AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of January 23, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on January 10, 2017, by and between CARAHSOFT TECHNOLOGY CORP., a Maryland corporation, with a place of business at 1860 Michael Faraday Drive, Suite 100, Reston, Virginia 20190 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to provide, install, train and support City staff in the use and implementation of a new service management application ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), attached hereto as Exhibit "A-1", and incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A-2", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Two Hundred Fifty-Two Thousand Nine Hundred Twenty-Nine Thousand Dollars ($252,929) for the first year, and Sixty-Eight Thousand Forty Dollars ($68,040) annually thereafter, at the

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rates or charges shown in Exhibit "A-2".

B. City shall pay Contractor in due course of payments following receipt from Contractor and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Contractor shall certify on the invoices that Contractor has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Contractor during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Contractor's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

C. Contractor represents that Contractor has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

D. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. It the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of that fact and may not proceed except at Contractor's risk until written instructions are received

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from the City.

E. Contractor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the City, except those losses or damages as may be caused by the City's own negligence.

F. CAUTION: Contractor shall not begin work until this Agreement has been signed by both parties and until Contractor's evidence of insurance has been delivered to and approved by City.

2. TERM. The term of this Agreement shall commence at midnight on March 1, 2017, and shall terminate at 11:59 p.m. on February 28, 2019, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The parties have the option to extend the term for two (2) additional one-year periods, at the discretion of the City Manager.

3. COORDINATION AND ORGANIZATION.

A. Contractor shall coordinate its performance with City's representative, if any, named in Exhibit "B", attached to this Agreement and incorporated by this reference. Contractor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Contractor information or materials, if any, described in Exhibit "C", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.

B. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Contractor's key employee, Jessica Robertson. City shall have the right to approve any person proposed by Contractor to replace that key employee.

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4. INDEPENDENT CONTRACTOR. In performing its services, Contractor is and shall act as an independent contractor and not an employee, representative or agent of City. Contractor shall have control of Contractor's work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Contractor acts in accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Contractor expressly warrants that neither Contractor nor any of Contractor's employees or agents shall represent themselves to be employees or agents of City.

5. INSURANCE.

A. As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain, at Contractor's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:

(a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than $1,000,000 per each occurrence and $2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent

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in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than $1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(c) Professional liability or errors and omissions insurance in an amount not less than $1,000,000 per claim.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than $500,000 combined single limit per accident.

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Contractor. Contractor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the

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insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Contractor guarantees that Contractor will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Contractor shall require that all sub-contractors or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to the start of performance, Contractor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Contractor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Contractor and Contractor's sub-Contractors and contractors, at any time. Contractor shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

G. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Contractor, Contractor's sub-Contractors and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.

H. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Contractor's performance or as full

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performance of or compliance with the indemnification provisions of this Agreement.

6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates the personal services of Contractor and Contractor's employees, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Contractor and Contractor's employees. Contractor shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of City, except that Contractor may with the prior approval of the City Manager of City, assign any moneys due or to become due Contractor under this Agreement. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Contractor shall not subcontract any portion of its performance without the prior approval of the City Manager or designee, or substitute an approved sub-Contractor or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Contractor from employing as many employees as Contractor deems necessary for performance of this Agreement.

7. CONFLICT OF INTEREST. Contractor, by executing this Agreement, certifies that, at the time Contractor executes this Agreement and for its duration, Contractor does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client. And, Contractor shall obtain similar certifications from Contractor's employees, sub-Contractors and contractors.

8. MATERIALS. Contractor shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Contractor's obligations under this Agreement, except as stated in Exhibit "C".

9. OWNERSHIP OF DATA. All materials, information and data prepared, developed or assembled by Contractor or furnished to Contractor in connection

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with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material and memorandum ("Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Contractor. Copies of Data may be retained by Contractor but Contractor warrants that Data shall not be made available to any person or entity for use without the prior approval of City. This warranty shall survive termination of this Agreement for five (5) years.

10. TERMINATION. Either party shall have the right to terminate this Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior notice to the other party. In the event of termination under this Section, City shall pay Contractor for services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Contractor shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Contractor acknowledges and agrees that City's obligation to make final payment is conditioned on Contractor's delivery of the Data to City.

11. CONFIDENTIALITY. Contractor shall keep all Data confidential and shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Contractor shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Contractor shall not disclose any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit of others except for the purpose of this Agreement.

12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a

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breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor knew prior to the time City disclosed it; or (b) is or becomes publicly available without breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena or court order.

13. ADDITIONAL SERVICES. The City has the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the RFP or make changes by altering, adding to or deducting from the work. No extra work may be undertaken unless a written order is first given by the City, incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement. Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in the time to perform of One Hundred Eighty (180) days or less, may be approved by the City Representative. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this paragraph do not apply to services specifically set forth in the RFP or reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that the services to be provided pursuant to the RFP may be more costly or time consuming than Contractor anticipates and that Contractor will not be entitled to additional compensation for the services set forth in the RFP.

14. RETENTION OF FUNDS. Contractor authorizes the City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the City for any losses, costs, liabilities or damages suffered by the City, and all amounts for which the City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of the

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withholding, an amount sufficient to cover the claim. The failure of the City to exercise the right to deduct or to withhold will not, however, affect the obligations of Contractor to insure, indemnify and protect the City as elsewhere provided in this Agreement.

15. AMENDMENT. This Agreement, including all Exhibits, shall not be amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.

16. LAW. This Agreement shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions. Contractor shall cause all work performed in connection with construction of the Project to be performed in compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

17. PREVAILING WAGES.

A. Consultant agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

B. In all bid specifications, contracts and subcontracts for any

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such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

18. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

19. INDEMNITY.

A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Agreement, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

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B. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.

C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

D. The provisions of this Section shall survive the expiration or termination of this Agreement.

20. FORCE MAJEURE. If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of such cause for failure to perform.

21. AMBIGUITY. In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

22. NONDISCRIMINATION.

A. In connection with performance of this Agreement and subject to applicable rules and regulations, Contractor shall not discriminate against any

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employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall 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 selection for training, including apprenticeship.

23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.

A. During the performance of this Agreement, the Consultant certifies and represents that the Consultant will comply with the EBO. The Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a contract with the City of Long Beach, the Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach's Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200."

B. The failure of the Consultant to comply with the EBO will be deemed to be a material breach of the Agreement by the City.

C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach

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Municipal Code 2.93 et seq., Contractor Responsibility.

E. If the City determines that the Consultant has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

24. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Contractor at the address first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Clerk at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants that Contractor has not employed or retained any entity or person to solicit or obtain this Agreement and that Contractor has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Contractor breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

26. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

27. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,

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18, 21 and 28 prior to termination or expiration of this Agreement.

28. TAX REPORTING. As required by federal and state law, City is obligated to and will report the payment of compensation to Contractor on Form 1099-Misc. Contractor shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Contractor shall submit Contractor's Employer Identification Number (EIN), or Contractor's Social Security Number if Contractor does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Contractor acknowledges and agrees that City has no obligation to pay Contractor until Contractor provides one of these numbers.

29. ADVERTISING. Contractor shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.

30. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Contractor relating to this Agreement.

31. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CARAHSOFT TECHNOLOGY CORP., a Maryland corporation

February 8, 2017

By _____
Name Craig Abod
Title CEO

February 8, 2017

By _____
Name Ellen Lord
Title Contracts Manager

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Feb. 21, 2017

By _____
City Manager
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on Feb. 16, 2017.

CHARLES PARKIN, City Attorney

By _____
Deputy

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EXHIBIT "A-1"

RFP

carahsoft

CARAHSOFT'S RESPONSE TO THE

City of Long Beach

REQUEST FOR PROPOSAL

Service Desk Application to Support Technology and Innovation

SOLICITATION NO. TI 16-112

Tuesday
April 05, 2016

SOLUTION PROVIDED BY

servicenow

CARAHSOFT TECHNOLOGY CORP.
1860 MICHAEL FARADAY DRIVE, SUITE 100
RESTON, VA 20190

888.66.CARAH | WWW.CARAHSOFT.COM

City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

City of Long Beach

Request For Proposals Number TI 16-112

For
Service Desk Application to Support Technology and Innovation

Release Date:	03/02/2016
Contractor Questions Due:	03/11/2016
Posting of the Q & A:	03/18/2016
Due Date:	04/05/2016

City Contact: *Sokunthea Kol* *Buyer* *562-570-6123*

See Section 4 for instructions on submitting proposals.

Company Name Carahsoft Technology Corporation Contact Person Jennifer Taha

Address 1860 Michael Faraday Drive, Suite 100 City Reston State VA Zip 20190

Telephone (703) 871.8500 Fax (703) 871-8505 Federal Tax ID No. [redacted]

E-mail: Proposals@carahsoft.com

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 3/28/2016

Signed

Print Name & Title Jennifer Taha, Director

Rev 2014 1001

carahsoft.

April 05, 2016

City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Re: Carahsoft's Response to the City of Long Beach's Request for Proposal for a Service Desk Application to Support Technology and Innovation, Solicitation # TI 16-112

Dear Sokunthea Kol,

Carahsoft Technology Corp. appreciates the opportunity to respond to the City of Long Beach's Request for Proposals for Service Desk Application to Support Technology and Innovation. Carahsoft is proposing ServiceNow which fully meets the City of Long Beach's requirements for a Service Desk Application to Support Technology and Innovation. Our team has fully considered the City of Long Beach's requirements outlined in the Request for Proposals, and has carefully put together a solution that will best meet your needs.

Carahsoft is submitting as the IT Schedule 70 GSA Contract holder (GS-35F-0119Y) and reseller for ServiceNow. As a top ranked GSA Schedule holder, Carahsoft has delivered best value solutions to our government clients for over ten years including the City of Long Beach.

Please feel free to contact me directly at 703.889.9725/jessica.robertson@carahsoft.com or Terry Drinkwine at 703.871.8512/Terry.Drinkwine@carahsoft.com with any questions or communications that will assist the City of Long Beach in the evaluation of our response. This proposal is valid for 90 days from the date of submission.

Carahsoft has exercised reasonable care to ensure that it has interpreted the questions in the RFP correctly and that the information provided in this response is accurate as of the date stated in this letter. **Carahsoft's response is not assumed to be a binding agreement between Carahsoft and the City of Long Beach. If Carahsoft is the selected vendor for the products and/or services defined in the RFP, the parties shall execute a mutually acceptable Agreement.

Thank you for your time and consideration.

Sincerely,

Jessica Robertson

Jessica Robertson
Public Sector Manager

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EXECUTIVE SUMMARY

Solution Overview

Carahsoft Technology Corporation understands that the City of Long Beach is seeking a Project Management Application for Technology and Innovation. As the Prime Contractor, Carahsoft has assembled a team for the initiative that includes our Solution Provider, ServiceNow, and our Implementation Partner, Alcor, as the best solution to meet the City of Long Beach's requirements.

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies since 2004. Carahsoft has built a reputation as a customer-centric real-time organization with unparalleled experience and depth in government sales, marketing, and contract program management. This experience has enabled Carahsoft to achieve the top spot in leading software license GSA resellers.

VENDOR RELATIONSHIPS – Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships, of which **ServiceNow** is an important part. Carahsoft's contract vehicles carry over 200 vendors. Carahsoft's unique ServiceNow qualifications include:

- Federal aggregator and distributor
- Dedicated sales and marketing team
- Trusted advisor for proposal responses

PROVEN EXECUTION – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. Carahsoft seamlessly generates quotes within 30 minutes or less and processed over 67,000 orders in 2015 that were each completed the same day received.

CONTRACT VEHICLES – Over the past 12 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

GROWTH & STABILITY – Carahsoft has continued to show impressive growth year after year, with annual revenue of $3.4 million in our first year in 2004 to $3 billion in 2015. In September of 2015, 9,011 orders were processed worth over $806 million. We are a stable, conservative, and profitable company and have received numerous accolades including the 2013 GovCon Government Contractor of the Year Award in the greater than $300M revenue category. Carahsoft was also recognized in the following areas:

- Largest GSA Schedule 70 Contract holder for software
- 4th of the Washington Business Journal's 100 Largest Private Companies List for 2015
- Fed 100 Winners, Craig P. Abod, President and CEO; John Lee, Vice President of Cloud Services

Solution Provider: ServiceNow

ServiceNow is changing the way people work. By placing a service-oriented lens on the activities, tasks and processes that make up day-to-day work life, we help the modern enterprise operate faster, better and more scalable than ever before. As the enterprise cloud company, ServiceNow provides a service model that defines, structures, and automates the flow of work, removing email and spreadsheets from the process to streamline the delivery of services. A system where people across the enterprise engage to get work done, to rapidly create new services, deliver the services at record pace, and more importantly – manage the services. Service management is a discipline for the entire enterprise. With its roots in IT, ServiceNow's service management solutions address all the service domains of modern enterprises including human resources, facilities, and finance. IT started it for themselves, then went on to prove it is possible to apply service management to use cases outside of IT. And by doing so, successfully deliver a modern service experience.

Implementation Partner: Alcor

Alcor Solutions Inc. ("Alcor") is a technology consulting and implementation company focusing on Enterprise and Government technology requirements in the enterprise applications, systems integration, IT Service Management and enterprise collaboration/mobility domains. Our focus verticals include EAs & Financial Services, Hi-Tech, Governments & Public Sector, Pharmaceuticals & Biotechnology and Manufacturing.

Alcor's focus is solving business problems via an understanding of client's business requirements and providing consistent technology excellence. We work with our clients in implementing business focused IT projects as well as providing staff augmentation solutions to meet their specific time sensitive needs. Our consultants are highly skilled in a number of business verticals, and know how to work and support broader roles within a client organization. Given the size and varying requirements placed on our business, we believe this is a key differentiator for us. Alcor has helped enterprises and Government entities implement a number of solutions requiring collaboration and custom software and is well aware of various policies such as SOX, HIPAA, Basel II and others.

Alcor has been in business since 2008 and has been providing ITSM advisory and implementation services since 2008, for more than eight years. Alcor is a certified California Small Business as well as has Minority Owned & Woman Owned certifications.

SCOPE OF PROJECT

3.1. The following information details our environment:

- The City has its own Data Center, but is open to a cloud solution, or an on premise solution.
  - If on Premise, the City is a Windows Shop and would prefer using MS SQL as the Database (SQL Cluster).
  - All servers run in a virtual environment.

Carahsoft Response – Not applicable - ServiceNow uses a SaaS delivery model, and is a fully hosted application/data with no additional hardware or third-party software requirements. Standard features include:

- Access over the Internet through web browser from desktop and mobile devices
- All applications built on a single cloud platform
- Web client access and interface
- Single database
- Enterprise cloud infrastructure

- Email system is Office365.

Carahsoft Response – The standard email configuration uses the SMTP and POP3 services provided by ServiceNow. ServiceNow also supports integrations to internal email platforms that support industry standard POP3, SMTP, or IMAP protocols.

- We have approximately 120 named users within TI

Carahsoft Response – ServiceNow is priced based on named IT users. Our cost proposal has included support for these users.

- We estimate that we would have approximately 75 concurrent users.

Carahsoft Response – ServiceNow prices based on named user so this is not applicable.

- 4000 users / devices within the city

Carahsoft Response – ServiceNow does not charge for Requester Users, which are those end users who need to log in to request services using the system.

- Standard Browser is IE 10/11

Carahsoft Response – Supported. – ServiceNow supports most modern browsers, including:

- Firefox – Latest public release

- Chrome – Latest public release
- Internet Explorer – v9 and up
- Microsoft Edge– Latest public release
- Safari – 6.1 and up

- Mobile Devices are iPhone / iPad

Carahsoft Response – All models of iPhone and iPad® running iOS 7 and above are supported. Safari® is supported.

3.2. The following details the features the Department is seeking in the new system:

- Customer Service Portal
  - Allows customers to put in their own requests
  - The portal would require workflow as some requests will require management approval
  - The portal should also allow customers to check the status of their tickets at any time
  - Portal should have responsive design

Carahsoft Response – Standard ServiceNow Feature - The ServiceNow Employee Self Service portal (ESS) enables employees to submit and check on the status of incidents, to search service catalogs and submit requests for standardized goods and services, and to search databases for known error problem resolutions.

ServiceNow also includes social IT features that enables: --Chat provides another way for business users to contact the service desk, and a way to make the service desk more efficient, and LIVE creates a company feed that is used to share information around the business, and provide "level - 1" support.

The ServiceNow Employee Self-Service Portal can be accessed from any browser. It allows end users to browse the service catalog, enter tickets, perform common task like password reset, open service requests, order services or equipment, review open tickets, view request statuses and even take surveys.

Additionally, the ServiceNow Content Management System allows customers to define their own unique service request portal that is entirely branded and easily matches corporate Web standards.

- Mobile access for technicians
  - Mobile functionality should include the ability for technicians to open and close tickets in the field.
  - Ability to assign tickets to techs in the field based upon their location
  - Technicians can receive tickets in the field

- Will work on all mobile devices (the City primarily uses iPhones / iPads; however, there are some Android users)

Carahsoft Response – ServiceNow provides a native iOS Mobile app that displays a native mobile UI when users access a ServiceNow instance from the iOS mobile app. Native mobile app UI features include:

- Incident Management: Take action immediately and securely, with a mobile-first experience designed for you and your team.
- Connect & Presence: Stop killing productivity with email and collaborate directly with the people that matter, when it matters the most.
- Get The Full Picture: With activity streams and push notifications, get the context you need and know exactly what's going on the moment it happens.
- Decisions at a Glance: With Apple Watch you can get instant notifications and realtime updates without ever taking your iPhone out of your pocket.
- Workflows On-The-Go: Access your enterprise Service Catalog or make approvals on the way to your next meeting, directly from your iPhone.
- Favorite icons on the home screen
- Visualizations such as record counts and bar charts on favorite icons
- Button to view the full application navigator
- Single column list views
- Swipe-based UI actions
- Improved list filter creation
- Access the activity stream from lists and forms
- Native UI experience for the Service Catalog
- Native UI experience for Connect Chat
- Push notifications for Connect Chat
- Push notifications for record updates
- Geolocation data
- The following devices, operating systems, and browsers are supported by the smartphone interface.
- All models of iPhone or iPads running iOS7 and above.
- Android™: Android version 4.0/Ice Cream Sandwich and above. Use the latest available version of Chrome to access the ServiceNow smartphone interface on Android devices. Native browsers and older versions of Chrome support major ServiceNow functionality, but have some known issues.
- BlackBerry®: All Blackberry devices running Blackberry 10 and above.

- Robust Asset Management Module:
  - TI would like to track all assets, including, but is not limited to, the following:
    - Workstations
    - Laptops
    - Desk phones / phone numbers
    - Monitors
    - Keyboards

- Workstation accessories
- Software Licenses (i.e. Visio, MS Project, etc.)
- Cameras
- Parts
- Servers
- TI would like to utilize bar coding

- TI currently uses Splitware by Mobile Reach
- TI is interested in RFID tracking
- Use of a Virtual Store Room
- Ability to pull asset reports
- Ability to set re-order points and re-order quantities on basic items for automatic notifications

Carahsoft Response – ServiceNow provides an Asset Management applications that meets these requirements. ServiceNow Asset management integrates the physical, technological, contractual, and financial aspects of information technology assets.
Asset management business practices have a common set of goals.

- Control inventory that is purchased and used.
- Reduce the cost of purchasing and managing assets.
- Select the proper tools for managing assets.
- Manage the asset life cycle from planning to disposal.
- Achieve compliance with relevant standards and regulations.
- Improve IT service to end users.
- Create standards and processes for managing assets.

Most successful ITAM programs involve a variety of people and departments, including IT, finance, services, and end users.

The Asset Management Overview module displays various asset management gauges showing information such as configuration item by manufacturer, computers by manufacturer, configuration item types, and asset information for a specific vendor. It also includes a gauge showing pending asset retirements for the current week, month, and year.

RFID Scanning integrated into the ServiceNow Asset Management process is supported by 3rd party Bar Code and RDIF scanning applications. The ServiceNow Store has several Bar Code and RFID scanning applications from certified ServiceNow partners, and can be viewed here. Please note that MobilReach is a certified ServiceNow partner and has provided their MobilReach Splitware IT Asset Management App as a certified ServiceNow integration, and is available in the ServiceNow app store.

ServiceNow provides Stockrooms as separate, standalone entities in the Asset Management application. Stockrooms are places to which assets are assigned. Stock rules are defined criteria

stating that when inventory of a particular asset in a particular stockroom reaches a specified threshold, a certain number should either be transferred from another stockroom or ordered from a vendor. When stock is low on a particular asset, stock rules can either notify an asset manager or automatically transfer inventory from one stockroom to another.

- Financial Module
  - Ability to reconcile customer requests and create an invoice at the end of the month
  - Ability to pull financial reports for month end billing
  - Ability to charge to cost centers for work-orders and purchases (time & materials???)

Carahsoft Response – These requirements are met with the ServiceNow Cost Management application. Cost management tracks asset & configuration item costs. The costs can be allocated to business units and used in reports.

- Using rate cards.
- Defining configuration item (CI) costs.
- Tracking one-time costs for CIs.
- Processing recurring CI costs to generate expense lines.
- Distributing bulk costs to multiple expense line sources.
- Tracking costs related to tasks and projects.
- Aggregating configuration item costs and charging the total cost to a business service or application.
- Allocating expense lines to business units with flexible allocation rules.
- Tracking planned and actual budget costs by cost center.

Cost Management Options - Use the following cost management options to plan and control business costs.

- Create rate cards to properly track configuration item, contract, task, and labor costs.
- Create expense lines and expense allocation rules.
- Aggregate configuration item costs and apply the total cost to a business service or application using relationship paths.
- Create distribution costs and distribution cost rules to divide costs between a group of records.

