 2023, through June 30, 2026; and

**WHEREAS**, through this First Amendment, the parties wish to update certain standard terms and conditions, adjust ServiceNow software-as-a-service subscriptions, and reduce the contract amount by \$72 for a revised, total maximum contract amount of **\$334,764**, inclusive of \$111,612 for each of fiscal year (FY) 2023-24 and 2024-25 and \$111,540 for FY 2025-26, with no change to the contract term of July 1, 2023, through June 30, 2026.

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

**I. Delete Section 8 DEBARMENT AND SUSPENSION, of the Standard Terms and Conditions of the Agreement and replace with the following:**

**8. DEBARMENT AND SUSPENSION.**

**A.** 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.

**B.** This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, in addition to the remedies available to the California Department of Health Care Services and County, the federal government may pursue available remedies including, but not limited to, suspension and/or debarment.

**C.** This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 376. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

**D.** Contractor must comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

**II. Delete Section 10 CONFLICT OF INTEREST, of the Standard Terms and Conditions of the Agreement and replace with the following:**

**10. CONFLICT OF INTEREST.**

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

**III. Delete Section 26 ENTIRE AGREEMENT AND AMENDMENT, of the Standard Terms and Conditions of the Agreement and replace with the following:**

**26. ENTIRE AGREEMENT AND AMENDMENT.**

In conjunction with the matters considered herein, this Agreement and any and all amendments thereto contain the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this section. References to this Agreement include any and all amendments to this Agreement, which are included by reference herein. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness or designee. Except as otherwise provided in this Agreement, the Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

**IV. Delete Section 35 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, of the Standard Terms and Conditions of the Agreement and replace with the following:**

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

Contractor shall comply with the requirements of 2 C.F.R. parts 200 and 300 and 45 C.F.R. part 75, which are incorporated herein by reference.

**V. Delete Section 36 MANDATORY DISCLOSURE, of the Standard Terms and Conditions of the Agreement and replace with the following:**

**36. MANDATORY DISCLOSURE**

**A. Prohibited Affiliations.**

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

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

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

2. Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in any federal health care programs (as defined 42 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. The Contractor shall not have relationships prohibited by Subsection A (Prohibited Affiliations) of this Section 36 (Mandatory Disclosure) with an excluded, debarred, or suspended individual, provider, or entity as follows:

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

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

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

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

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

vi. The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of

policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

B. **Written Disclosures.**

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

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

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

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

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

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

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

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

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

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

3. **Timing for Disclosure of Ownership and Controlling Interests.**

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

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

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

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

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

5. **Crimes.**

i. **Violations of Criminal Law.** Contractor must 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 or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, Health and Human Services Office of Inspector General, and DHCS. 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 C.F.R. part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. 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.)

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

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

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

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

C. **Lobbying.** Contractor shall complete a Certification Regarding Lobbying as set forth in EXHIBIT D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in EXHIBIT D, Attachment 2, attached hereto and incorporated herein by reference.

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

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

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

D. **Remedies.**

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

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

ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to

the County or the Secretary of DHCS and ending on the day before the date on which the information was supplied.

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

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

**VI. Delete Section 37 PROCUREMENT OF RECOVERED MATERIALS, of the Standard Terms and Conditions of the Agreement and replace with the following:**

**37. PROCUREMENT OF RECOVERED MATERIALS**

A. 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 U.S.C. section 6962. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

B. 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.

**VII. Delete Section 38 DOMESTIC PREFERENCES FOR PROCUREMENTS, of the Standard Terms and Conditions of the Agreement and replace with the following:**

**38. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

A. 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). The requirements of this section must be included in all subcontractor agreements.

B. For purposes of this section:

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

2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and



polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**VIII. Delete Section 39 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, of the Standard Terms and Conditions of the Agreement and replace with the following:**

**39. CLEAN AIR ACT**

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 et seq.
- B. Contractor agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

**40. FEDERAL WATER POLLUTION CONTROL ACT**

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. section 1251 et seq.
- B. Contractor agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the County, federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

**IX. Delete Section 41 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT of the Standard Terms and Conditions of the Agreement and replace with the following:**

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

- A. Contractor is prohibited from obligating or expending loan or grant funds to:
  - 1. Procure or obtain covered telecommunications equipment or services;
  - 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - 3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  2. 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);
  3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
  4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. For the purposes of this section, “covered telecommunications equipment or services” also includes 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.
- D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. Contractor certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Contractor is 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.
- F. See Public Law 115-232, section 889 for additional information and 2 C.F.R. section 200.471.