- Interfaces
  - LANdesk
  - HP OpenView; ability to automatically create tickets
  - Telesoft
  - Crystal Reports
  - Interface to city phone system (Screen Pops)
  - Interface to HR System for New Hire on Boarding

Carahsoft Response – ServiceNow integrates with many third party applications and data sources. The most common integrations are with CMDB, Incident Management, Problem Management, Change Management, User Administration, and Single Sign-on. A variety of techniques can be used, most notably Web Services, JDBC, LDAP, Excel, CSV, and Email, as well as any industry standard technologies that use SOAP, REST, or WSDL. Additionally, API and command-line integrations can be done using a ServiceNow MID Server.

Technologies

The ServiceNow platform is based on service-oriented architecture (SOA), in which all data objects can use web services to access bi-directional data-level integration. The interface is also direct and dynamic because all modifications to existing objects and all new objects are automatically published as a Direct Web Service. A more indirect web service creation and usage can be achieved through Mapped Web Service where a transform map is used to gather incoming web service data into the final targeted tables. Finally, an advanced Scripted Web Service technique is available for defining process-based web services, where data is irrelevant, but serves more as a trigger for a process or a composite of actions that execute at the server.

Additionally the platform offers a rich interface for loading external data using import sets. Using this feature, you can load from various data sources such as HTTPS, FTPS, and SCP using file formats such as XML, CSV, and Microsoft Excel XLS files. Information can also be pulled from a data source using a direct JDBC connection, provided the network connectivity allows. Information can be pulled from the platform to an external platform using an ODBC Driver.

Forms, lists, and reports on the platform can be accessed directly using a URL, which facilitates integration on the UI level between two or more web applications.
A handful of single sign-on technologies is identified and implemented out of the box to allow fast integration with your portal, however, the technique is customizable in a script to allow for flexibility in the different SSO environments our customers have.

- Service Desk
  - FAQ section
  - Notification to Management/Supervision on ticket status
  - Chat feature
  - Password Reset
  - ITIL practices
  - Easy to use reporting system
  - Ability to recognize if the same issue has been submitted, grouping topics together.
  - Service Requests or Change Requests have the ability to spawn "child" tickets.

Carahsoft Response – FAQ section – This requirement is met as part of the ServiceNow Knowledge application, which displays knowledge articles and social Q&A questions organized by knowledge base and category, as well as featured content and popular articles.

- Notification to Management/Supervision on ticket status section – This requirement is met as part of ServiceNow platform Notification feature. Notifications keep users informed of events that concern them.
- Users can subscribe to notifications of interest or unsubscribe from notifications that they do not want with the subscription based notifications feature.
- The subscription based notifications feature enables users to subscribe to notifications of interest or unsubscribe from notifications that they do not want . This feature also enables administrators to send mandatory notifications that users cannot block. A separate interface enables you to select the devices and service providers for SMS notifications.
- For email messages, an administrator writes a simple form email that is sent out every time a certain event occurs. The Email Notification form uses variables to return field values from the table generating the notification. For example, an email notification generated by an incident can contain information about who opened the incident, the incident's priority, and the description.
- Users can enable or disable the email notifications for themselves. They can also define more specific rules regarding which email notifications to receive if subscription based notifications are active. Users who receive email notifications can respond to the email, which triggers an inbound email action. Inbound email actions are the other half of the communication functionality that email notifications provide. By responding to email notifications, users can interact with the system through their email provider, without logging in to the instance.
- Chat feature - This requirement is met with the ServiceNow Connect, a real-time messaging platform that connects you to your coworkers, bypassing email and static documents.
- Connect integrates with other features within the system, such as Visual Task Boards, Human Resources Service Management, and Customer Service Management. The Connect interface overlays the standard interface, which allows users to participate in conversations while they work.
- Connect contains the following features:
- Connect Chat: Enables users to chat with individuals and groups, quickly share files, and collaborate on any record by connecting with the right people instantly.
- Connect Support: Enables support agents to provide real time assistance to end users, using queues.
- Password Reset - The ServiceNow Password Reset application allows end users to use a self-service process to reset their own passwords on the local ServiceNow instance. Alternatively, your organization can implement a process that requires service-desk personnel to reset passwords for end users. You can also subscribe to the Password Reset Orchestration Add-on plugin, which provides the ability to reset passwords on Active Directory and other credential stores. Orchestration is available as a separate subscription.

- ITIL practices - ServiceNow enables these ITIL v3 processes

Service concept	Processes:
Design	• service level management • availability management • capacity management • supplier management • service catalog management
Transition	• change management • knowledge management • asset management • configuration management • release management
Operation	• request fulfillment management • event management • incident management • problem management • facilities service automation

- Easy to use reporting system
- ServiceNow offers dynamic and intuitive reporting out of the box. Our reporting allows flexible perspectives of metrics, tracking and definition of KPIs, trending and analysis of any data in the system. Additionally, graphical workflow such as SLA Management and escalation can proactively monitor task status during execution.
- Service Requests or Change Requests have the ability to spawn "child" tickets.
- This is a standard ServiceNow platform feature.

- Miscellaneous:
  - Change Management Feature
    - Ability to show system changes that will be implemented during a defined time frame
  - Management Dashboards for KPIs
  - Configuration Management Database
  - Logical Map view if systems are down

- The ability to add separate user groups to application and keep the data workflow and view of the information separately
  - Example: TI uses the services desk for technical support needs, but Police may want to use the application to track business requests

Carahsoft Response – Change Management Feature
ServiceNow Change Management offers ITIL aligned processes for normal, standard, and emergency changes.

Normal change

Normal change follows the complete change lifecycle including peer or technical approval, change management, and Change Advisory Board (CAB) authorization before being implemented, reviewed, and closed.

Standard change

Standard changes are often considered routine. This is a change that is frequently implemented, has repeatable implementation steps, is considered low risk, and has a proven history of success. Standard changes are considered pre-approved and follow a shorter lifecycle omitting the peer approval and CAB authorization steps. They proceed directly into a scheduled change ready for implementation. Standard changes can be stored in a catalog of templates approved by Change Management to make the process of raising them more efficient. This also enables Change Management to control the changes they have authorized as standard.

Emergency change

Emergency changes cover both fix on fail or retroactive situations where the impact to service has already been experienced, and fail or fail situations where the impact to service is imminent if action is not taken. These changes do not follow the complete lifecycle of a normal change due to the speed with which they must be authorized. Therefore they progress directly to Change Management and CAB authorization.

Management Dashboards for KPIs – ServiceNow Performance Analytics enables visualization of data that is collected over time. This data reveals trends, which you can use to make real-time adjustments and improve how your business functions. You can use performance analytics to align resources, systems, and employees to strategic objectives and priorities.

- The single system of record approach within the ServiceNow platform allows you to measure and drive performance faster, easier and more engagingly within and across all service request management processes. Provide time-based perspectives of relevant data and focus on trend anomalies to prompt action.
- With Performance Analytics, companies can:
  - Drive performance: Provide actionable insight on each level and for every role using key indicators, mobile-enabled scorecards, time charts, analytics, drill-downs, and dashboards.

- Establish a single version of truth: Share clear, up-to-date visualizations of performance across teams and organizations, establishing a single version of truth as the basis for objectively discussing service delivery and driving behavioral change.
- Realize fast time-to-value: Implement business intelligence within the base ServiceNow system within days, instead of months, and make better use of the time and money that currently go into labor-intensive manual reporting.
- Managing business performance facilitates the effective delivery of strategic and operational goals. There is a clear and immediate correlation between using performance management applications and improved business and organizational results. Performance Analytics can yield a range of direct and indirect benefits, operational efficiency benefits, and by unlocking the latent potential in every employee's workday. That is, to help employees focus on work activities that really matter.

- Benefits of using performance management may include:
  - Align the organization with company goals.
  - Decrease time required to create strategic or operational changes by communicating the changes through a new set of goals.
  - Increase overall quality of services.
  - Lower cost of services.
  - Improve availability of services.

Configuration Management Database - The ServiceNow Configuration Management (CMDB) application provides core functionality for the configuration management database, including modules for hardware and configuration items. The separate Extended CMDB plugin includes a collection of modules for specialized configuration items, such as radio hardware, test equipment, and voice system hardware.

Logical Map view if systems are down – ServiceNow Dependency Views graphically displays an infrastructure view for a configuration item and the business services that it is part of and that it supports. Dependency Views indicates the status of its configuration items, and allows access to the CI's related alerts, incidents, problems, changes, and business services. The maps generated by Dependency Views are based on D3 and Angular technology, providing a modern interactive graphical interface to visualize configuration items and their relationships.

The ability to add separate user groups to application and keep the data workflow and view of the information separately
Example: TI uses the services desk for technical support needs, but Police may want to use the application to track business requests
ServiceNow meets this requirement with 2 platform features:

Access Control Lists (ACLs) - A ServiceNow instance uses access control list (ACL) rules, also called access control rules, to control what data users can access and how they can access it. ACL rules require users to pass a set of requirements in order to gain access to particular data. Each ACL rule specifies:

- The object and operation being secured
- The permissions required to access the object

The system searches for ACL rules that match both the object and operation the user wants to access. If there are no matching ACL rules for the object and operation combination, then the object does not require any additional security checks and the instance grants the user access to them. By default, the system provides ACL rules to restrict access to all database and configuration operations.

After finding a matching ACL rule, the system evaluates if the user has the permissions required to access the object and operation. If a user meets the ACL rule permissions, the instance grants the user access to the listed operation on the object. If a user does not meet the ACL rule permissions of the first matching rule, the system evaluates the next matching ACL rule. If the user fails to meet the ACL rule permissions of any matching ACL rule, the system denies the user access to the operation on the object.

Domain Separation - Domain separation is a way to separate data into (and optionally to separate administration by) logically-defined domains.
Domain separation is best for those customers who need to:

- Enforce absolute data segregation between business entities (data separation).
- Customize business process definitions and user interfaces for each domain (delegated administration).
- Maintain some global processes and global reporting in a single instance of ServiceNow.

- Purchasing Module (optional)

Carahsoft Response – The ServiceNow Procurement application enables users with an appropriate procurement role to manage asset purchase order information. Procurement managers can use the Procurement application to create purchase orders and to obtain items for fulfilling service catalog requests. Procurement offers the ability to:

- Track service catalog requests
- Create and manage purchase orders
- Create and manage transfer orders
- Receive assets

Accurate purchase order information is important for invoice tracking, receiving, and reporting in ServiceNow. The Procurement application also provides direct access to service catalog requests. You can create purchase orders and transfer directly from requests.

- Project Management Module (Optional)

Carahsoft Response – The ServiceNow Project Management application includes tools to help you create, view, and manage projects:

- Project workbench gives project managers the ability to manage the different aspects of a project from a single page. This workbench supports both Project Management and Application Lifecycle Management applications, allowing for a hybrid approach to project management. Project managers can create projects that combine both Waterfall and Agile methodologies by using Waterfall, Agile, and Test phases.
- Project templates define the basic structure of a project, including project tasks and sub-tasks, attachments, and other project information. The project template feature gives project managers a simple way to create, save, and reuse this project structure.
- Project Management also includes features that enable you to achieve your project goals in alignment with the other activities your organization is managing, such as:
- Integration with other features and applications on the platform, such as change management, resource management, and reports.
- Easy-to-read Gantt charts and Work Breakdown Structure lists that help you visualize large projects with complex relationships and dependencies.
- A project is any planned, collaborative effort that is designed to achieve an objective. The Project application not only helps you plan and track projects, it integrates with other applications. For example, if an incident, problem, or change is large enough to require an entire project to manage, create projects from an incident, problem, or change form.

The ServiceNow Project Management application enables the management of portfolios, projects, tasks, and resources, including configuring the following PPM components, as needed:

- Project Tasks, Dependencies, and Relationships
- Project phases, states & lifecycle, tasks, and subtasks
- Resources & Assignment Groups
- Planned and Actual dates, durations, and costs
- Portfolio scope, categories, states & lifecycle, prioritization
- Portfolio milestones, risks, costs
- Portfolio Planned and Actual dates, durations, and costs
- Project & Portfolio KPIs, metrics, and reporting
- Project & Portfolio homepages, dashboards, and interface components
- Reporting, Metrics, and KPIs

8. WARRANTY/MAINTENANCE AND SERVICE

Please specify in detail the following:

8.1 The length and terms of the warranty/maintenance and service provided with each piece of equipment and/or software to be installed.

Carahsoft Response – ServiceNow warrants that during the Subscription Term Customer's production instances of the Subscription Service shall materially conform to the Product Overview (Appendix 2.) Please see Appendix 9 – Section 5 WARRANTIES of the ServiceNow Subscription Service Agreement for details.

8.2 Available warranties for all installed equipment and/or software shall be identified by the selected contractor, who will inform the City of Long Beach of any and all available remedies to make a claim for warranty service as necessary under the written terms of the equipment or software warranty contract.

Carahsoft Response – Please see Appendix 9 – Section 5 WARRANTIES of the ServiceNow Subscription Service Agreement for details.

8.3 Contractor shall warrant that all equipment, design work, and services to be provided as specified in the RFP shall be free from defects and workmanship for a period of at least one-year from the date of final system acceptance by the City of Long Beach unless otherwise negotiated as an exception or exclusion to the contract.

Carahsoft Response – Carahsoft complies with the requirement.

8.4 Contractor must specify if subcontractors will perform warranty/maintenance/service, Locations where warranty/maintenance service will be performed, along with contact Name(s) and phone number(s) for each location.

Carahsoft Response – Not applicable. Carahsoft is a reseller of ServiceNow and Alcor and will not be subcontracting warranty/maintenance/services.

8.5 Detail how a major component failure will be a handled to ensure no or minimal loss of service.

Carahsoft Response – ServiceNow's data centers and cloud-based infrastructure have been designed to be highly available. All servers and network devices have redundant components and multiple network paths to avoid single points of failure. At the heart of this architecture, each customer application instance is supported by a multi-homed network configuration with multiple connections to the Internet. Production application servers are load balanced within each data center. Production database servers are replicated in near-real time to a peer data center within the same geographic region.

AHA is leveraged for customer production instances in several ways:

- In the event of the failure of one or more infrastructure components, service is restored by transferring the operation of customer instances associated with the failed components to the peer data center.
- Before executing required maintenance, ServiceNow can proactively transfer operation of customer instances impacted by the maintenance to the peer data center. The maintenance can then proceed without impacting service availability.

This approach means that the transfer between active and standby data centers is being regularly executed as part of our standard operating procedures – ensuring that when it is needed to address a failure, the transfer will be successful and service disruption minimized.

Please see Appendix 6 – ServiceNow Advanced High Availability White Paper for details.
ServiceNow Customer Support is available 24 hours a day, 7 days a week, including all holidays. Please see Customer Support Policy section of Appendix 8 – ServiceNow Subscription Service Guide for details.

9. Company Background and References

9.1 Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

9.1.1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (http://www.sos.ca.gov/business/).

Carahsoft Response – Carahsoft Technology Corp was incorporated in Maryland, on 10/25/1999.

ServiceNow, Inc. is incorporated in the State of Delaware with its headquarters in Santa Clara, CA.

Alcor was incorporated in August 28th 2008 in the State of California with its global headquarters in Dublin California and regional headquarters in La Mirada, CA. Alcor is a certified California Small Business and has Minority Owned & Woman Owned certifications.

9.1.2. Location of the company offices.

Carahsoft Response – Carahsoft Technology Corporation's headquarters is at 1860 Michael Faraday Drive, Suite 100, Reston, VA 20190.

ServiceNow has offices throughout the world: http://www.servicenow.com/contact-us.locations.html. Headquarters is at 2225 Lawson Lane, Santa Clara, CA 95054.

Alcor Solutions has an office at 14241 East Firestone Blvd. Ste 400 La Mirada, CA 90638

9.1.3. Location of the office servicing any California account(s).

Carahsoft Response – ServiceNow provides services and support from offices around the world including San Diego and Santa Clara in California. The subscription service will be hosted in a data center pair located in the United States (currently San Jose, CA and Culpepper, VA).

Alcor implementation support will be provided by the La Mirada office.

9.1.4. Number of employees both locally and nationally. Specify number of full-time employees residing in Long Beach.

Carahsoft Response – Carahsoft has 550 employees nationally.

ServiceNow has more than 3700 employees globally. The major California offices are in San Diego and Santa Clara. ServiceNow does not disclose employee residence information.

Alcor has more than 260 employees globally. The major California offices are in Dublin and La Mirada, CA 90638.

9.1.5. Location(s) from which employees will be assigned.

Carahsoft Response – Please refer to 9.1.3.
The local ServiceNow account team is based in Southern California.

The key account team members from Alcor will be based in Southern and Northern California.

9.1.6. Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.

Carahsoft Response – Jessica Robertson, 1860 Michael Faraday Drive, Suite 100, Reston, VA 20190. Jessica.robertson@carahsoft.com/703-889-9887

9.1.7. Company background/history and why Contractor is qualified to provide the services described in this RFP.

Carahsoft Response – ServiceNow is a leading provider of enterprise cloud computing solutions that define, structure, manage and automate services across the global enterprise. Our mission is to help the modern enterprise operate faster and be more scalable by applying a service-oriented lens to the activities, tasks and processes that comprise day-to-day work life. Our solutions, and the custom solutions built by our customers and partners, all of which are delivered through our highly flexible and scalable platform, are empowering enterprises to change the way people work.

Approximately 3,000 customers rely on ServiceNow to run their businesses, including 32% of the Forbes Global 2000, over half of the Fortune 100, and thousands of small and medium sized organizations. Our customers span almost every industry and vertical from finance, energy, and education to governments and managed service providers—in over 50 countries. And customers stay with the platform; ServiceNow had a greater than 98% customer retention rate in 2015, including over 99% in Q4. To view customer success stories, please visit http://www.servicenow.com/customers.html.

In 2004, ServiceNow pioneered the cloud-based delivery of information technology (IT) service management applications that helped enterprises define and structure services and workflows, provide an intuitive user experience and knowledge base, implement service delivery, establish service level agreements and provide analytics. Today, we provide cloud-based service management and business management solutions that address the needs of many departments within an enterprise, including IT, human resources (HR), facilities, field service, marketing, customer service, security, legal and finance. Our service management solutions are built on our proprietary platform that also allows customers to easily create, by themselves or with our partners, their own service-oriented applications for use in departments across the enterprise.

We also provide a suite of IT operations management (ITOM) solutions that enhance visibility of business services and infrastructure with a single system of record, increase service availability and maximize operational agility. By capturing and correlating service and infrastructure events across multiple IT systems and monitoring tools, our ITOM solutions help enterprises easily detect and diagnose service issues and restore services more quickly. Through the use of predictive analytics, our ITOM solutions can

also predict infrastructure and business service issues, resulting in a less reactive and more proactive IT organization.

We deliver our software applications via the Internet as a service, through an easy-to-use, consumer-like interface, which means they can be rapidly deployed and easily configured.

We market our services to enterprises in a wide variety of industries, including financial services, consumer products, IT services, health care and technology. We sell our solutions primarily through direct sales and to a lesser extent through indirect channel sales. We also provide a portfolio of comprehensive professional services to customers through our professional services experts and a network of partners.

We were incorporated as Glidesoft, Inc. in California in June 2004 and changed our name to Service-now.com in February 2006. In May 2012, we reincorporated into Delaware as ServiceNow, Inc.

Alcor Solutions Inc. ("Alcor") is a technology implementation and system integration company focusing on Enterprise, Non-Profit Institutions and Government technology projects and professional staffing in the enterprise applications, IT Service Management, systems integration, and enterprise collaboration domains.

Alcor's focus is consistent technology excellence. We work with our clients in implementing IT projects as well as provide staff augmentation solutions to meet their specific needs. Our consultants are not narrow specialists, but know how to work and support broader roles within a client organization. Given the size and varying requirements placed on an ITSM client team, we believe this is a key differentiator for us. Alcor has helped enterprises, higher education institutions and government entities implement ITSM, collaboration and custom software and is well aware of various policies, IT & PMO practices as well as key compliance requirements, such as SOX Type 2 reporting and BASEL II. Whether it is a defined IT project, or an IT staffing requirement, Alcor consultants are well trained and supported by our delivery templates and extensive knowledgebase across different technologies and vertical domains.

Service Management, including HR onboarding & off boarding solutions is one of Alcor's key business focus areas. We have a strong experience in assisting clients in requirements gathering, process definition of various ITSM processes based on the ITIL v3 framework and implementing ITSM software.

For ITSM software implementation, we are a **preferred partner of ServiceNow** in California.

servicenow

Alcor's expertise extends across the entire ServiceNow platform & it has supported some of its most extensive integrations with other Enterprise Applications.

Our ITSM approach is based on the belief that for effective service delivery, IT should be viewed as an interconnected system geared towards creating, delivering and sustaining value through delivery of IT services. As such, we pay close attention to process design and adoption not just within the IT Infrastructure & Operations but also among other IT departments such as Applications, Design & Engineering, etc.

The graphic below showcases our other service streams. We have partnered with market leading cloud software companies such as Salesforce, Microsoft & Mulesoft to implement and integrate their service offerings.

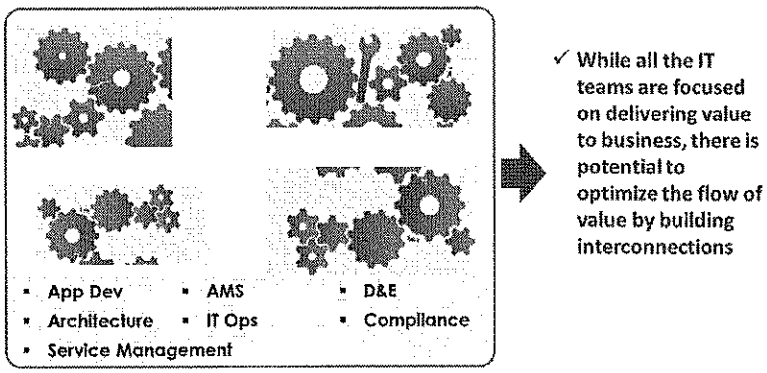
Alcor has been in business since 2008 and has been providing ITSM advisory and implementation services since 2008, for more than six years.

Alcor is a **certified California Small Business** as well as has **Minority Owned & Woman Owned certifications**. Please see Appendix 10 to see certifications.

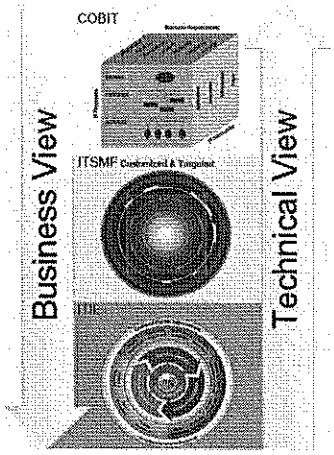
Alcor Solutions for ITSM

Building IT service delivery models and assessing their effectiveness is a core competence for Alcor. We have performed numerous assessments and advised on improving the effectiveness of ITSM processes and service desk through developing better policies & processes and implementing technology solutions to automate and reduce costs of IT service delivery and operations. We have trained service desk staff and also helped develop service levels (SLAs) for internal as well as vendor driven services.

Effective, end to end customer service requires an integrated IT service delivery process that is based on common standards, best practices and is well adopted across various IT organizations. We have often noticed that in many of our clients, IT organizations work largely with an inward focus on achieving their specific objectives and leveraging separate methodologies to create value for the end customer. However, that often leads to overall IT service delivery being fragmented as the graphic below illustrates.



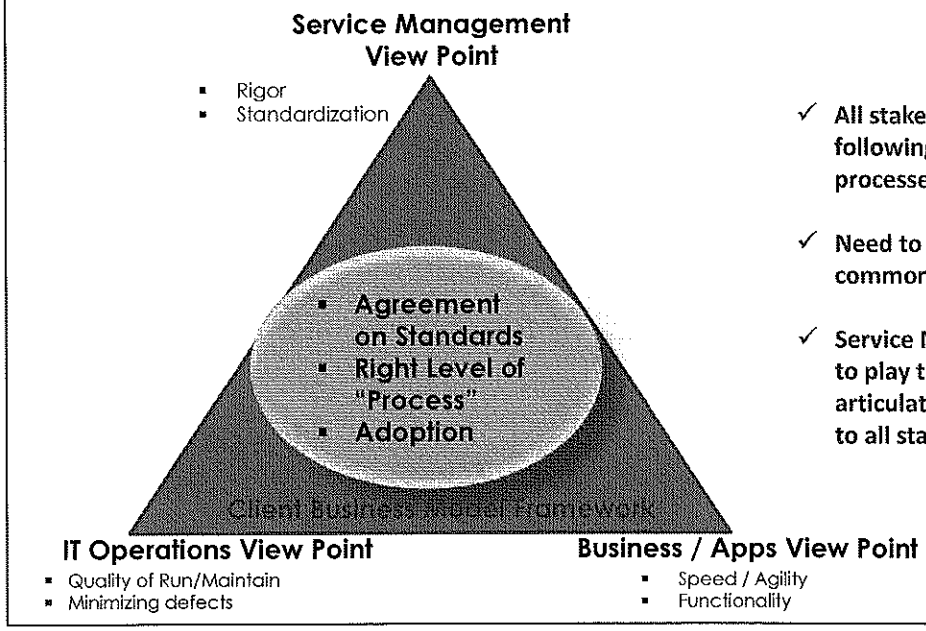
Alcor believes that for effective service delivery, IT should be viewed as an interconnected system geared towards creating, delivering and sustaining value through delivery of IT services. It requires an effective service management process that seamlessly links various IT service delivery processes such as Service Requests, Incident & Problem Management, Change Management, Configuration (CMDB), Asset Management and other related ITIL based processes.
The key to building an effective, SLA based IT service delivery model is to ensure that it is based on three pillars of IT service delivery:



- IT Operations
- Applications Development & Management
- Service Management

It is important to note that whenever an IT service delivery model, service level (SLA) creation and an ITSM approach is designed that stresses any one of these pillars more than others, it will lead to an imbalance and reduce the overall effectiveness of the service delivery model. We have often seen clients either build a process that is too rigorous to follow (e.g. each Change requiring multiple days), too centralized (leading to bottlenecks) or too fragmented between departments (lack of standardization). Each of these causes ultimately leads to inefficiencies and friction between IT organizations/departments. We believe that an effective ITSM process is an enabler of service delivery, not a roadblock in responding to customer requests for IT service delivery. So, it is essential to understand and design the process correctly before implementing any software tool suite. The following graphic showcases our approach to an effective process design:

Alcor believes that it is critical to have common ground and interface for all stakeholders for effective IT Service Management

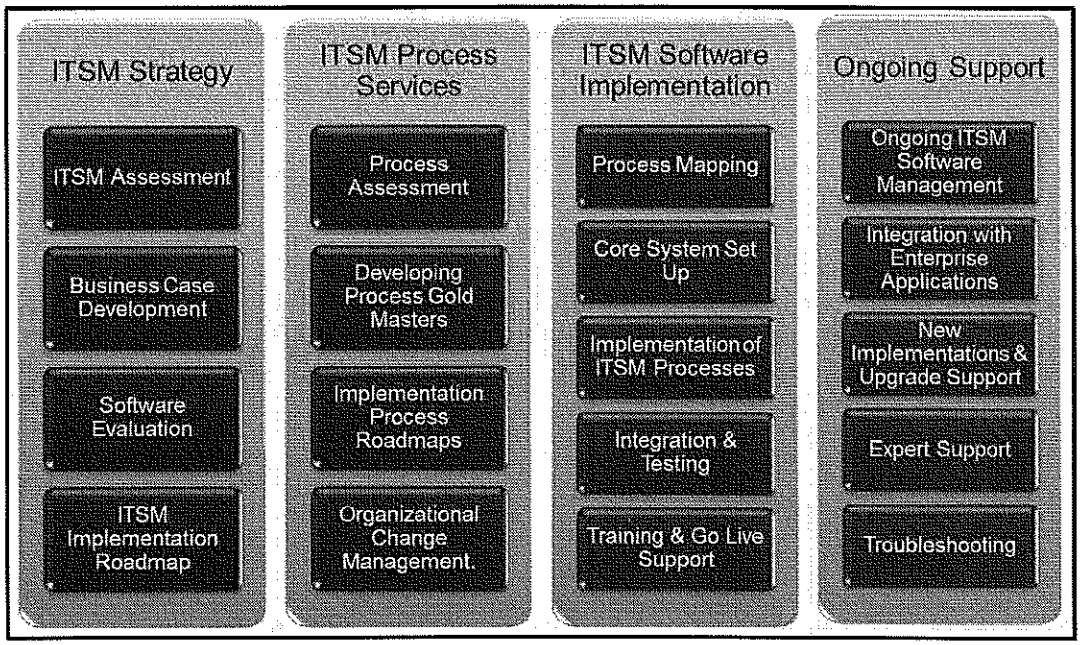


- ✓ **All stakeholders are following standards and processes**
- ✓ **Need to build interfaces and common medium**
- ✓ **Service Management needs to play the role of defining / articulating business value to all stakeholders**

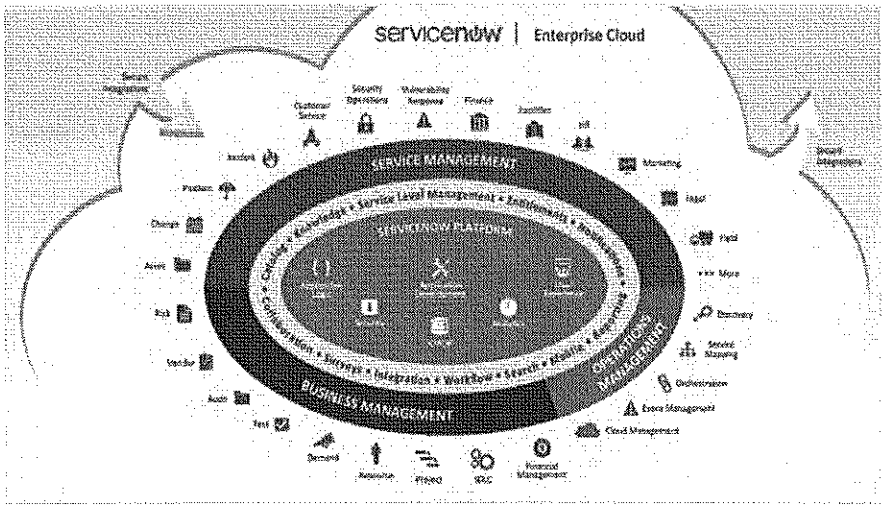
One of the core customer service principles is managing by performance. This requires analyzing and establishing SLAs that are relevant and help measure performance objectively. Alcor consultants have assisted clients to develop SLAs for IT operations across the entire spectrum of IT infrastructure – service desk & desk side support as well as application management. Our methodology integrates the process of analysis and implanting the right SLAs through technology in our ITSM framework.

Alcor's ITSM consulting offering is based on an end-to-end approach of building the right strategy for a client, designing appropriate processes that will work in the specific culture of that client and then implementing the right software tool suite to automate the chosen processes.

The following graphic showcases our offerings for ITSM domain:



Alcor implements and helps its clients manage all aspects of the latest ServiceNow platform offerings, **including development and implementation of SLAs,** as shown below:



9.1.8. Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.

Carahsoft Response – ServiceNow has been providing services described in this RFP for 11+ years. Please see description in 9.1.7.

Alcor has been in business since 2008 and has been providing ITSM advisory and implementation services since 2008, for more than eight years for various public sector customers.

9.1.9. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

Carahsoft Response – Please refer below for the implementation team resumes.

Resume 1: Amit Singh, Senior Vice President and Sponsor
Amit is a Senior Vice President at Alcor. Amit is a senior executive with the firm and heads its IT strategy and ITSM Consulting business. He possesses significant international management consulting experience and has a deep understanding of the outsourcing industry. Amit has more than 20 years of management and consulting experience with some of the best names in the industry, including PriceWaterhouseCoopers, Avasant (Founding Partner) & Gartner. Amit has led several engagements over his career with Government clients such as Counties of Monterey, Sacramento, Orange, San Diego, Los Angeles; Department of Industrial Relations, CA and Administrative Office of the Courts, Judicial Council, CA.

Amit has extensive experience as a Provider of outsourcing services as well as an advisor to the top executives of client organizations. He is Board room seasoned and has led numerous presentations to CIO/CFOs of Fortune 500 companies and Government entities. He has negotiated and been involved with more than a hundred consulting and software implementation & management deals in his career, ranging from $50 million contract value to $600 million contract value in IT Applications, Infrastructure as well as various business processes outsourcing.

Amit is a performance oriented achiever with an excellent track record for identifying opportunities for accelerated growth and improving business performance and efficiency. He has broad experience growing and managing a consulting business and serving a large portfolio of clients across industries, countries and service lines. His track record includes achieving repeat success with start-ups and new business initiatives and is experienced with M&A.

Amit's consulting experience spans full life-cycle sourcing experience from sourcing strategy, design, evaluation and contract negotiation to implementation, delivery and management. Amit has led the design and execution of mission critical sourcing and program management in the healthcare, manufacturing, oil and gas, automotive, financial services and technology industries. Amit has published various articles on outsourcing as well as spoken in many conferences on the subject.

Resume 2: Arnold De La Fuente, Senior Engagement Manager
Arnold has been in IT services for over Nineteen years, he joined Alcor as a Senior Engagement Manager overseeing several key ITSM accounts, His contributions to clients range from operational oversight, operational assessments, designing solutions, and project management of ITSM, and PPM engagements for Alcor. He also brings a strong understanding of Datacenter operations experience to include infrastructure management and facilities management. Arnold is currently overseeing a number of PPM implementation projects for Alcor.

As a senior Engagement Manager, Arnold is responsible for client relationship management, Delivery and the overall implementation of project (s) within client's program. Arnold also leads Alcor's Engagement Management function on the West Coast.

Arnold offers formal management and industry knowledge which he has attained from continual education and real world experience. A couple of examples are; managing large scale asset management projects to include datacenter moves, and asset inventory/tracking solutions for a large scale multi location data warehouse/outsourcing company. Arnold's knowledge base is rooted in industry knowledge and continual training such as ITIL v3 certifications, along with his undergraduate degree in IT Technical Management. Arnold's attention to detail and execution is an asset that has produced successful results on many engagements at Alcor.

Certifications:

- ITIL v3 Foundations Certified

Resume 3: Mario Vivas, Senior Consultant and Business System Analyst
Mario Vivas is an ITIL v3 ITIL Expert with proficiency in Project Management with Systems Development Life Cycle (SDLC). He has a deep understanding of Change Management and Organizational Behavior in order to effect positive growth of the business. Mario's strong business acumen drives a focus on customer satisfaction while recognizing and achieving company goals and objectives. Mario has excellent interpersonal skills, and is an outstanding team leader and member adapting easily to changing priorities.

Mario is an active Senior Process Consultant at Alcor, facilitating workshops across North America for ITSM initiatives and PPM implementations. He also leads Alcor's PPM implementation practice.

Mario is the only certified ServiceNow trainer in Canada who can teach the System Administrator course. He has facilitated over 10 classes including in Toronto, Chicago, Phoenix, and San Diego and at the ServiceNow Knowledge conferences. He is also able to teach the ServiceNow Project Portfolio Management class.

Certifications:

- ITIL Expert Designation

- Certified ServiceNow System Admin
- Certified ServiceNow System Admin Trainer

Resume 4: Darrin Lade, Senior Consultant and Technical Lead
Darrin is a Senior Consultant and Technical Lead at Alcor. Darrin has 13 years of experience in Information Technology working with Fortune 500 Corporations. Darrin has in-depth workflow and process design skills pertaining to automation and remediation (ServiceNow and Symantec Service Desk/Altiris/Heat) and has extensive experience in asset tracking and management experience using AMS tools(ServiceNow and Symantec Service Desk/Altiris). His core skills includes:

- Javascript, XML, and HTML scripting skills
- Tivoli Monitoring administration – ITM(OS Monitoring) Netcool Suite(Event handling) and ITNM(Network Monitoring)
- Webservice integration skills with ITSM tools(ServiceNow and Symantec Service Desk/Altiris)
- Strong Data Mining and reporting skills
- Strong hardware/software troubleshooting skills and the ability to learn new technology quickly

Darrin is a certified ServiceNow System Administrator and certified ServiceNow Implementation Specialist. He has led a number of strategic implementation projects at Alcor, including: Accelrys, SunPower, County of Monterey, Stanford Medical Center, Lionsgate, County of Sacramento, Box, Mozilla, HGST, St. Mary's College, and William Sonoma.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?
Yes _____ No __X____ Initials __JR____

9.3 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years.

Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

Carahsoft Response – ServiceNow has over 3000 customers globally. Public customer success stories are available at: http://www.servicenow.com/customers.html

We have provided some key ServiceNow customers below:

- City & County of Denver
- City of San Diego
- Cal State University Office of the Chancellor
- City & County of San Francisco
- County of Ventura
- County of Monterey
- County of Sacramento
- County of Placer
- Cal State University, Los Angeles
- St Mary's College of California

In adherence to strict confidentiality and non-disclosure agreements with our customers, we are limited in our disclosure of specific company, direct contact information or other details regarding products or services purchased by current or past customers in proposals.

The scope of these projects include all major applications on ServiceNow, including PPM implementation. We will be glad to share details if we are down selected.

9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

Carahsoft Response – Not applicable.

ATTACHMENT A

Please find Attachment A – Certification of Compliance with Terms and Conditions of RFP on the following page.

City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment A
CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES _____ NO **_____ SIGNATURE Jessie Pollerton

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
**		Please reference disclaimer in the cover letter.

ATTACHMENT C

Please find Attachment C – Statement of Non-Collusion on the following page.

City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Jessica Robertson

Authorized signature and date

Jessica Robertson, Public Sector Manager

Print Name & Title

ATTACHMENT D

Please find Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification on the following pages.

City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Carahsoft Technology Corp
Business/Contractor/Agency

Jessica Robertson
Name of Authorized Representative

Public Sector Manager
Title of Authorized Representative

Jessica Robertson
Signature of Authorized Representative

4/4/2016
Date

r20141001

City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, *Attachment –Debarment Certification*

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at *www.sam.gov* to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200

Rev 12.11.13

ATTACHMENT E

Please find Attachment E – Form W-9 on the following page.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CARAHSOFT TECHNOLOGY CORPORATION

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1860 MICHAEL FARADAY DR SUITE 100

Requester's name and address (optional)

6 City, state, and ZIP code
RESTON, VA 20190

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶** 1/19/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT F

Please find Attachment F – Equal Benefits Compliance Form on the following pages.

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance f the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

<u>The EBO is applicable to the following employers:</u>

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of $100,000 or more

- For-profit entities that generate $350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

3) Upon expiration of the contractor's current collective bargaining agreement(s).

<u>Compliance with the EBO</u>

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO,

the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Ellen Lord Title: Contracts Manager

Signature: Ellen Lord Date: 4/4/2016

Business Entity Name: Carahsoft Technology Corporation

CERTIFICATION OF COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Carahsoft Technology Corp Federal Tax ID No[redacted]
Address: 1860 Michael Faraday Drive, Suite 100
City: Reston State: VA ZIP: 20190
Contact Person: Jessica Robertson Telephone: 703-889-9725
Email: jessica.robertson@carahsoft.com Fax: 703.871.8505

Section 2. COMPLIANCE QUESTIONS

A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. _____Yes _✓_No

B. Does your company provide (or make available at the employees' expense) any employee benefits? _✓_Yes _____No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)

C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
_✓_Yes _____No

D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
_✓_Yes _____No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? _✓_Yes ____No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
____Yes ____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 4 day of April, 2016, at Carahsoft Technology Corp, 5:00pm

Name Ellen Lord Signature Ellen Lord

Title Contracts Manager Federal Tax ID No. [redacted]

ATTACHMENT G

Please find Attachment G – Secretary of State Certification Printout on the following page.

Online Forms (PDF)
Online Services
- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search
Main Page
Service Options
Name Availability
Forms, Samples & Fees
Statements of Information (annual/biennial reports)
Filing Tips
Information Requests (certificates, copies & status reports)
Service of Process
FAQs
Contact Information
Resources
- Business Resources
- Tax Information
- Starting A Business
Customer alerts
- Business Identity Theft
- Misleading Business Solicitations

Business Search - Results

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, March 25, 2016. Please refer to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

- *Select an entity name below to view additional information.* Results are listed alphabetically in ascending order by entity name.
- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

Results of search for " CARAHSOFT TECHNOLOGY CORPORATION " returned 1 entity record.

Entity Number	Date Filed	Status	Entity Name	Agent for Service of Process
C2797222	07/29/2005	ACTIVE	CARAHSOFT TECHNOLOGY CORP.	CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE

Modify Search New Search

Privacy Statement | Free Document Readers
Copyright © 2016 California Secretary of State

ATTACHMENT H

Alcor Solutions Inc. has applied for the SBE certification with the City of Long Beach by using our California wide approval; our SBE number is 1784012. Please find the COLB form on the following page.

COLB FORM SBE-2P: SBE/VSBE/LSBE COMMITMENT PLAN

SECTION 1

Project Name:	RFP IT 16-112 Service Desk Application	**Date:**	4/5/16
Prime Vendor:	Carahsoft Technology Corporation	**Prime Contract $ Amount:**	$538,781.00

Estimated $ Value of Prime's Participation:	$288,208.00	**Estimated % of Prime's Participation:**	53.5%
Estimated $ Value of SBE Participation:	$250,573.00	**Estimated SBE % of Prime Contract $ Amount:**	46.5%
Estimated $ Value of VSBE Participation:	NA	**Estimated VSBE % of Prime Contract $ Amount:**	
Estimated $ Value of LSBE Participation:	NA	**Estimated LSBE % of Prime Contract $ Amount:**	

SECTION 2 (please refer to instructions on page 2)

Business Name, City, State, Contact Person, Phone #	Indicate "SBE", "VSBE" or "LSBE"	Indicate if 1st Tier Sub, Lower Tier Sub, Vendor or Supplier	Contract With	Brief Description of Work	$ Value of Subcontract, Materials or Services	% of Total Prime Contract Value
Ex #1: ABC Land Surveyors Long Beach, CA Mr. Joe Smith, (562) 555-1212	*LSBE*	*1st tier sub*	*XYZ Prime Consultant*	*Land surveying*	*$100,000*	*20%*
Ex #2: Tom's Survey Supplies Long Beach, CA Mr. Tom Jones, (562) 555-1313	*VSBE*	*Supplier*	*ABC Land Surveyors*	*Surveying supplies*	*$5,000*	*1%*
Ex #3: Banana Blueprints Irvine, CA Mrs. Diane Tomas, (562) 555-1313	*SBE*	*Supplier*	*XYZ Prime Consultant*	*Blueprint Supplies*	*$10,000*	*2%*
Alcor Solutions Inc	SBE	Supplier	Carahsoft	Implementation Services	$250,573	46.5%

Jessica Robertson

Completed by: Prime Consultant Contact (please print or type)

703-889-9725

Phone #

Jessica Robertson

Signature

4/5/16

Date

jessica.robertson@carahsoft.com

Email

ATTACHMENT I

Please find Attachment I – Insurance on the following page.

City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th Floor
Long Beach, CA 90802

INSURANCE REQUIREMENTS

INDEMNIFICATION: Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the work under this Agreement and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

INSURANCE. As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

(a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and their officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US $1,000,000) per occurrence and Two Million Dollars (US $2,000,000) in general aggregate.
(b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US $1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach, and their officials, employees, and agents.**
(c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US $500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles.
(d) Excess liability insurance on a following form basis over (a) and (c), including, but not limited to, additional insured coverage, in an amount not less than Five Million Dollars ($5,000,000) per claim and in aggregate.
(e) Professional liability or errors and omissions liability insurance in an amount not less than Five Million Dollars ($5,000,000) per claim and Five Million Dollars ($5,000,000) in aggregate covering the services to be provided by this Agreement

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach, and their officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th Floor
Long Beach, CA 90802

INSURANCE REQUIREMENTS

Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

Contractor shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may disqualify the proposal.