**X. Delete Section 2 ACCESS AND USE of Exhibit A. (STATEMENT OF WORK) and replace with:**

**2. ACCESS AND USE.**

A. Alcor shall cause, pursuant to its agreement with Carahsoft, that Carahsoft shall cause ServiceNow to provide to County the ServiceNow and AccessFlow software as a service products described in Exhibit B-1 (Schedule of Rates) (Subscription Service) in accordance with the Public Sector Subscription Terms of Service (effective July 7, 2020), the Customer Support Addendum (effective March 12, 2025), Data Security Addendum (effective December 2, 2022), Data Processing Addendum (effective May 3, 2024), ServiceNow Order Form - Product and Use Definitions, Product Overview (effective February 2, 2023), Software Spend Detection and Software Asset Management Content Service Addendum (effective July 24, 2023), Alcor Quote for License (dated April 4,

2025), and the applicable Service Description for the purchased packaged services, all of which are expressly deemed incorporated herein by this reference and as set forth in Exhibit E (collectively, the "ServiceNow Subscription Service Terms").

1. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms.
2. In the event of conflict between a term(s) in this Agreement and the ServiceNow Subscription Service Terms, then the term(s) in this Agreement shall prevail.

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

**XI. Delete Section 4 RENEWAL ORDERS of Exhibit A. (STATEMENT OF WORK) and replace with:**

**4. RENEWAL ORDERS.** *Renewal Order* is defined as an order submitted to Alcor prior to the expiration of this Agreement with the intent of initiating the renewal of the County's access and use of product(s) included in this Agreement as defined in Standard Terms & Conditions Section 26 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.

**XII. Delete Section 1 Maximum Contract Amount of Exhibit B. (FINANCIAL PROVISIONS) and replace with:**

**1. Maximum Contract Amount.** For the software-as-a-service (SaaS) products under this Agreement, Contractor shall be paid at the rate specified in Exhibit B-1 (Schedule of Rates),

with a maximum contract amount not to exceed **\$334,764**, inclusive of \$111,612 for fiscal year 2023-24, \$111,612 for fiscal year 2024-25, and \$111,540 for fiscal year 2025-26. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this maximum contract amount for Contractor's performance hereunder without a properly executed amendment.

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

*(This section intentionally left blank.)*

**XIII. Delete Exhibit B-1 (SCHEDULE OF RATES) in its entirety and replace with:**

**EXHIBIT B-1**  
**SCHEDULE OF RATES**

<b>Effective July 1, 2023 – June 30, 2025</b>					
<b>Subscription</b>	<b>Type</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Monthly Cost</b>	<b>Yearly Cost</b>
ServiceNow® HR Enterprise Onboarding	HR User	750	\$6	\$4,500	\$54,000
ServiceNow® Customer Service Management Standard	Fulfiller User	50	\$90.62	\$4,531	\$54,372
ServiceNow® AI Search Starter	N/A	1	\$0	\$0	\$0
ServiceNow® IntegrationHub Starter	Transactions	1	\$0	\$0	\$0
AccessFlow	Transactions	1620	\$2 per transaction per year	\$240	\$3,240
FY 23-24 Maximum Contract Amount Not to Exceed:					\$111,612
FY 24-25 Maximum Contract Amount Not to Exceed:					\$111,612
<b>FY 23-25 Maximum Contract Amount Not to Exceed:</b>					<b>\$223,224</b>

*(This section intentionally left blank.)*

Effective July 1, 2025 – June 30, 2026					
Subscription	Type	Units	Unit Cost	Monthly Cost	Yearly Cost
ServiceNow® HR Enterprise Onboarding	HR User	750	\$6	\$4,500	\$54,000
IT Service Management Standard - Fulfiller	Fulfiller User	50	\$73	\$3,650	\$43,800
ServiceNow® Software Asset Management Professional	Subscription Unit	125	\$7	\$875	\$10,500
ServiceNow® IntegrationHub Starter	Transactions	1	\$0	\$0	\$0
AccessFlow	Transaction	1620	\$2 per transaction per year	\$270	\$3,240
FY 25-26 Maximum Contract Amount Not to Exceed:					\$111,540
FY 23-26 Maximum Contract Amount Not to Exceed:					\$334,764