By submitting a signature below, Proposer promises that insurance requirements can be provided as requested.

Printed Name:	Jessica Robertson	Title:	Public Sector Manager
Signature:	Jessica Robertson	Date:	4/4/2016

IN SUMMARY

Carahsoft Technology Corporation, ServiceNow, and Alcor appreciate the opportunity to offer this solution for the City of Long Beach's initiative.

The Carahsoft Team has proposed a superior and cost-effective solution that fully complies with the City of Long Beach's requirements set forth in Solicitation # TI 16-112. We understand the importance of your project goals, and we are confident you will benefit from this solution and our expertise.

Carahsoft looks forward to the opportunity to speak with you regarding the details of this proposal, as well as the opportunity to work with the City of Long Beach on this project.

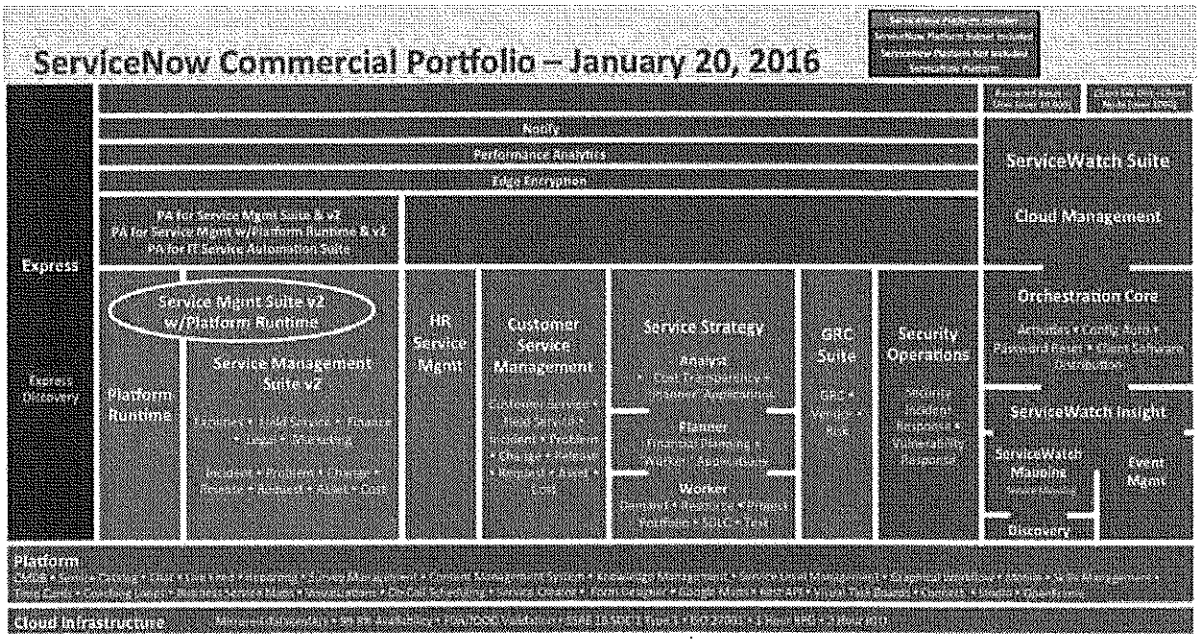
APPENDIX 1

Please find Appendix 1 – ServiceNow Portfolio Overview – Geneva on the following pages.

ServiceNow Portfolio Overview for the Geneva Release (January 2016)

ServiceNow has seven standard offerings allowing customers to choose where to begin their journey. All applications have the distinct advantage of being built by ServiceNow on a single service automation platform with one user interface, one code base, and one data model.

All applications leverage platform services like Connect for collaboration and graphical workflow to bring together people processes and automated processes. The platform allows work to flow seamlessly across all domain areas within an enterprise – automating tasks, consumerizing the service experience, and helping people work better and smarter.



Standard Offerings

ServiceNow Service Management Suite v2: Comprised of ServiceNow-developed applications designed to address the core ITIL framework use cases (Incident, Problem, Change, Release, Request, Asset, Cost) as well as ServiceNow-developed applications designed to address the service delivery needs of other organizations within the enterprise, including Facilities, Field Service, Finance, Legal and Marketing.

ServiceNow Platform Runtime: The right to develop a new application in the Customer's non-production instance(s) on top of the ServiceNow Platform is granted with any subscription application purchase. The right to deploy the developed application in the Customer's production instance requires a Platform Runtime purchase.

ServiceNow Service Management Suite With Platform Runtime: Comprised of ServiceNow Service Management Suite plus Platform Runtime to provide customers the most flexibility to utilize ServiceNow-developed applications "out of the box" as well as build their own applications on top of the ServiceNow Platform and deploy them in production – including the capability to create service management applications from a template.

ServiceNow Customer Service Management: Includes ServiceNow-developed Customer Service Management application with omni–channel customer engagement, a robust customer data model, case management, pre-packaged Service Analytics, and Voice of Customer feedback. Also includes ServiceNow-developed core ITIL framework applications (Incident, Problem, Change, Release, Request, Asset, Cost) as well as Field Service Management.

ServiceNow Human Resources Service Management (HRSM): Includes ServiceNow-developed HR Service Management application, which includes HR Case Management, HRSM Portal, HRSM Catalog, Prebuilt HRSM Workflows (including HR Onboarding), and HRSM Agent / Manager Dashboards.

ServiceNow Service Strategy – Workers, Planners and Analysts:

The three Service Strategy offers facilitate prioritization and delivery of projects and services -- providing support for both waterfall and agile methodologies including Scrum – up though budgeting and generating insight into spend for CIO's and other senior executives seeking to align investment to business goals:

- **Service Strategy – Worker** provides limited access to Demand, Resource, Project Portfolio, SDLC and Test applications that address portfolio planning, test management and development processes.
- **Service Strategy – Planner** with full access to the five Service Strategy – Worker applications plus the Financial Planning application, which assists executives and budget owners in the automation of budget and forecast planning.
- **Service Strategy – Analyst** with full access to the six Service Strategy – Planner applications plus the Cost Transparency application, designed to provide insight into spend for CIO's, CFO's, business unit VP's and other senior executives seeking to align investment to business goals.

ServiceNow Governance, Risk and Compliance (GRC) Suite: ServiceNow-developed applications (GRC, Vendor Performance, Risk) designed to govern and measure key business policies, procedures and controls.

Once one or more of the above standard offerings is purchased, there are a number of additional offers, options and add-ons available that extend your investment.

IT Operations Management (ITOM) Applications and Packages:

- **ServiceNow Orchestration Core**: Enables the customer to orchestrate activities outside the customer's ServiceNow environment.
- **ServiceNow Password Reset Application**: Provides the capability to reset User's passwords which are stored and pre-authenticated in a credential store outside of customer's instance of the subscription service (e.g., Active Directory and other supported credential stores).
- **Client Software Distribution Application**: Allows administrators to distribute software from the service catalog using third party management systems.
- **ServiceNow Cloud Management Application**: Allows administrators to manage the lifecycle of virtual and/or public cloud infrastructure (requires purchase of Orchestration Core).
- **ServiceNow Event Management Application**: Dynamically creates alerts from infrastructure events generated by third-party monitoring tools.
- **ServiceNow Service Mapping Application**: Service Mapping discovers and maps business services, creating and maintaining a service-centric CMDB. Subsequently, it monitors the nodes and relationships between the nodes that make up each service.
- **ServiceNow Discovery**: Locates physical and virtual devices connected to an enterprise network and identifies the relationships between those devices, as well as identifies the software installed on each.
- **ServiceNow ServiceWatch Mapping**: Package includes Service Mapping and Discovery applications.
- **ServiceWatch Insight**: Package includes Service Mapping, Discovery and Event Management applications.
- **ServiceNow ServiceWatch Suite**: Complete IT Operations Management (ITOM) package, which includes Orchestration Core, Cloud Management, Event Management, Service Mapping and Discovery applications.

Additional Applications:

- **ServiceNow Security Operations**: Includes Security Incident Response and Vulnerability Response applications which connect security data from leading vendors to ServiceNow's advanced workflow and systems management to enable security operation teams to rapidly resolve cyber security issues.
- **ServiceNow Performance Analytics**: Provides advanced analytics and time series analysis for key performance indicators (KPIs.)
- **ServiceNow Edge Encryption**: On-premise encryption proxy software enables customers to control and manage the encryption keys.
- **ServiceNow Notify**: Provides bi-directional SMS, voice, and conference bridge capabilities, tightly integrated with workflow and business rules. Requires a Twilio account to activate.

Platform Services Included with All Standard Offerings

All applications leverage a common platform to bring together people processes and automated processes. This allows work to flow seamlessly across all domain areas within an enterprise – automating tasks, consumerizing the service experience, and helping people work better and smarter.

- **Business Service Maps**: Graphically displays the configuration items related to a business service, and indicates the status of those configuration items.
- **Chat**: Provides real-time communication capability via instant messaging between Users.
- **Coaching Loops**: Provides the capability to monitor and provide feedback on a specific behavior of an individual or group.
- **Configuration Management (CMDB)**: Provides capabilities to identify, record, and report on IT configuration items and their relationships.
- **Connect**: Provides the capability to connect people, processes and information into a unique and centralized collaboration workspace to cut down on resolution times. Features include real-time chat, document delivery, active lists to see who is working and the ability to interact straight from the activity stream.
- **Content Management System**: Provides the ability to create custom interfaces.
- **Form Designer**: Allows creation of forms and tables with visual controls.
- **Google Maps**: ServiceNow may make Google Maps available for use with the subscription service. Certain terms and conditions apply.
- **Graphical Workflow**: Provides the capability to automate multi-step processes within Customer's instance of the subscription service. Each workflow can manage a sequence of activities, such as creating records or running scripts, and the condition-based transitions between them. Customer is required to purchase Orchestration Core to orchestrate activities using the Graphical Workflow that interact outside Customer's instance of the subscription service.
- **Knowledge Management**: Provides role-based tools to create, store, and publish information. Provides mechanisms for version control and approvals of documents in the review process.
- **Live Feed**: Provides a place to post and share content.
- **Mobile**: Provides a customizable ServiceNow interface for mobile devices.
- **On-Call Scheduling**: Enables creation of on-call schedules and escalation rosters.
- **OpenFrame**: An interface technology that enables real-time communication channels such as telephone systems to be integrated into the ServiceNow platform. OpenFrame consists of UI elements as well as a set of APIs that support exchange of events and data between ServiceNow and the communications system.
- **Reporting**: Provides the capability to create and share reports and dashboards.

- **REST API**: Provides the ability to integrate external systems through REST APIs using standard respond codes, header information, pagination support and streaming data on requests.
- **Service Catalog**: Displays a listing of the goods and services that Customer provides within the enterprise to its employees and contractors.
- **Service Creator**: Provides capabilities for building no-code service catalog items.
- **Service Level Management**: Establishes and monitors status of service contracts and service level agreements between the organization and its customers or third-party service providers.
- **Skills Management**: Assigns configured competencies to groups or users.
- **Studio**: Integrated Development Environment (IDE) for professional and low-code (IT admin) app developers.
- **Survey Management**: Allows for polling and collection of data including configuration for specific events and/or conditions.
- **Time Cards**: Records time worked on tasks either manually or automatically.
- **Visual Task Boards**: Enables a Kanban-style workspace for either individual or team-based management of tasks.
- **Visualizations**: Displays interactive 2-D and 3-D visual representations for any logical data relationships within an instance.

servicenow

ServiceNow Portfolio Overview for the Geneva Release (January 2016)

ServiceNow has seven standard offerings allowing customers to choose where to begin their journey. All applications have the distinct advantage of being built by ServiceNow on a single service automation platform with one user interface, one code base, and one data model.

Application/Package	Service Mgmt Suite	Service Mgmt Suite With Platform	Customer Service Mgmt	HR Service Mgmt	Service Strategy – Worker	Service Strategy – Planner	Service Strategy – Analyst	GRC Suite	Platform Runtime
Incident Management	Included	Included	Included						
Problem Management	Included	Included	Included						
Change Management	Included	Included	Included						
Release Management	Included	Included	Included						
Asset Management	Included	Included	Included						
Request Management	Included	Included	Included						
Cost Management	Included	Included	Included						
Project Portfolio Mgmt					Limited*	Included	Included		
Resource Management					Limited*	Included	Included		
Demand Management					Limited*	Included	Included		
Software Development Lifecycle (SDLC)					Limited*	Included	Included		
Test Management					Limited*	Included	Included		
Financial Planning						Included	Included		
Cost Transparency							Included		
Governance, Risk and Compliance (GRC)								Included	
Vendor Performance Mgmt								Included	
Risk Management								Included	
Customer Service Mgmt			Included						
HR Service Management				Included					
Facilities Service Mgmt	Included	Included							
Field Service Mgmt	Included	Included	Included						
Finance Service Mgmt	Included	Included							
Legal Service Mgmt	Included	Included							
Marketing Service Mgmt	Included	Included							
Platform Runtime		Included							Included
Additional Options and Add-Ons	**Performance Analytics**: provides advanced analytics and time series analysis for key performance indicators (KPIs). **Security Operations**: includes Security Incident Response and Vulnerability Response Applications **Notify**: provides SMS, voice, and conference bridge capabilities via an integration with Twilio. **Edge Encryption**: provides on-premise encryption proxy software that encrypts ServiceNow hosted data at rest and in flight.								
Platform Services Included	Business Service Maps • Chat • Coaching Loops • Configuration Management (CMDB) • Connect • Content Management System • Form Designer • Google Maps • Graphical Workflow • Knowledge Management • Live Feed • Mobile • On-Call Scheduling • OpenFrame • Reporting • REST API • Service Catalog • Service Creator • Service Level Management • Skills Management • Studio • Survey Management • Time Cards • Visual Task Boards • Visualizations								
Enterprise Cloud	Unique, multi-instance architecture meets and exceeds stringent data sovereignty, availability and performance needs. Instance replication between data centers for DR and maintenance • 99.8% Availability SLA • 1 hour RPO • 2 hour RTO Customer Data isolation • ISO 27001 • SSAE 16 SOC 1 Type 2 • SSAE 16 SOC 2 Type 2 • FISMA Moderate ATO • FDA IQ/OQ								

***Note:** The "Service Strategy – Worker" has "limited" use rights for the Demand, Resource, Project Portfolio, SDLC and Test applications where they are granted the rights for Requester User. In addition, they are also granted rights to track and submit time sheets as well as create and modify work items that relate to the aforementioned five applications.

IT Operations Mgmt (250 Node* Minimum)	Discovery	Service Mapping	Event Mgmt	Orchestration Core	Cloud Mgmt	Password Reset App	Client Software Distribution
Discovery	Included						
ServiceWatch Mapping	Included	Included					
Event Mgmt			Included				
ServiceWatch Insight	Included	Included	Included				
Orchestration Core **				Included		**	**
Cloud Mgmt ***					Included		
ServiceWatch Suite	Included	Included	Included	Included	Included	**	**

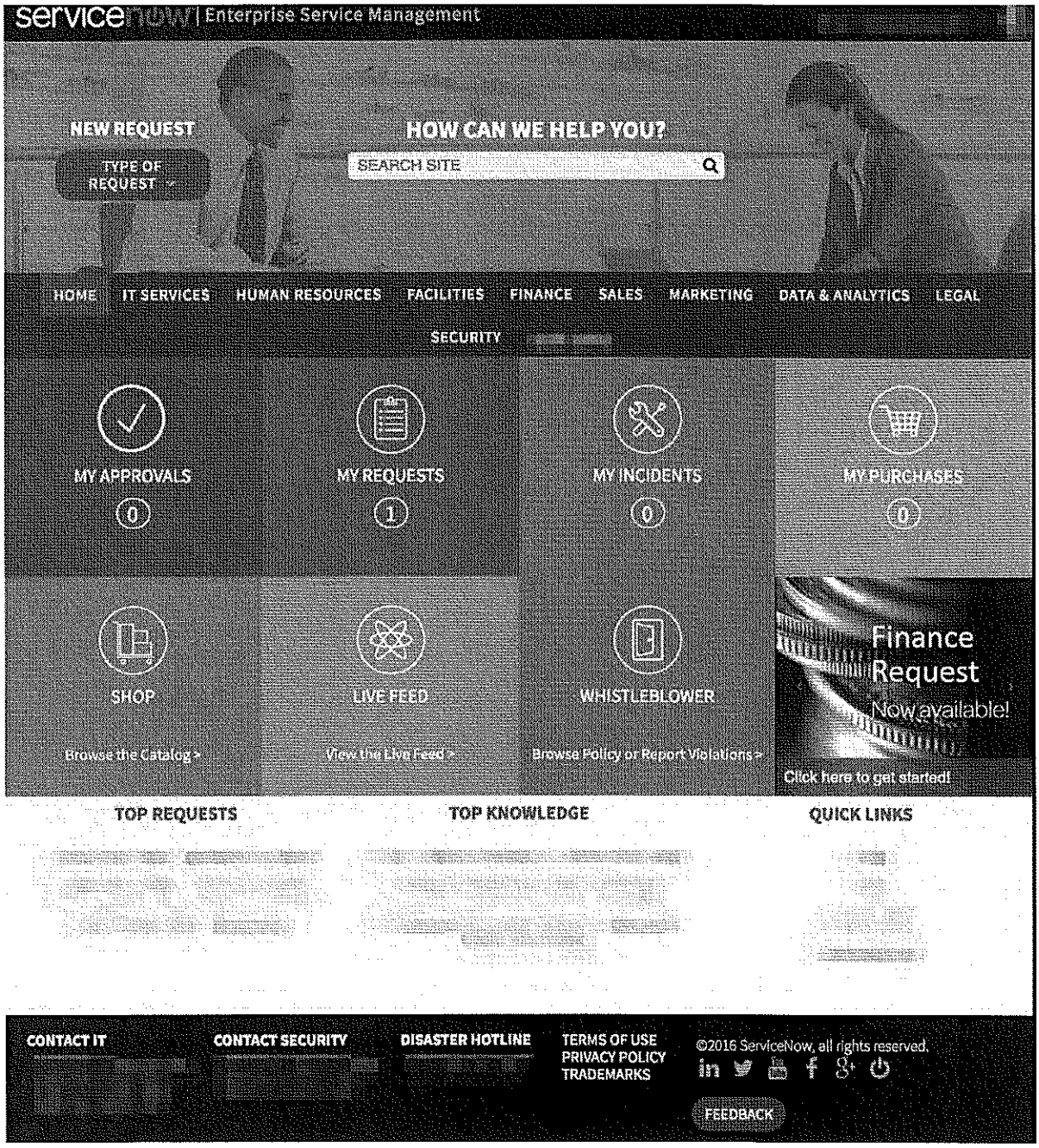
* Node = server (virtual / physical) under management per application; Suite Nodes = all customer nodes
** Orchestration Core includes Orchestration Activities, Configuration Automation, 10,000 Password Reset Users, and 1,000 Software Distribution Client Nodes (physical or virtual computing device)
*** Cloud Management includes VMware, Azure and Amazon Activities; Requires Orchestration Core

APPENDIX 2

Please find Appendix 2 – ServiceNow User Interface and Experience on the following pages.

servicenow

ServiceNow User Interface and Experience

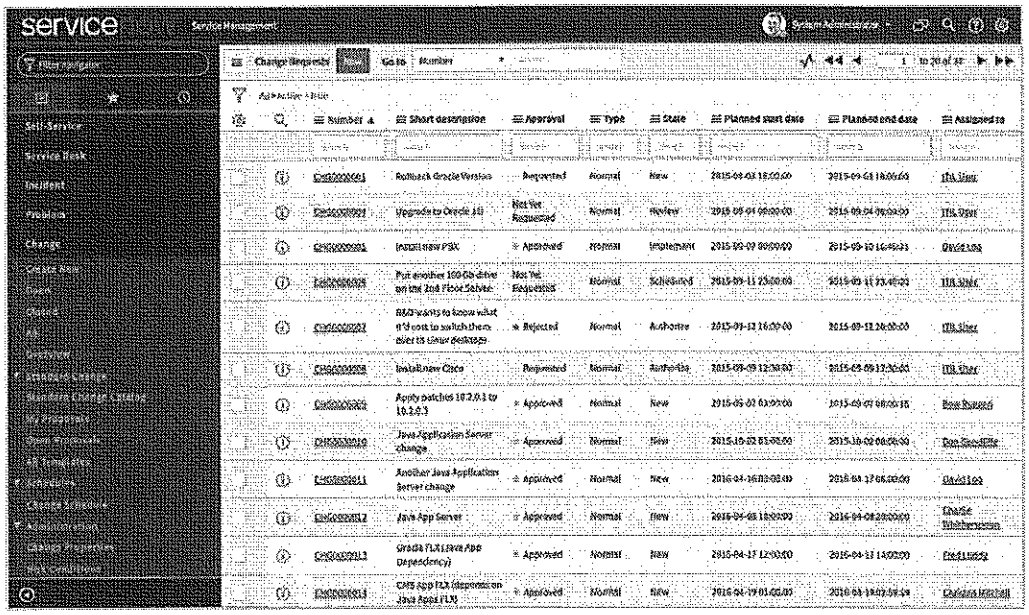


User Interfaces (Desktop, iOS, Android, Blackberry)

Desktop User Interface

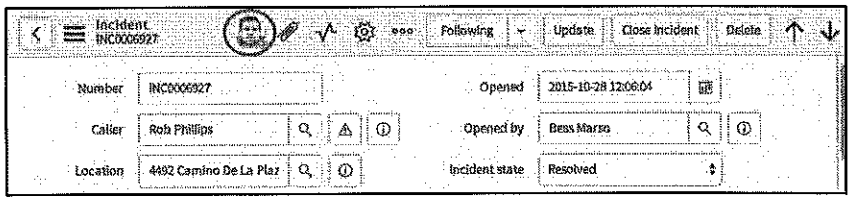
The UI provides a modern look and usability features. Notable features include real-time form updates, user presence, application navigator with tabs for favorites and history, and enhanced activity streams.

https://docs.servicenow.com/administer/navigation_and_ui/concept/c_NavigationAndTheUserInterface.html



User presence

User presence lets you see who is online when you are working in an instance. When you are viewing a record in a form, such as an incident, you can see if other users are viewing the same record.