**XIV. Delete Customer Support Addendum of Exhibit E ServiceNow Subscription Service Terms and replace in its entirety with:**

*(This section intentionally left blank.)*



Effective Date March 12, 2025

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



Effective Date March 12, 2025

## 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](http://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.

**XV. Delete Data Processing Addendum of Exhibit E ServiceNow Subscription Service Terms and replace in its entirety with:**

*(This section intentionally left blank.)*



## 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.



**XVI. Add Software Spend Detection and Software Asset Management Content Service Addendum (Effective July 24, 2023) to Exhibit E ServiceNow Subscription Service Terms as follows:**

*(This section intentionally left blank.)*





## 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.



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**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.

**XVII. Add Alcor Quote for License (dated April 4, 2025) to Exhibit E ServiceNow Subscription Service Terms as follows:**

*(This section intentionally left blank.)*



Quote for License

Date: 4/4/2025  
Quote Number: SM - 04042025001  
Expiration Date: 6/22/2025

Note: This quotation for License and Services is only good through the expiration date listed above and is subject to change pending availability of said licenses and services from ServiceNow.

Prepared For	
Contact Name	Ryan Weyman
	Information Technology
Company Name	Santa Barbara County
	Department of
	Behavioral Wellness
Address	429 N. San Antonio Rd
Suite	
City	Santa Barbara
State	CA
Zip Code	93110

Prepared by	
Account Exec	Ziying Tan
Email	<a href="mailto:ziying.tan@alcortech.com">ziying.tan@alcortech.com</a>
Phone	<a href="tel:949-335-8770">949-335-8770</a>

Estimated License Pricing

Subscription	Start Date/End Date	Type	Units	Subscription Term (mos)		Individual Price (Monthly)	Net Price (Monthly)	Net Price (Annual)	Total
ServiceNow® HR Enterprise Onboarding	07/01/2025 06/30/2026	HR User	750	12 Month	0 Days	\$6.00	\$4,500.00	\$54,000.00	\$54,000.00
IT Service Management Standard - Fulfiller	07/01/2025 06/30/2026	Fulfiller User	50	12 Month	0 Days	\$73.00	\$3,650.00	\$43,800.00	\$43,800.00
ServiceNow® Software Asset Management Professional	07/01/2025 06/30/2026	Subscription Unit	125	12 Month	0 Days	\$7.00	\$875.00	\$10,500.00	\$10,500.00
ServiceNow® IntegrationHub Starter	07/01/2025 06/30/2026	Transactions	1	12 Month	0 Days	\$0.00	\$0.00	\$0.00	\$0.00
Accessflow	07/01/2025 06/30/2026	Transactions	1620	12 Month	0 Days	\$2 per transaction per year	\$270.00	\$3,240.00	\$3,240.00
Total Subscription								\$111,540.00	\$111,540.00

Estimated Annual Total	\$111,540.00
Estimated Taxes	0
Grand Total	\$111,540.00



Planned Payment Schedule	Invoice Date (Due on Receipt)	Amount	Est Taxes	Grand total
Annual Subscription Fee Year 1	Upon Signature	\$111,540.00		\$111,540.00
			Total	\$111,540.00