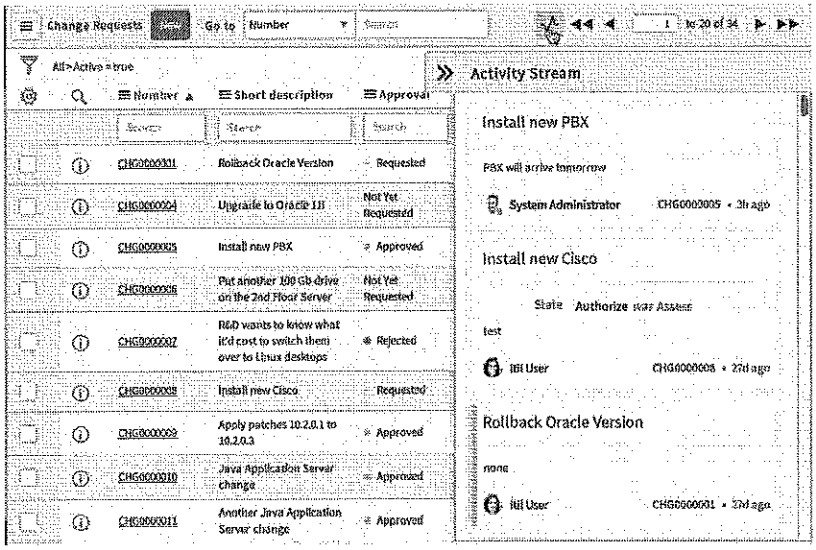


Application navigator

The application navigator, or left navigation pane, provides access to all available applications, and modules, favorites, and recently viewed items.

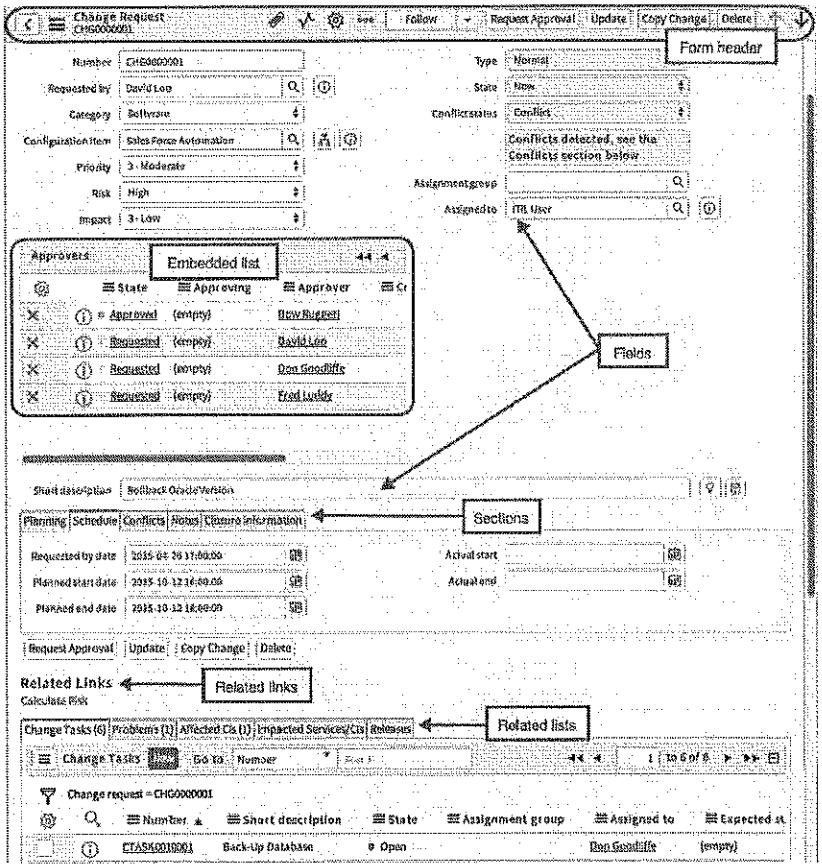
Activity stream

You can stream live activity information for all records on the current list.



Forms

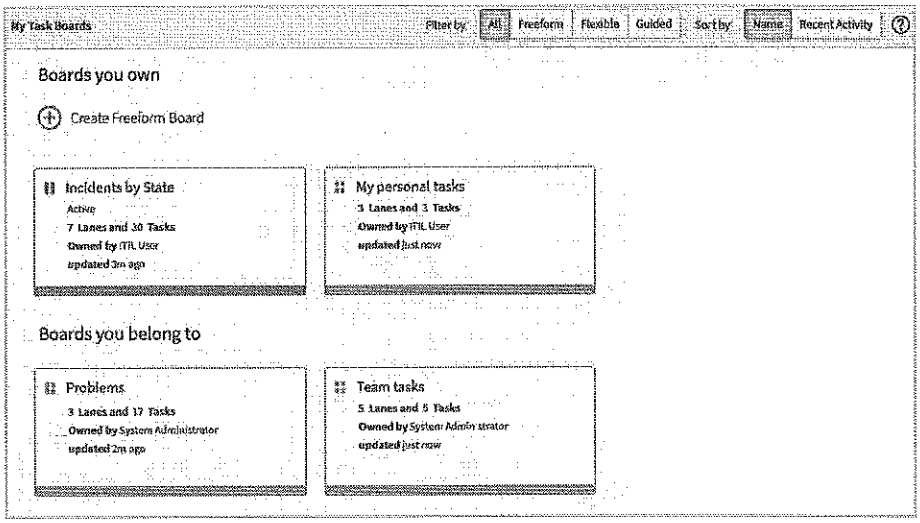
A form displays information from one record in a data table. The specific information depends on the type of record displayed. Users can view and edit records in forms. Administrators can configure what appears on forms.

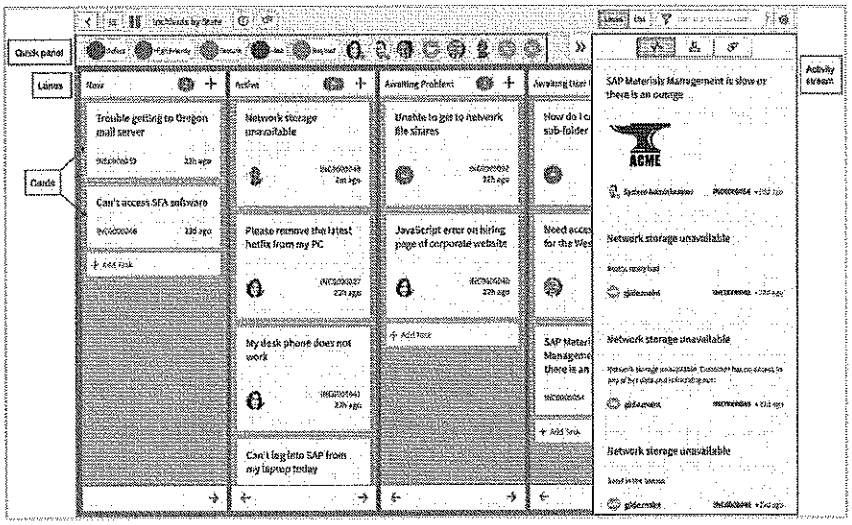


Visual Task Boards

Visual Task Boards (VTB) transform the navigation of lists and forms into an interactive graphical experience.

Visual Task Boards allow you to view and update multiple task records, which appear as cards that can be moved between lanes. An activity stream on the board displays recent activity so you can easily track changes to tasks. You can add task cards from any table that extends Task to intuitively and easily track updates and edit records directly from the board. Any user can use task boards, regardless of role, though access control rules (ACLs) may limit which cards each user can see. The Visual Task Board interface provides a graphic-rich environment suited for managing and collaborating on records. For example, a support manager might create a board for her team to track their assigned incidents by state in real time.





https://docs.servicenow.com/use/visual_task_boards/concept/c_VisualTaskBoards.html

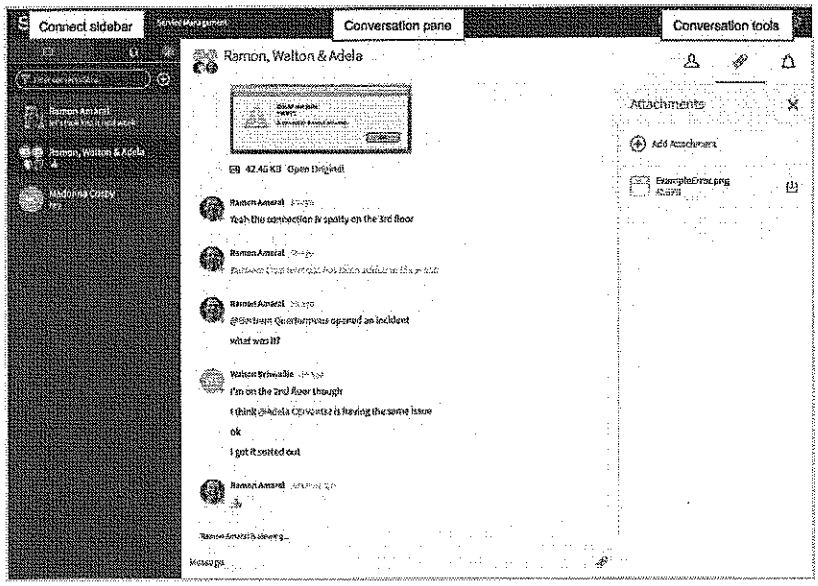
ServiceNow Connect

ServiceNow Connect is a real-time messaging platform that connects you to your coworkers, bypassing email and static documents.

Connect integrates with other features within the system, such as Visual Task Boards, Human Resources Service Management, and Customer Service Management. The Connect interface overlays the standard interface, which allows users to participate in conversations while they work.

Connect contains the following features:

- Connect Chat: Enables users to chat with individuals and groups, quickly share files, and collaborate on any record by connecting with the right people instantly.
- Connect Support: Enables support agents to provide real time assistance to end users, using queues. Requires the Connect Support plugin.



https://docs.servicenow.com/use/collaboration/concept/c_Connect.html

Connect Chat is a real-time messaging tool that enables users to chat with individuals and groups, quickly share files, and collaborate on any record by connecting with the right people instantly.

Connect Chat animates communication around records, Visual Task Boards, topics of interest, or groups of people.

Features include:

- Direct conversations between two users.
- Group conversations between three or more users.
- Conversations linked to records. Comments and work notes appear in conversations in real time and users can update the record directly from the conversation.
- Drag-and-drop sharing of links, files, and records.

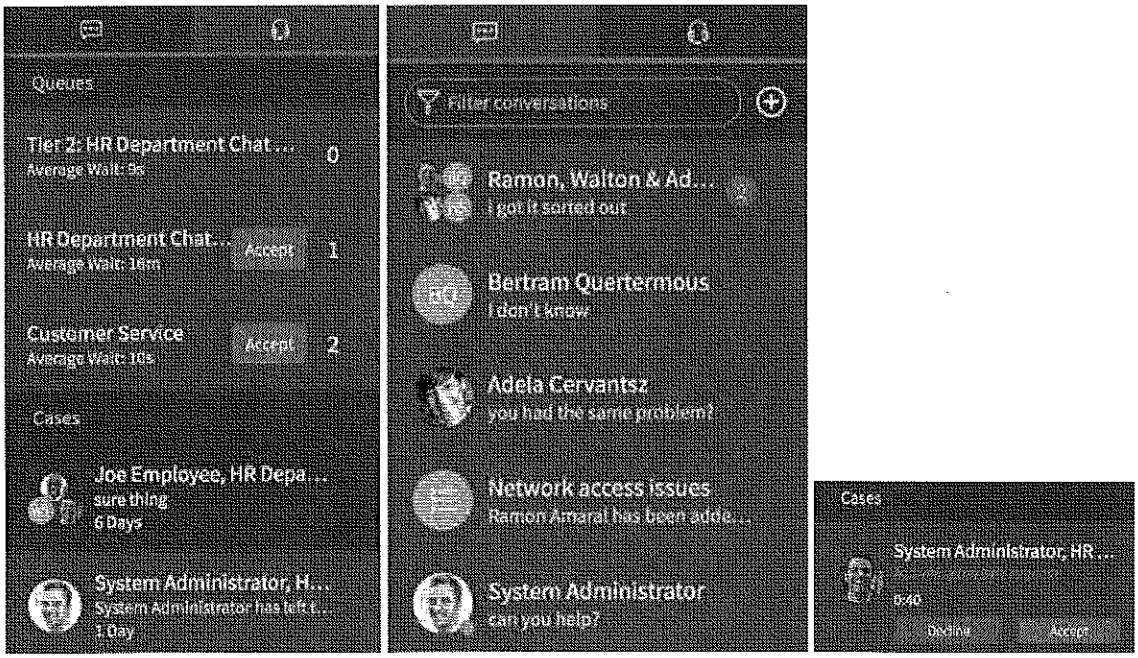
https://docs.servicenow.com/use/collaboration/concept/c_Collaboration.html

Connect Support is a real-time messaging tool that enables support agents to easily keep track of their support cases, quickly find solutions, and resolve problems faster.

When Connect Support is enabled, users designated as support agents have access to the support tab of the Connect sidebar.

Features include:

- Administrators can create chat queues and enable users to access live support.
- Support agents can monitor the queues to provide instant support.
- Drag-and-drop sharing of links, files, and records.



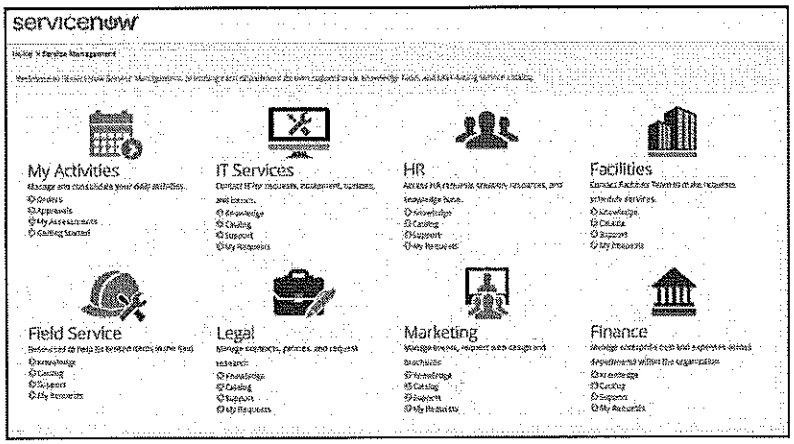
https://docs.servicenow.com/use/collaboration/concept/c_ConnectSupport.html

Content Management System

The Content Management System (CMS) enables users to create a custom interface for the ServiceNow platform and ServiceNow applications. The CMS application is powerful and flexible, so customers have used it for a wide variety of projects from creating entire websites to integrating with other products.

https://docs.servicenow.com/administer/content_management/concept/c_ContentManagementSystem.html

A sample service management portal that uses CMS is available as a plugin. The portal uses a design that illustrates how the platform can be themed to match corporate branding guidelines.



https://docs.servicenow.com/product/it_services/task/t_ActivateServiceManagement.html

Supported Desktop Browsers

ServiceNow is a native web application inspired by consumer services to create an intuitive user experience that requires minimal training. ServiceNow uses modern frameworks like Bootstrap and AngularJS to create dynamic and responsive interfaces. No client software or browser plugins are required to administer or use ServiceNow.

Most major browsers are supported. Some features have additional browser requirements, which are noted in the appropriate documentation.

UI Version	Chrome	Firefox	Internet Explorer	Microsoft Edge	Safari
UI16	Latest public release	Latest public release of Firefox or Firefox ESR	9 and up • Edge mode is supported	Latest public release	6.1 and up
UI15	Latest public release	Latest public release of Firefox or Firefox ESR	9 and up • Edge mode is supported	Latest public release	6.1 and up
UI11	Latest public release	Latest public release of Firefox or Firefox ESR	7 and up • Edge mode is supported	Latest public release	6 and up

Internet Explorer notes

- Compatibility mode is not supported.
- Setting Security Mode to High (via **Internet Options > Security** tab) is not supported.
- While UI16 and UI15 are supported on Internet Explorer version 9, the browser may be slow when performing some operations. This does not necessarily indicate a performance degradation in the instance. Upgrade to Internet Explorer 10 or later for improved performance.

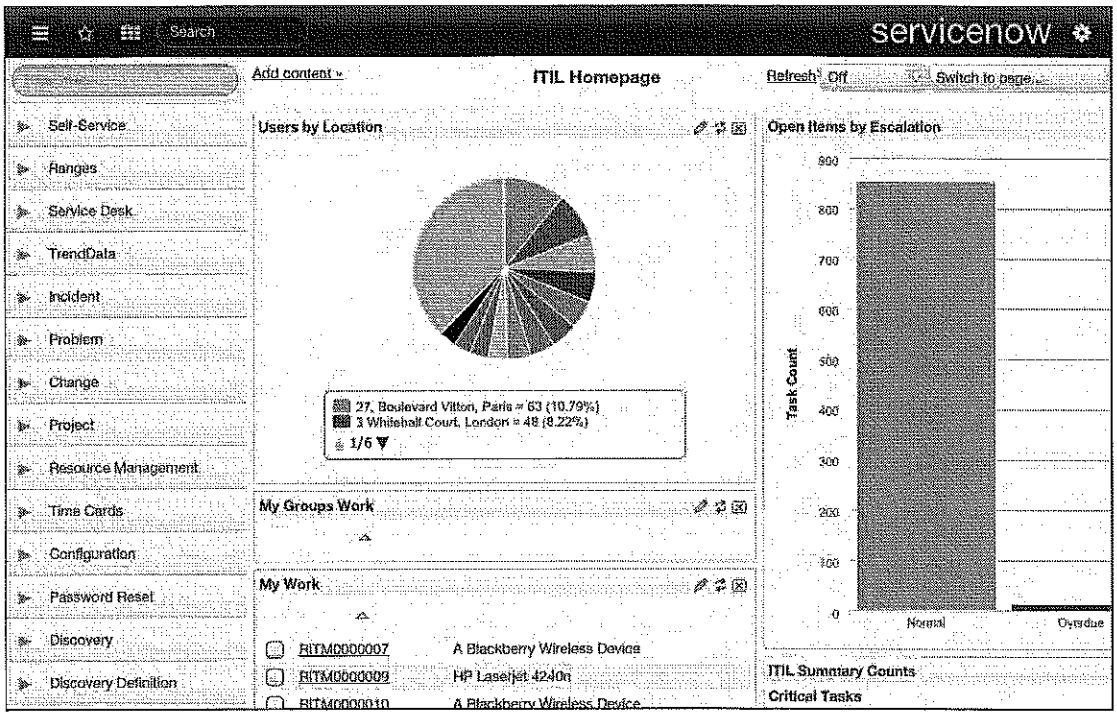
Safari notes

- For Safari version 5 and Internet Explorer versions 7 and 8, the user interface automatically redirects to UI11.
- There is a security issue in some versions of Safari. User credentials may be disclosed to an unexpected site via auto-fill. For more information, see the Apple security update.

https://docs.servicenow.com/administer/navigation_and_ui/reference/r_SupportedBrowsersForUIVersions.html

Tablet support

On a mobile device that meets the tablet support requirements, you can access the standard URL of an instance. The instance automatically detects the tablet and redirects to the tablet interface by appending $tablet.do# to the end of the URL.



Supported Tablets

ServiceNow supports nearly full-product functionality on the Apple iPad and Android tablets.

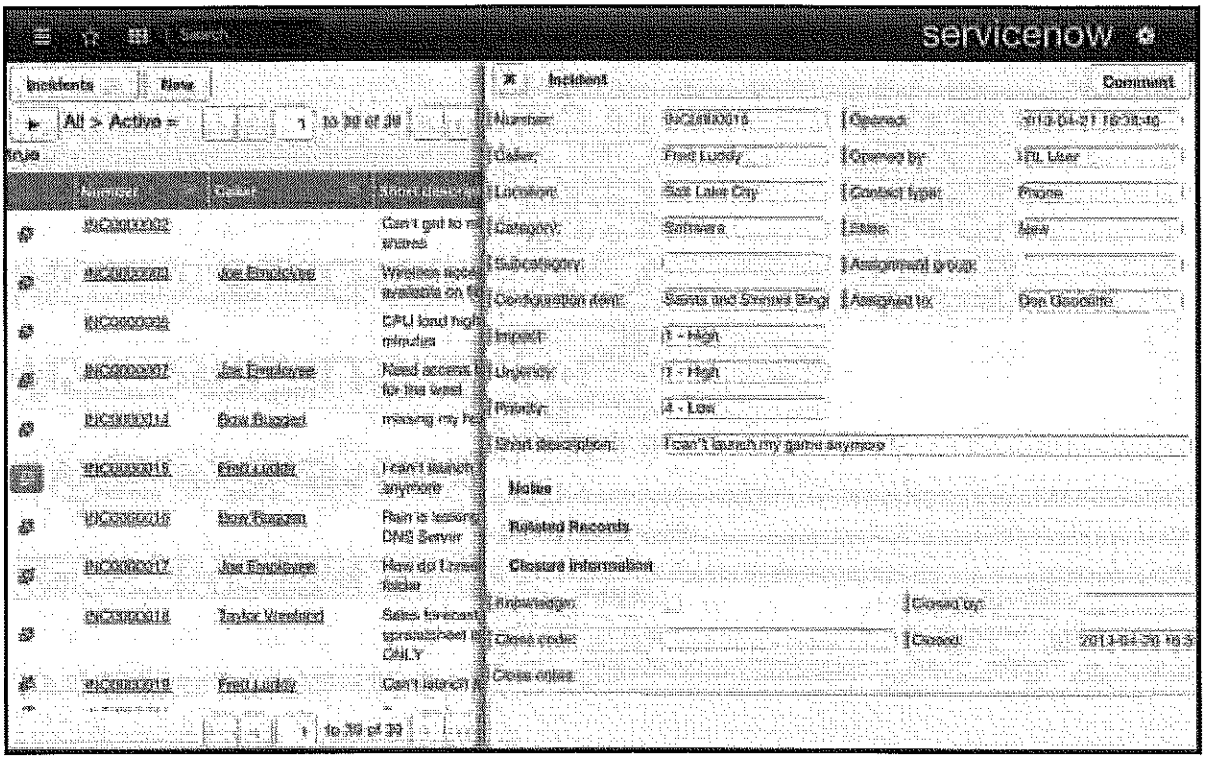
Device	Supported versions
Apple® iOS	All models of iPad running iOS 7 and above. Safari is supported.
Android™	Any Android tablet running OS 4.0.3 and above with the latest available version of Chrome™. Native browsers and older versions of Chrome support major tablet interface functionality, but have some known issues. The tablet UI is optimized for the iPad form factor and resolution. Not all Android tablets have the same form factor and resolution. Gesture based zoom functionality is not supported.

Some capabilities are limited or not supported in the table interface. Please see the product documentation for details.

https://docs.servicenow.com/administer/tablet_and_mobile_ui/concept/c_TabletSupport.html

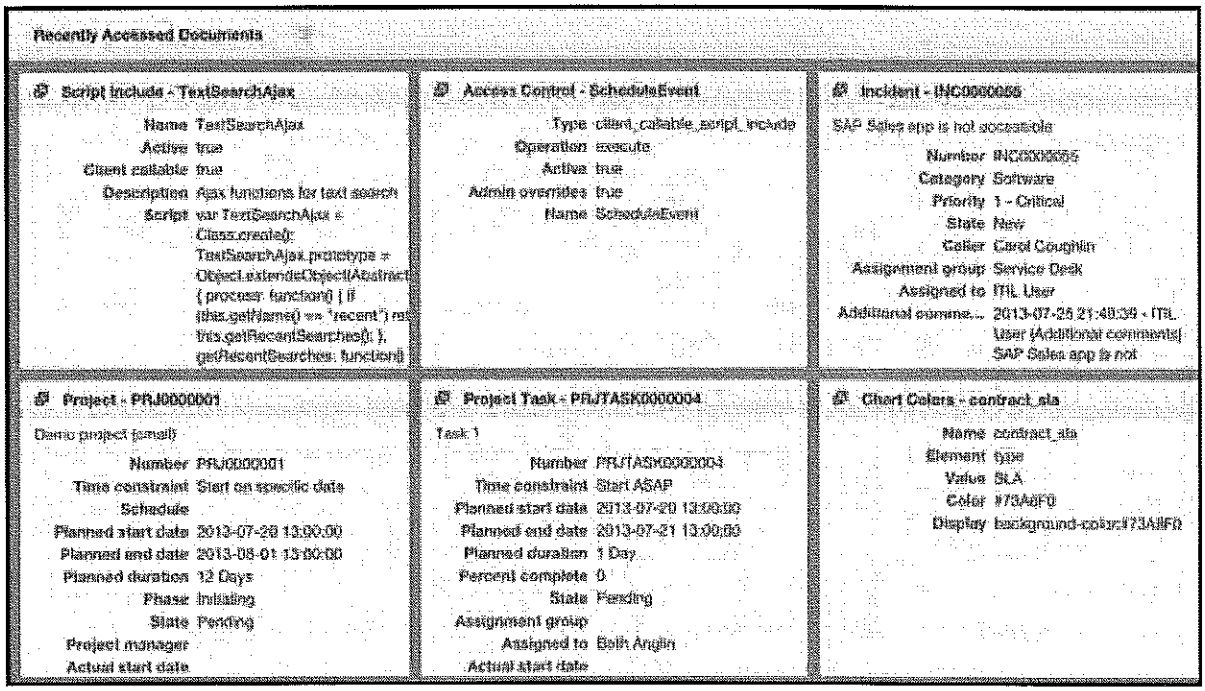
Split-screen view

The tablet interface provides a handy split-screen view that preserves a list of records in one pane while displaying a read-only preview of a record in another pane.



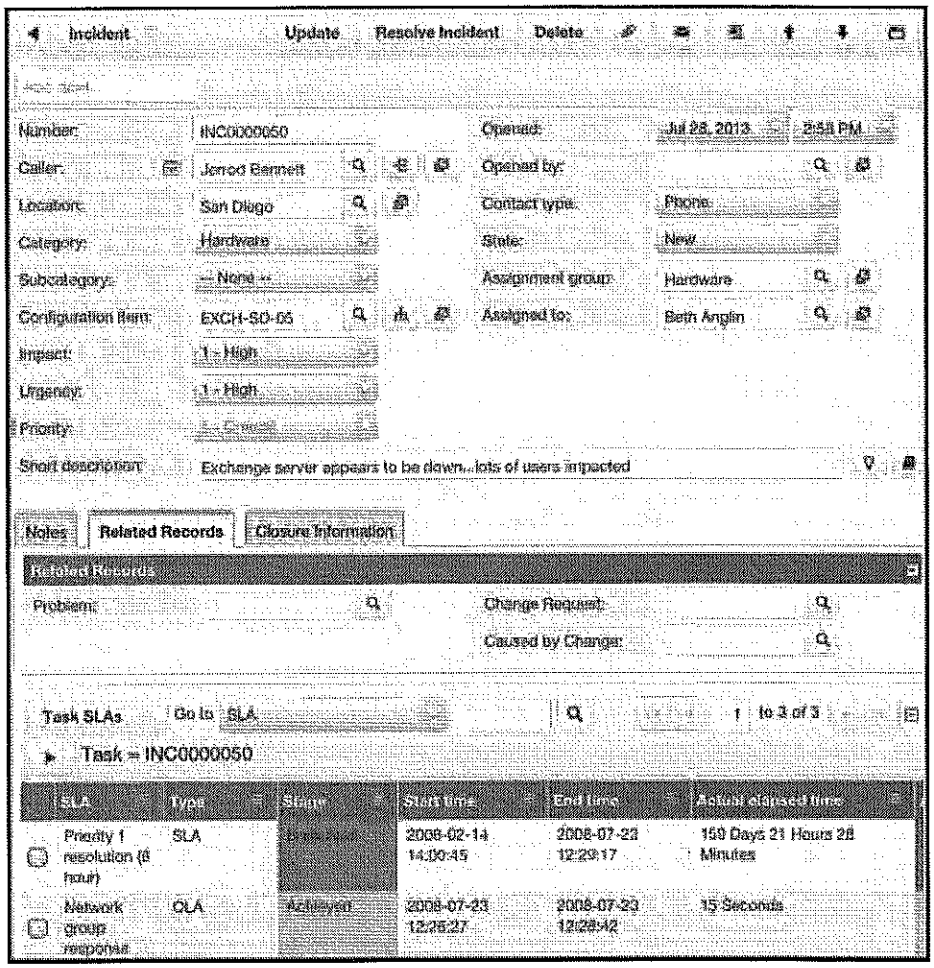
Recently accessed documents

Provides an at-a-glance summary of recently accessed records.



Split-screen record picker

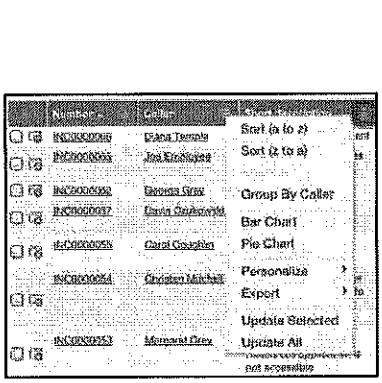
A split-screen record picker allows you to easily add and remove related records.

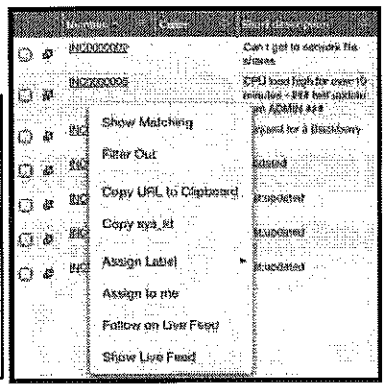


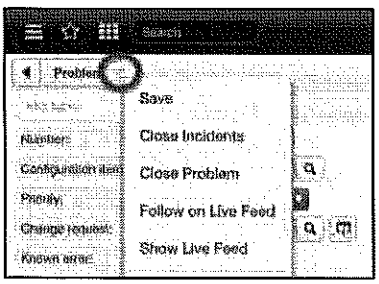
Context Menus

Context menus are available in the tablet interface.

- Access the list header context menu by tapping the icon in the list header.
- Tap any cell to see the list row context menu with actions related to the values in that row.
- Tap the form name or icon to access the form context menu.







Mobile App User Interface

The mobile app displays a native mobile UI when users access an instance from the mobile app.

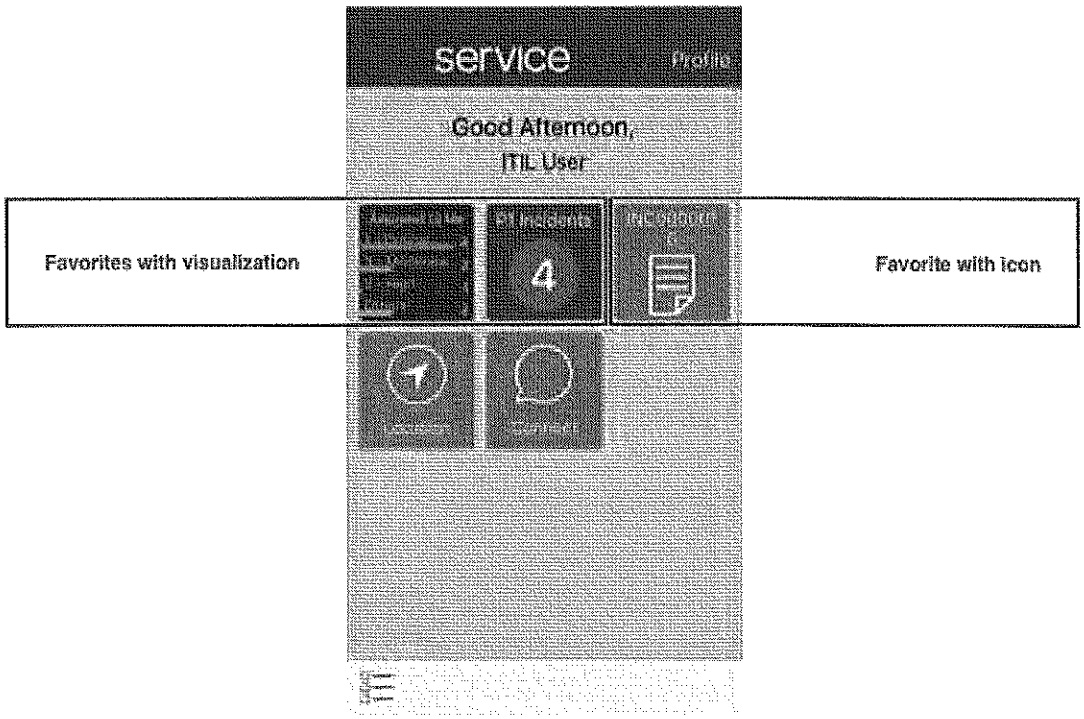
Native mobile app UI features include:

- Favorite icons on the home screen
- Visualizations such as record counts and bar charts on favorite icons
- Button to view the full application navigator
- Single column list views
- Swipe-based UI actions
- Improved list filter creation
- Access the activity stream from lists and forms
- Native UI experience for the Service Catalog
- Native UI experience for Connect Chat
- Push notifications for Connect Chat
- Push notifications for record updates
- Geolocation data
- Barcode scanning

The mobile app is available for devices running iOS 9 or later.

https://docs.servicenow.com/administer/tablet_and_mobile_ui/concept/c_MobileAppUI.html

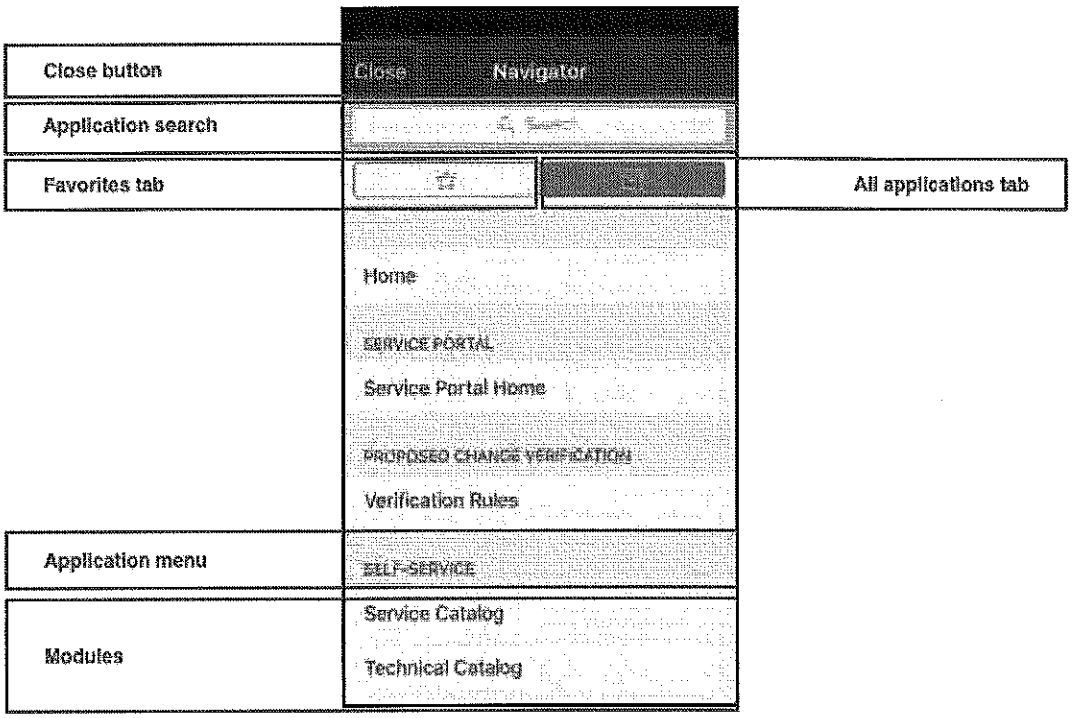
Sample mobile UI home page with favorites.



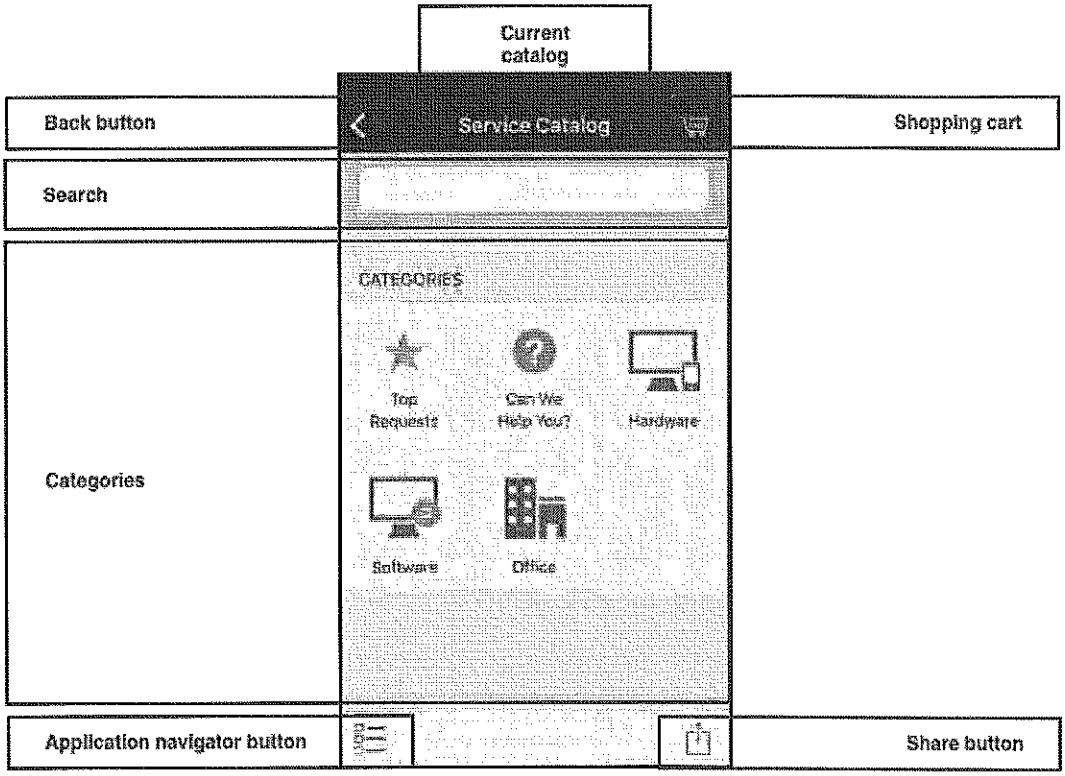
The "Bar Chart" favorite icon displays the number of records with a particular field value. You select the field whose values you want to display when you set up the visualization.

The "Count" favorite icon displays the number of records returned by a list filter.

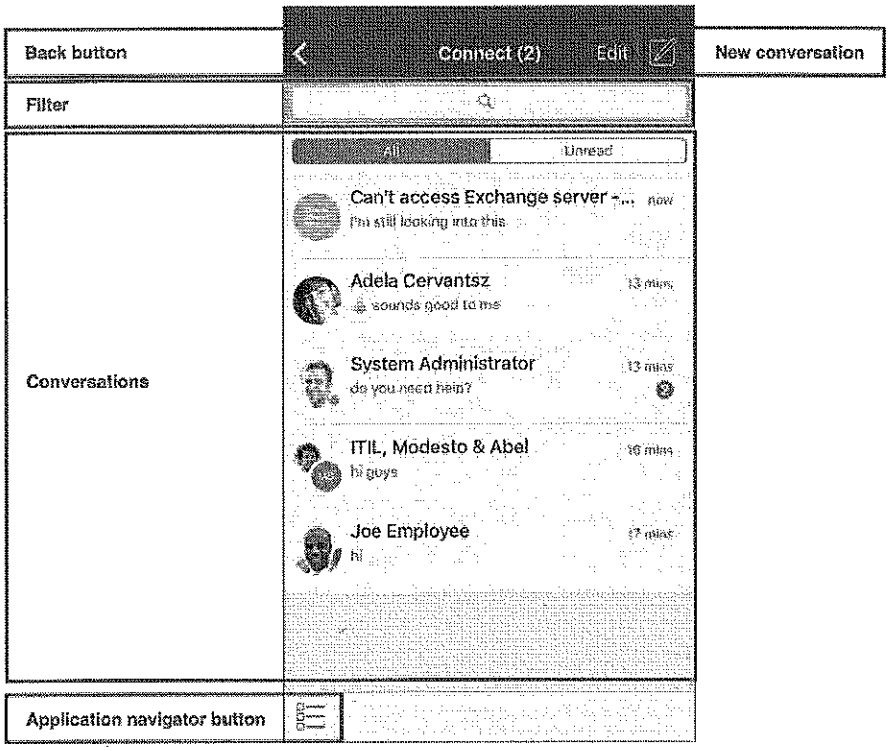
Application navigator



Service catalog

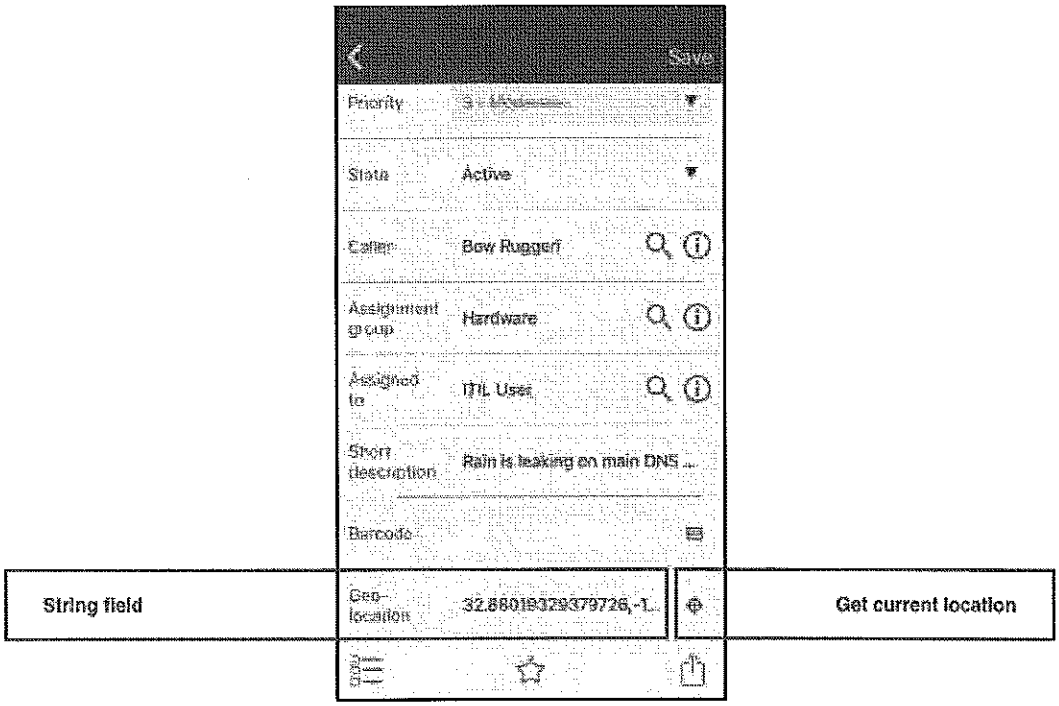


Connect Chat



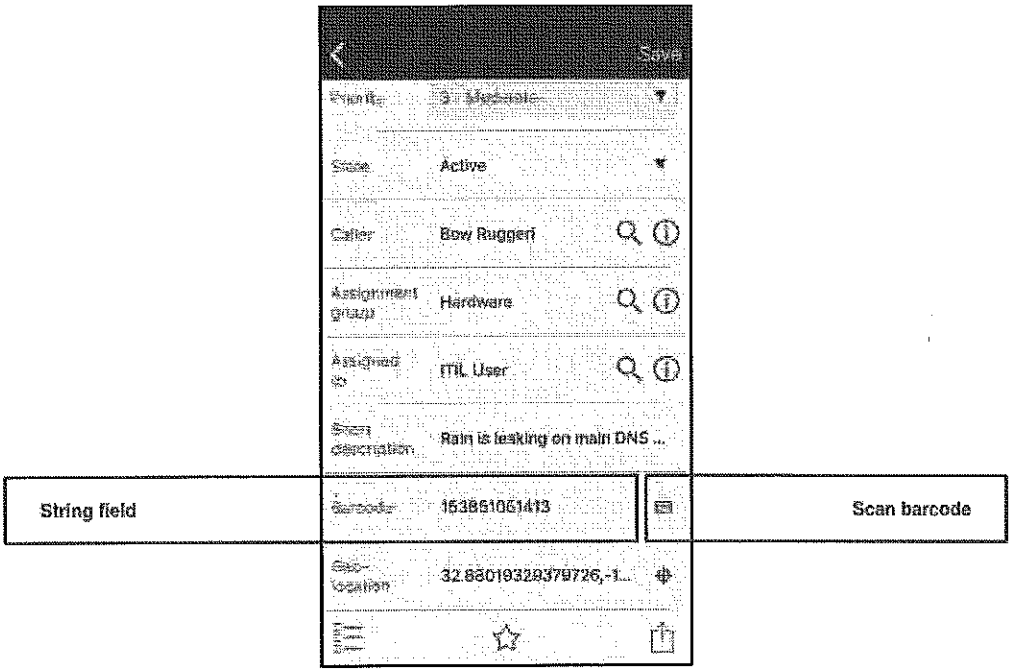
Current location field

The mobile app UI can request a mobile device's current location and store GPS coordinates in a string field.