## License Terms

- ❖ The license pricing identified above is the price that will be available to SBCBWell for the duration of the subscription term listed above. If at any time during the subscription term, SBCBWell requires additional license, those licenses will be made available at the same cost per license as shown in the table above.
- ❖ The SBCBWell access and use of the Subscription Offerings are pursuant to the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, Data Processing Addendum, Product and Use Definitions, Product Overview, and the applicable Service Description for the purchased packaged services, ALL OF WHICH ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE (if not attached herein, then as set forth on <https://www.servicenow.com/upgradeschedules.html>) (collectively, the "ServiceNow Subscription Service Terms"). All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms. If any provision of this Order conflicts with the other documents comprising the Agreement, then this Order shall control.
- ❖ For both Renewal Orders and the Option Year Orders, the following conditions shall apply:
  - i. the Renewal Products in the then expiring order continue to be made commercially available by ServiceNow at the time of the Renewal Order or Option Year Orders, and if not, then the Renewal Order or Option Year Orders shall be for ServiceNow's then available subscription product that is substantially equivalent to the Renewal Product in the expiring order (as determined by ServiceNow);
  - ii. the pricing model for the expiring order continues to be made available by ServiceNow at the time of the Renewal Order or Option Year Orders;
  - iii. the units of each Renewal Product in the Renewal Order or Option Year Orders are equal to or greater than the sum of all the units for that Renewal Product in all the Renewal Orders and Option Year Orders purchased by the customer during the subscription term of the then expiring order form;
  - iv. each Renewal Order and Option Year Orders are for non-refundable, non-cancellable twelve (12) month subscription terms; and
  - v. SBCBWell must place the Renewal Order or Option Year Orders before the expiration of the subscription term of the then expiring order. For clarity, the foregoing does not apply to, without limitation, new products that are offered for sale after the date of this Order, products not ordered on this Order or professional services, training or events.
- ❖ Please submit a PO for the amount set forth above to [licensesales@alcortech.com](mailto:licensesales@alcortech.com) or Alcor, Inc., Attention: Accounts Receivable, 7600 Dublin Blvd, Suite 230, Dublin, CA 94568
- ❖ PREPAID FEES FOR PROFESSIONAL SERVICES, EDUCATIONAL SERVICES AND EVENTS SHALL EXPIRE IF UNUSED WITHIN ONE (1) YEAR OF THE DATE OF ORDER, WITH NO REFUND OR CREDIT FOR UNUSED OR UNPERFORMED SERVICE HOURS.
- ❖ ALL PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND, NON-REFUNDABLE.
- ❖ The order is for the entire subscription term and is undividable. Payments are due at the dates designated in the payment schedule. All remaining fees are due immediately if Alcor terminates for non-payment.
- ❖ The terms and conditions in this document supersede any other terms and conditions that may be present in the Alcor/SBCBWell Master Agreement. In case of any conflict between the two, the terms of this document shall prevail.
- ❖ Signature on this document signifies SBCBWell ' agreement to all the terms, conditions, pricing and payment terms mentioned within this document.
- ❖ Alcor reserves the right to charge a "late fee" in the amount of 1.5% of the quarterly balance due in the event that SBCBWell fails to pay the invoice within the specified 30-day period. An additional 1.5% fee will be charged for each additional 30 days that the payment is in arrears.
- ❖ Customer acknowledges that this agreement is set between Alcor Solutions and SBCBWell and as such, any stipulations within this document govern the purchase and payment for ServiceNow licenses. There will be other documentation required directly by ServiceNow that govern the appropriate use of the ServiceNow platform and the two sets of documentation will govern the relationship between SBCBWell, Alcor Solutions and ServiceNow.



SUBMITTED ON BEHALF OF ALCOR SOLUTIONS INC.

DocuSigned by:

*Ziying Tan*

DDA0E53FDA54468...

SIGNATURE

**Ziying Tan Principal**

PRINT NAME AND TITLE

6/18/2025

DATE

ACCEPTED ON BEHALF OF SBCBWell

DocuSigned by:

*Antonette "Toni" Navarro*

2095C5A18FE1474...

SIGNATURE

Antonette "Toni" Navarro

Director

PRINT NAME AND TITLE

6/18/2025

DATE

BILLING CONTACT NAME/EMAIL

**XVIII. Effectiveness.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

**XIX. Execution of Counterparts.** This First Amendment 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.

*(This section intentionally left blank.)*

## 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, 2025.

### COUNTY OF SANTA BARBARA:

By:

  
LAURA CAPPS, CHAIR  
BOARD OF SUPERVISORS


Date:

7-1-25

### ATTEST:

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:



Deputy Clerk

Date:

7-1-25

### CONTRACTOR:

ALCOR SOLUTIONS, INC.

By:

DocuSigned by:  


DDA9E53FBA54468...

Authorized Representative  
Ziying Tan

Name:

Title:

Date:

Principal

6/18/2025

### APPROVED AS TO FORM:

RACHEL VAN MULLEM  
COUNTY COUNSEL

By:

Signed by:  

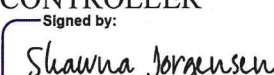

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Deputy County Counsel

### APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:

Signed by:  


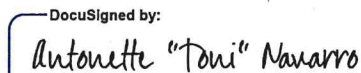
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Deputy

### RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT  
DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By:

DocuSigned by:  


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Director

### APPROVED AS TO FORM:

GREG MILLIGAN, ARM  
RISK MANAGER

By:

DocuSigned by:  


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Risk Manager