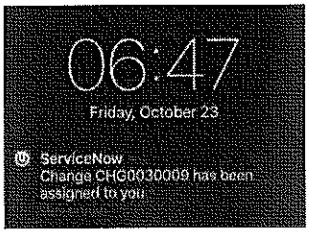
Barcode scanning field

The mobile app UI can request access to a mobile device's camera to scan and store barcodes in a string field.



Push notifications

In addition to sending email and SMS notifications, an instance can send push notifications to mobile devices.



Use push notifications to send messages to users when certain conditions are triggered on your instance, such as the assignment of an incident to the user. A push notification can even ask for a reply, and the instance can process the reply by taking action on related records. For example, you can have the instance send an approval request for a Change to a user, and let the user approve or deny the Change by clicking a response button on push notification. The user's response can then update the status of the Change record.

You can set up push notifications in a similar manner to email and SMS notifications. Determine:

- who to send the notification to
- when it should be sent
- what it should contain

By default, the ServiceNow mobile application supports push notifications. But you can also develop your own push application and configure your instance to send push notifications to it.

Mobile Web User Interface

The system uses the mobile web UI when users access the user interface from a mobile browser. The system uses your mobile device type to determine which mobile web UI to display.

Smartphone interface

The system supports a subset of the standard functionality on smartphones and similar devices, allowing mobile users to remotely access their instances to perform common tasks.

Features of the Smartphone interface

- UI policies, UI actions, client scripts, and related lists are supported.
- The device home screen can be configured to display tags, favorites, and recently-accessed lists and documents.
- Online help is available in the base system. It can be modified and you can create new help screens. The help can also be localized for multiple language support.
- Journal streams allow you to sequentially view comments and work notes associated with a group of records, such as incidents.

Device	Supported versions
Apple® iPhone®	All models of iPhone running iOS 7 and above. Safari is supported.
Apple® iPod®	All models of iPod running iOS 7 and above. Safari is supported.
Android™	Android version 4.0/Ice Cream Sandwich and above. Use the latest available version of Chrome to access the smartphone interface on Android devices. Native browsers and older versions of Chrome support major interface functionality, but have some known issues.
Blackberry®	All Blackberry devices running Blackberry 10 and above. Some configuration is required.

https://docs.servicenow.com/administer/tablet_and_mobile_ui/concept/c_SmartphoneInterface.html

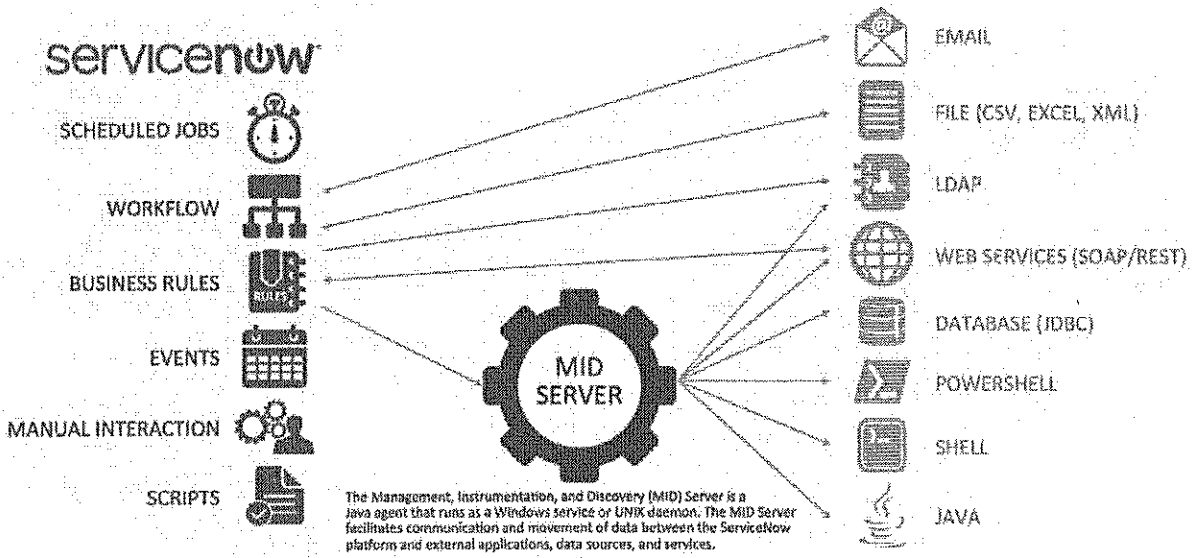
APPENDIX 3

Please find Appendix 3 – ServiceNow Integration Overview on the following pages.

ServiceNow Integration and Data Import/Export Overview

Integration Flexibility

ServiceNow integrates with many third-party applications and data sources using a variety of techniques can be used, most notably Web Services, JDBC, LDAP, Excel, CSV, and Email, as well as any industry standard technologies that use SOAP, REST, or WSDL. Additionally, API and command-line integrations can be done using a MID Server.



The ServiceNow platform is based on service-oriented architecture (SOA), in which all data objects can use web services to access bi-directional data-level integration. The interface is also direct and dynamic because all modifications to existing objects and all new objects are automatically published as a Direct Web Service. A more indirect web service creation and usage can be achieved through Mapped Web Service where a transform map is used to gather incoming web service data into the final targeted tables. Finally, an advanced Scripted Web Service technique is available for defining process-based web services, where data is irrelevant, but serves more as a trigger for a process or a composite of actions that execute at the server.

Additionally the platform offers a rich interface for loading external data using import sets. Using this feature, you can load from various data sources such as HTTPS, FTPS, and SCP using file formats such as XML, CSV, and Microsoft Excel XLS files. Information can also be pulled from a data source using a direct JDBC connection, provided the network connectivity allows.

Information can be pulled from the platform to an external platform using an ODBC Driver.

Forms, lists, and reports on the platform can be accessed directly using a URL, which facilitates integration on the UI level between two or more web applications.

A handful of single sign-on technologies are identified and implemented out of the box to allow fast integration with your portal, however, the technique is customizable in a script to allow for flexibility in the different SSO environments our customers have.

https://docs.servicenow.com/integrate/concept/c_IntegrateWThirdPartyAppsDataSrces.html

Web Services

ServiceNow supports both inbound (provider) and outbound (consumer) web services.

Direct inbound web services

Inbound web services allow you to access and modify ServiceNow data using a client application.

- REST API
- Scripted REST APIs
- SOAP web service
- CSV Web service
- EXCEL web service
- JSONv2 Web Service
- PDF web service
- RSS feed generator
- XML web service

Other inbound web services

- ODBC Driver
- Scripted SOAP web services

Outbound web services

Outbound web services allow you to send SOAP and REST messages to external web service providers.

- Outbound SOAP web service
- Outbound REST web service

https://docs.servicenow.com/integrate/web_services/reference/r_AvailableWebServices.html

Many integrations are available from partners and customers:

- https://store.servicenow.com
- https://share.servicenow.com

MID Server

A Management, Instrumentation, and Discovery (MID) Server facilitates communication and movement of data between the ServiceNow instance and external applications, data sources, and services. A MID Server is a lightweight Java application that runs on a physical or virtual server on your local network.

The MID Server runs as a Windows service or UNIX daemon. The MID Server initiates communications with the ServiceNow instance. The ServiceNow instance never initiates communications with the MID Server.

The ECC Queue is the portal through which Discovery communicates with the MID Server.

- Every 15 seconds, the MID Server checks the ECC queue for jobs that are assigned to it.
- If a job exists in the ECC Queue for that MID Server , the MID Server sets the status to "I'm working on it"
- Does the work that is requested.
- Reports the findings of the job back to the ECC queue.

Note: MID Server communications are initiated inside the enterprise's firewall and therefore do not require any special firewall rules or VPNs.

https://docs.servicenow.com/product/mid_server/concept/c_MIDServer.html

Web Services Security

REST API Security

By default, the REST API uses basic authentication to enforce access controls to web resources.

The user ID that is used for authentication is subject to access control in the same way as an interactive user. Each request requires the proper authentication information. Ensure each request includes an Authorization header with the credentials you want to use. There is no support for inbound mutual authentication.

REST supports cookies for binding to the existing session.

REST API roles

Certain roles are required for inbound REST operations.

REST API CORS support

The REST API supports cross-origin resource sharing (CORS) security.

Enable OAuth with inbound REST

Using OAuth, you can pass a user ID and password once, and then use a token for subsequent REST requests instead of submitting credentials with each request.

https://docs.servicenow.com/integrate/inbound_rest/concept/c_RESTAPISecurity.html

Configure Inbound SOAP Security

Administrators can configure web service security for inbound SOAP requests made to the ServiceNow instance.

You can also set up web service security to use different certificates for different web service clients. By enabling web service security, you can prevent man-in-the-middle attacks.

Note: After you configure a WS-security profile or a security policy, validation is performed on all incoming SOAP requests, including from the MID Server or ODBC driver. Disable validation for these types of requests by marking the service accounts as internal integration users.

https://docs.servicenow.com/integrate/inbound_soap/task/t_ConfigureSOAPSecurity.html

Outbound SOAP Security

You can authenticate outbound SOAP messages using several different security protocols.

The security protocol you should use depends on the requirements of the web service provider. Mutual authentication is supported for outbound web services.

Basic authentication

If the endpoint requires a user name and password, you can provide credentials using basic authentication.

Web service security

You can sign outbound SOAP messages using a key store and trusted server certificate saved on the instance.

Mutual authentication

ServiceNow supports mutual authentication for outbound web services.

https://docs.servicenow.com/integrate/outbound_soap/concept/c_OutboundSOAPSecurity.html

Web services security is enforced using a combination of basic authentication challenge/response for the HTTP protocol and system-level access control using the Contextual Security Manager.

To enforce basic authentication on each Web Service request, each request must contain the Authorization header as specified in the Basic Authentication protocol. Because the request is non-interactive, the Authorization header is required in a request.

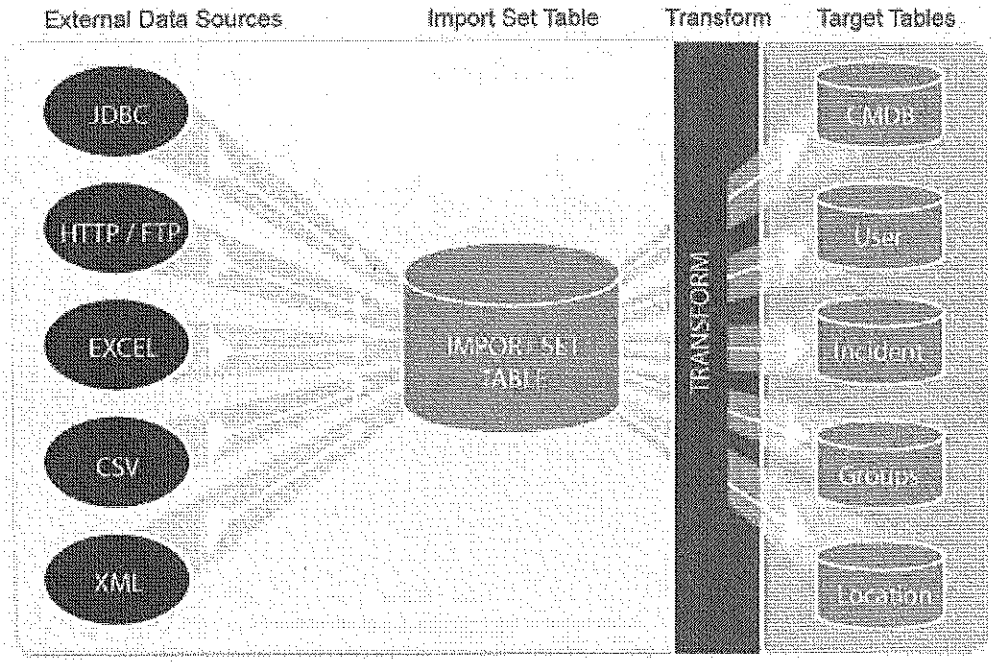
There is an added advantage when you supply basic authentication information whether or not it is required: the data that is created or updated as a result of the Web service invocation is done on behalf of the user supplied in the basic authentication credentials. For example, when creating an Incident record, the journal fields will contain the user ID of basic authenticated user, instead of the default "Guest" user.

https://docs.servicenow.com/integrate/inbound_other_web_services/concept/c_Security.html

Data Import and Export Tools

Import Data

The import process uses a transform map to add or update data from the import set to an existing ServiceNow table.



Use import sets to:

- Manually import data from a file on your local system
- Manually import data from a data source
- Periodically import data from a data source with a scheduled import
- Programmatically import data from a file with a script
- Programmatically import data from a web service

https://docs.servicenow.com/administer/import_sets/task/t_ImportDataUsingImportSets.html

Export Data

ServiceNow offers a variety of ways for administrators and authorized users to export data:

- **Form export**: Export an individual record from the user interface. Choose PDF or XML format directly from a form.
- **List export**: Export multiple records from the user interface. Choose CSV, Excel, PDF, or XML format directly from a list.
- **Scheduled export with reports**: Automatically export multiple records from a table on a set schedule. Create a scheduled job to regularly export data as a report.
- **Direct URL access**: Export multiple records from a table using the ServiceNow CSV, Excel, PDF, or XML processor. Specify the table form or list you want to export in the URL.
- **Web services/SOAP**: Export multiple records from a table when an external client makes a web services request. Create an external application or process to automate the retrieval of data from an instance via web services or SOAP.

https://docs.servicenow.com/administer/exporting_data/concept/c_ExportData.html

APPENDIX 4

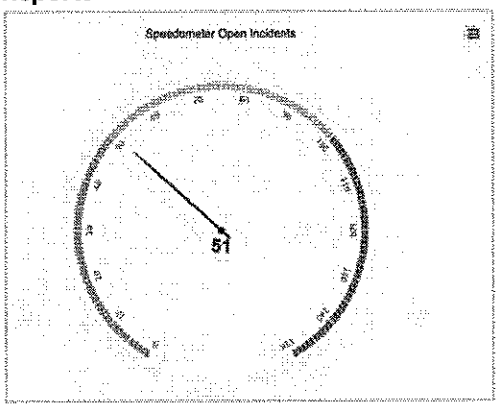
Please find Appendix 4 – ServiceNow Report Types on the following pages.

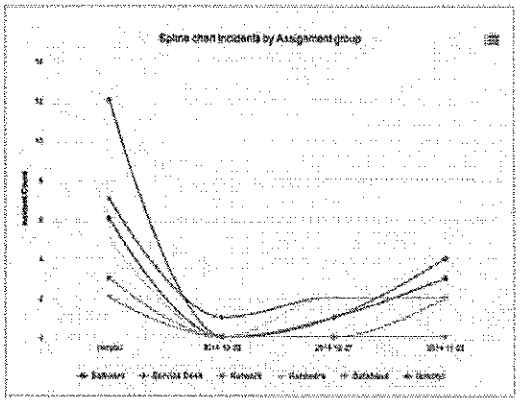
Report Types: https://docs.servicenow.com/use/reporting/reference/r_ReportTypes.html

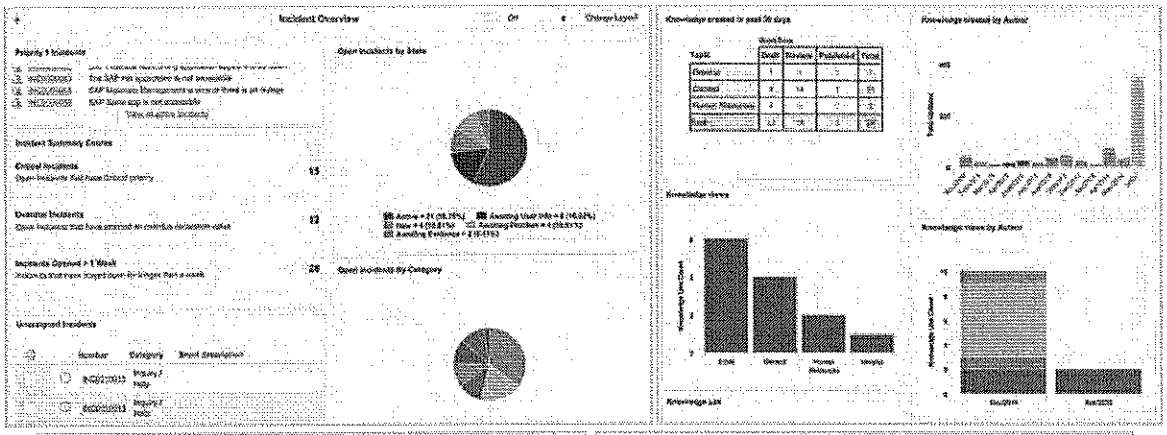
Report	Description
List	
List	Displays data in the form of an expandable list, similar to a standard ServiceNow list.
Time Series Charts	
Line	Shows how one or more values change over time by connecting a series of data points with straight lines.
Column	Shows how one or more values change over time by displaying them as proportional vertical columns.
Area	Resembles line charts, but the area between the axis and line is commonly emphasized with colors.
Spline	Shows how one or more values change over time by connecting a series of data points with a fitted curve through the data points. Spline charts let you take a limited set of known data points and approximate intervening values.
Column and Bar Charts	
Bar	Shows rectangular bars with lengths proportional to the values that they represent. The bars can be plotted vertically or horizontally.
Pareto	Combines bar and line charts to identify the most important factors in a large set of factors.
Histogram	Provides visual interpretation of numerical data by indicating the number of data points that lie within a range of values.
Pies and Donuts	
Pie	Shows how individual pieces of data relate to the whole.
Donuts and semi-donuts	Compares the size of parts to the whole. The difference between a donut and a semi-donut chart is that a semi-donut is a donut sliced in half.
Dials	
Speedometer	Shows an overview of the count of an indicator you want to measure at this moment. Speedometers and dials are similar but vary slightly in presentation. A speedometer shows numbers in the form of a round meter. A dial shows a half circle, where the part in which scores are shown is filled out with a color.
Dial	Shows a quick and simple overview of the count of an indicator you want to measure at this moment.

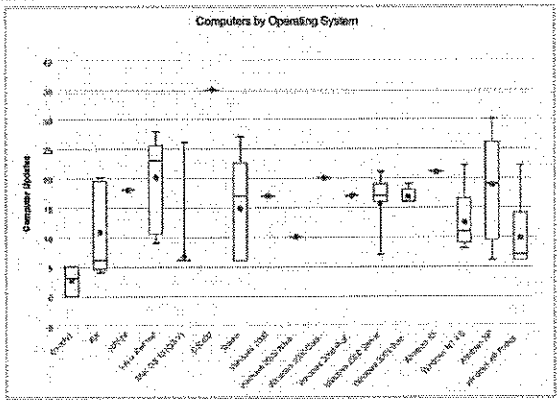
Pivot	
Multilevel pivot tables	Display aggregate data broken down by multiple metrics in a single chart.
Heatmap	Display aggregate data visually using different colors to represent different values.
Bubble	Display multiple separate metrics on a single chart.
Pivot table	Aggregates data from a table to display the source of summarized data.
More	
Funnel	Displays values as progressively decreasing proportions. The size of the area is determined by the series value as a percentage of the total of all values.
Calendar	Displays data-driven events in a calendar format.
Pyramid	Displays a variation on a bar chart that uses pyramid shapes instead of horizontal rectangles.
Box	Shows the distribution of values in a data set.
Trend	Shows how the value of one or more items changes over time. Values along the horizontal axis of the trend chart represent the time measurement. Values on the vertical axis represent the changes to the items being monitored. The trend line or curve reveals a general pattern of change.
Control	Displays data as a series of connected points to determine whether or not a business process is in a state of statistical control.
Trendbox	Shows the difference between groups over time.
Single score	Display a single aggregate value that is important to your business.

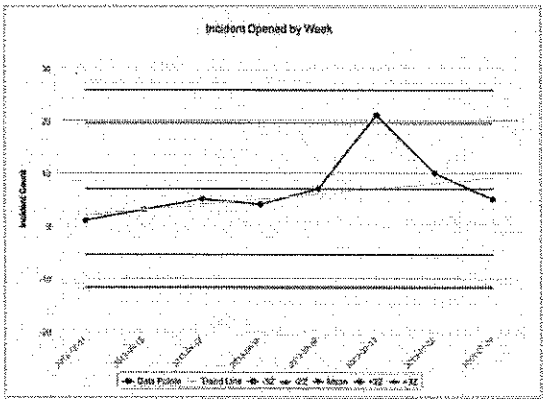
Sample Reports

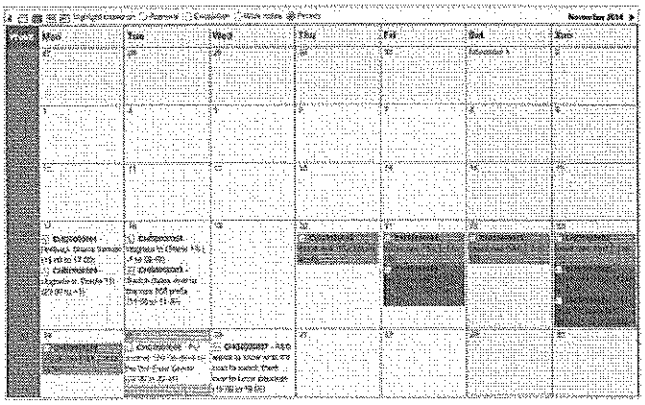












Base System Reports for Geneva Release

Title	Type	Table
Open Incidents by Priority	Pie chart	Incident [incident]
Open Incidents by Category	Bar chart	Incident [incident]
Opened Incidents this month by Priority	Bar chart	Incident [incident]
Portfolio Overview	Pie chart	Configuration Item [cmdb_ci]
Computers by Operating System	Bar chart	Computer [cmdb_ci_computer]
Computers by Manufacturer	Bar chart	Computer [cmdb_ci_computer]
Change Requests opened this month by Category	Bar chart	Change Request [change_request]
Change Requests opened last month by Category	Bar chart	Change Request [change_request]
Problems opened this month by Priority	Bar chart	Problem [problem]
Problems opened last month by Priority	Bar chart	Problem [problem]
Closed Incidents this month by Category	Bar chart	Incident [incident]
Incident Breakdown	Pivot Table	Incident [incident]
CI's by Manufacturer and Class	Pivot Table	Configuration Item [cmdb_ci]
Change Requests planned for next week	List	Change Request [change_request]
Change Requests planned for next month	List	Change Request [change_request]
Change Requests planned for next year	List	Change Request [change_request]
Change Requests in progress	List	Change Request [change_request]
Users by Location	Pie chart	User [sys_user]
Change Calendar	Calendar	Change Request [change_request]
CAB Report	List	Change Request [change_request]
Active Change Requests	List	Change Request [change_request]
Computers by Speed	Bar chart	Computer [cmdb_ci_computer]
Computers by RAM	Bar chart	Computer [cmdb_ci_computer]
Computers by CPU Count	Pie chart	Computer [cmdb_ci_computer]

All Incidents by Assignment	Bar chart	Incident [incident]
All Incidents by Category	Bar chart	Incident [incident]
All Incidents Closed By	Bar chart	Incident [incident]
Performance by Category	Bar chart	Incident [incident]
Performance by Priority	Bar chart	Incident [incident]
Performance by Tech	Bar chart	Incident [incident]
Change Category Types Trended by Month	Trend chart	Change Request [change_request]
Total Changes Trended by Month	Trend chart	Change Request [change_request]
Emergency Changes Trended by Month	Trend chart	Change Request [change_request]
Process Exceptions by Month	Trend chart	Incident [incident]
Computers by Manufacturer	List	Computer [cmdb_ci_computer]
ServiceNow release reports	List	Feature [release_feature]
Active Releases	List	Release [release_project]
Overdue Releases	List	Release [release_project]
Features not assigned to a release	List	Feature [release_feature]
Failed Releases	List	Release [release_project]
Active Releases by Status	List	Release [release_project]
Overdue Release Tasks	List	Feature Task [release_task]
Changes Implemented By A Release	List	Feature [release_feature]
Active Request by Approval State	Bar chart	Request [sc_request]
Request Item	Bar chart	Requested Item [sc_request_item]
Request Task	Bar chart	Catalog Task [sc_task]
Daily Request Open Trends	Line chart	Request [sc_request]
Daily Request Closure Trends	Line chart	Request [sc_request]
This Month's Request Activity	Line chart	Request [sc_request]
This Year's Request Activity	Line chart	Request [sc_request]
Most Commonly Requested Items	Bar chart	Requested Item [sc_req_item]

Age of Open Items	Bar chart	Requested Item [sc_req_item]
Top Ten Requestors	Bar chart	Requested Item [sc_req_item]
Active Request Calendar	Calendar	Requested Item [sc_req_item]
Active Tasks by Assignment Group	Bar chart	Catalog Task [sc_task]
Tasks Closed Today	Bar chart	Catalog Task [sc_task]
Tasks Closed this Week	Bar chart	Catalog Task [sc_task]
Tasks Closed this Month	Bar chart	Catalog Task [sc_task]
This Year's Weekly Activity	Trend chart	Catalog Task [sc_task]
This Month's Daily Activity	Trend chart	Catalog Task [sc_task]
This Week's Daily Activity	Trend chart	Catalog Task [sc_task]
Today's Hourly Closure Activity	Trend chart	Catalog Task [sc_task]
Knowledge created in past 30 days	Pivot Table	Knowledge [kb_knowledge]
Knowledge updated in past 30 days	Pivot Table	Knowledge [kb_knowledge]
Knowledge flagged in past 30 days	List	Knowledge [kb_knowledge]
Knowledge by Workflow state	Pie chart	Knowledge [kb_knowledge]
Knowledge views	Bar chart	Knowledge Use [kb_use]
Knowledge views by Author trended by Month	Trend chart	Knowledge Use [kb_use]
Knowledge use by Author trended by Month	Trend chart	Knowledge Use [kb_use]
Knowledge use	Bar chart	Knowledge Use [kb_use]
Knowledge created by Author	Trend chart	Knowledge [kb_knowledge]
Knowledge Ratings for past 30 days	Pivot Table	Knowledge Feedback [kb_feedback]
This Year's Spending by Department	Trend chart	Requested Item [sc_req_item]
This Year's Spending by Location	Trend chart	Requested Item [sc_req_item]
Group Membership	List	Group Member [sys_user_grmember]
Role Allocation	List	User Role [sys_user_has_role]
Users	List	User [sys_user]

Service Desk Technician Competency 90 Day Average	Bar chart	Task Survey and Assessment Details [task_assessment_detail]
Task Survey States 90 Days	Pie chart	Task Survey [task_survey]
Service Desk Survey 'Timely Response' 30 Days	Bar chart	Survey Response [survey_response]
Service Desk Survey 'First Call Resolve' 30 Days	Pie chart	Survey Response [survey_response]
Service Desk Survey 'Tech Competence' 30 Days	Bar chart	Survey Response [survey_response]
Service Desk Survey 'Overall Experience' 30 Days	Bar chart	Survey Response [survey_response]
Service Desk Survey 'Tech Courteous' 30 Days	Bar chart	Survey Response [survey_response]
SLAs by Stage	Pie chart	Task SLA [task_sla]
SLAs by Stage (by SLA)	Bar chart	Task SLA [task_sla]
SLAs by Type (by Stage)	Bar chart	Task SLA [task_sla]
Breached SLAs by Type	Bar chart	Task SLA [task_sla]
Achieved SLAs by Type	Bar chart	Task SLA [task_sla]
My Groups SLAs by Stage	Bar chart	Task SLA [task_sla]
My Groups Active SLAs	List	Task SLA [task_sla]
My Active SLAs	List	Task SLA [task_sla]
My Incidents by State	Pie chart	Incident [incident]
Configuration Item by Manufacturer	Horizontal bar	Configuration Item [cmdb_ci]
Incidents by Caller's Company	Bar chart	Incident [incident]
Incident by Caller and State	Pivot Table	Incident [incident]

APPENDIX 5

Please find Appendix 5 – ServiceNow Service Strategy Suite Functionality Overview on the following pages.

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Service Strategy Suite Functionality Overview

Service Strategy Suite 2
Project Portfolio Suite 2
Project Portfolio Management in the ServiceNow Project Portfolio Suite 3
Business Relationship Management Overview 4
Demand Management Overview 5
Project Management Overview 5
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Resource Management Overview 12
Financial Management 13
Budgets 22

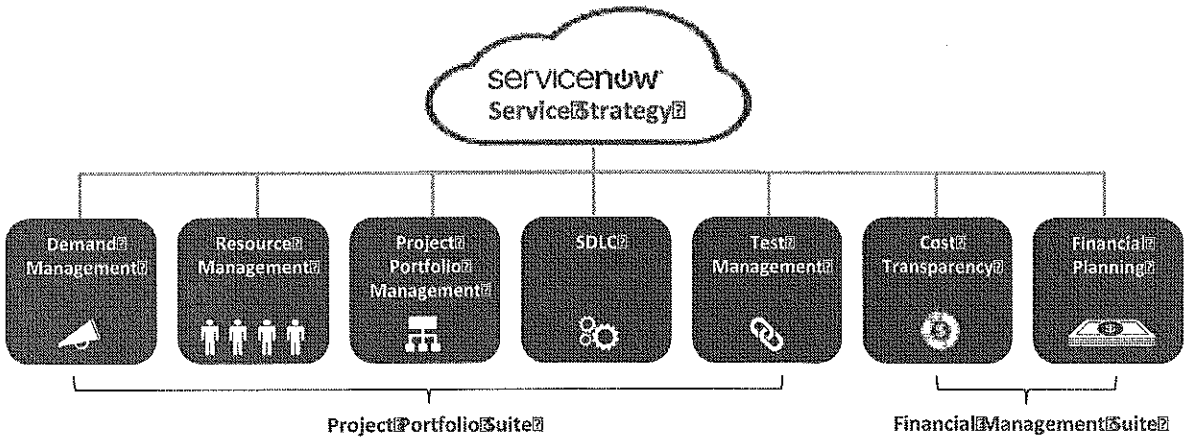
Service Strategy Suite

ServiceNow's Service Strategy Suite consists of solutions geared toward the following roles:

Workers: can develop projects, complete tasks, track and collaborate on work, view status reports and dashboards, and submit timesheets.

Planners: are Project managers, program managers and budget owners. They can create and manage projects, design and distribute status reports, build budgets, track performance, manage resources and plan for capacity.

Analysts: are Financial Analysts, Business Service Owners, etc. This role is designed to administer cost transparency, create and manage services, view cost transparency data/reports.



Project Portfolio Suite

Leaders across the enterprise do not feel confident that they are investing in the right projects. The major challenges are:

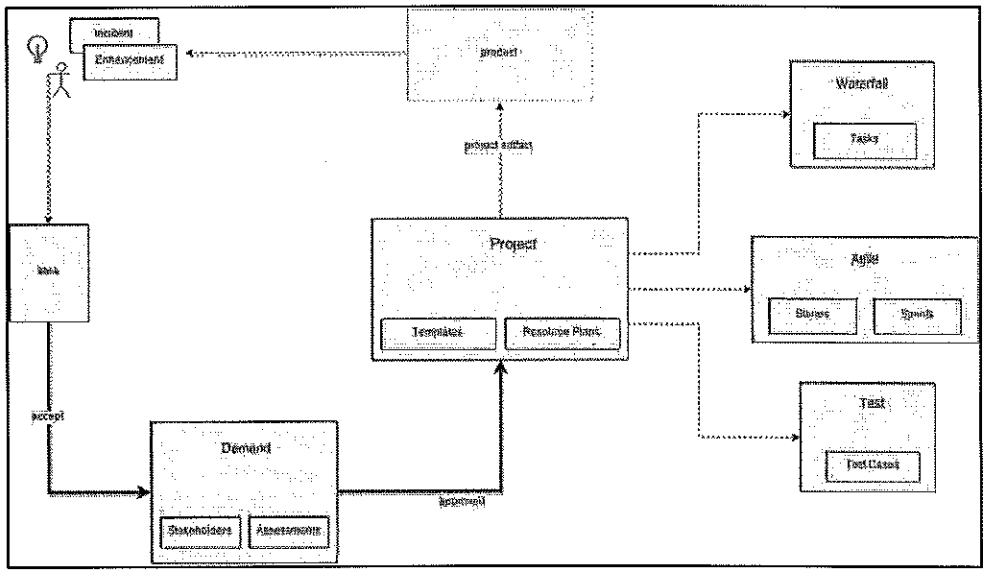
- No single point of entry: requests coming via phone, email, during meetings:
  - no automated workflow to route demand to the appropriate channels for review and deliver
  - inability to truly hear the 'voice of the customer' and create a comprehensive 360-degree relationship management tool that drives business convergence and dynamic service-aware demand management
  - no way to associate demands (both project and enhancements) back to the strategic drivers of the enterprise and lines of business – hence lacking that line of sight between the work of IT and goals of the enterprise
- Once a project has been finally approved, teams are managing work in silos:
  - using multiple disparate systems
  - gaps between the Project Manager and the management of project team resource availability
  - project status and updates are untimely or delayed
- No visibility on the value of ideas and projects to the organization:
  - cannot prioritize
  - no alignment to larger goals and strategy of the enterprise
  - hard to optimize budgets and resource allocations
  - inability to measure the benefits realized through project execution

Project Portfolio Management in the ServiceNow Project Portfolio Suite

Business Management involves coordinating and integrating many business units and departments across an enterprise. ServiceNow Project Portfolio Suite (PPS) provides a simplified, team-oriented approach to Project Portfolio Management and IT development by combining several individual applications.

With ServiceNow Project Portfolio Suite, you can:

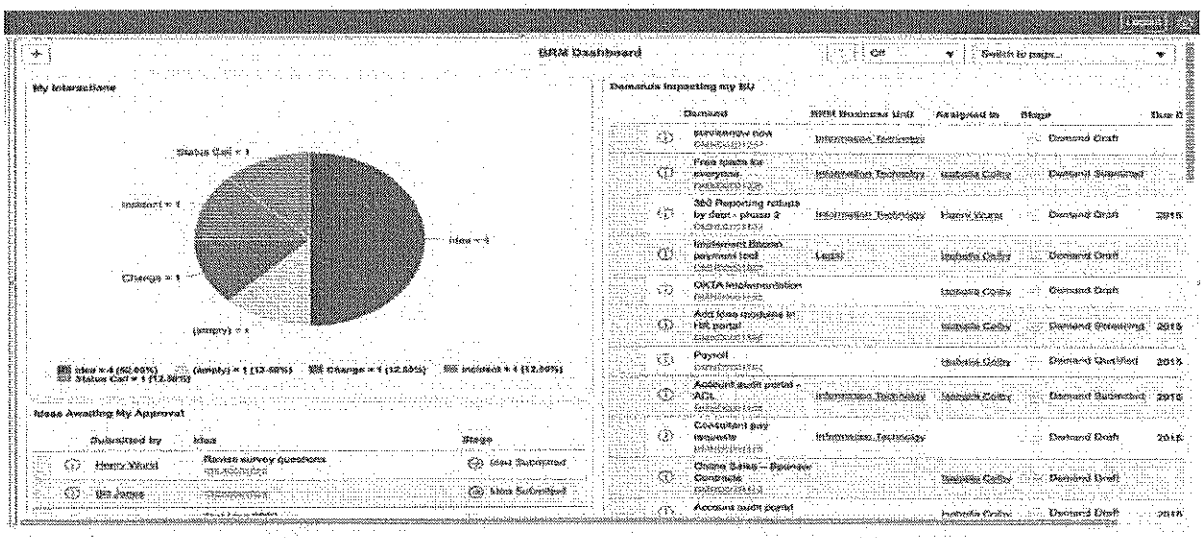
- Use ***Business Relationship Management*** to truly converge with IT's business partners, providing strategic visibility and influence to the work of IT, as well as tactical oversight of business partner service performance
- Use ***Demand Management*** for gathering and assessing ideas and promoting accepted ideas to strategic and operational demands.
- Create resource plans and request resources with ***Resource Management***
- Manage projects with ***Project Management.*** This suite of tools is used to manage the tasks and resources in the project.
- Manage the software development and release process with ***Software Development Lifecycle***
- Provide assurance through ***Test Management*** which provides for manual testing

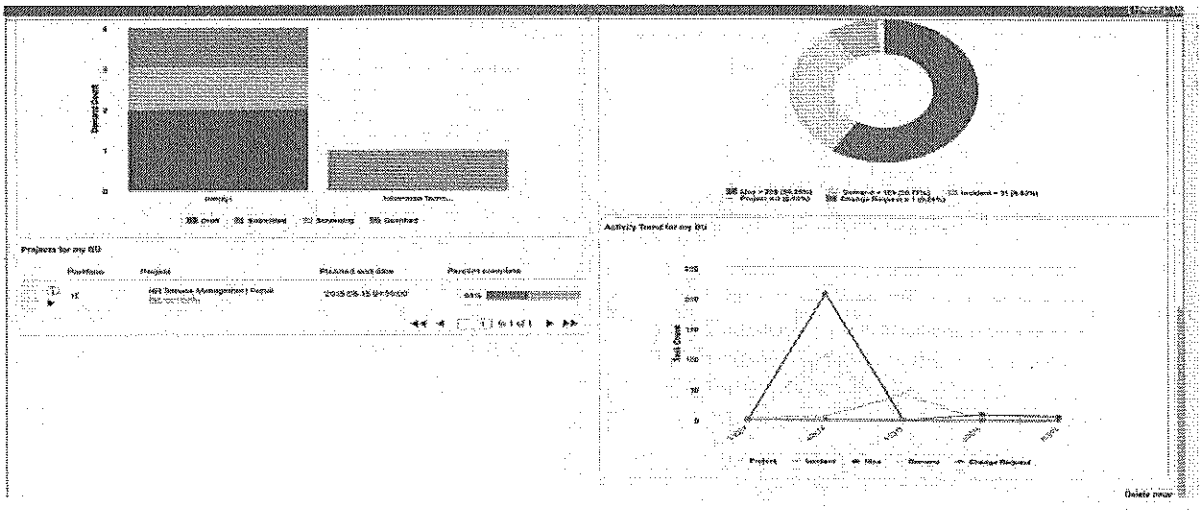


Business Relationship Management Overview

Business Relationship Management – allows a first-view of ideation and creates the ability to have a tighter coupling of the work of IT and the needs of IT's business partners. This is done through creating dynamic relationships and allowing the workflow and reporting capabilities of the platform to provide unparalleled visibility into the needs of the business and invaluable insight into driving prioritization and portfolio alignment.

- *Interaction Management* – ability to innately track and manage all interactions between IT BRM, other IT Leadership and your key business stakeholders. The ability to convert these tracked interactions into Ideas, or other artifacts all within a single system of record creates clear value mapping
- *Strategic Alignment* – ability to define the strategic work of the enterprise and business units and associate the work of IT
- *Benefit realization* – propose, plan and measure key quantified and qualified benefits
- *Real-time Business Partner Reporting* – ability to visualize business partner service performance, portfolio execution and create complete awareness of the organizational health



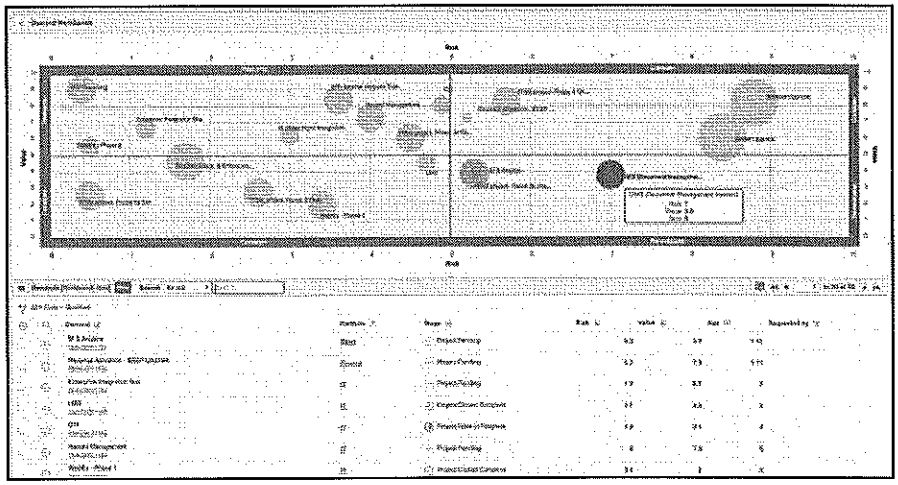


Demand Management Overview

The Demand Management application consists of tools for capturing, centralizing, and analyzing strategic and operational demands. It also provides a single location for managing all of the demand information.

- *Ideation:* End-users can create and submit ideas for their projects. The ideation module provides an easy way for users to **submit ideas** and for Planners to **assess those ideas** before promoting them to demands. Ideation also helps end users track the progress of an idea as it moves through the demand life cycle, from an idea to a demand to a project, enhancement, change, or defect.
- *Demand Workbench:* The workbench enables better visualization of **demand prioritization** based on configurable variables (XYZ-axis) collected in the demand process. This combined view may be used to create new demands, prioritize and evaluate demands, approve or reject based on collective stakeholder feedback, automatically create new projects once approved and associate requirements, risks, etc. captured during the demand process.

  Planners can use this interactive page for assessing and adjusting demands from the Demands list or a bubble chart that indicates combinations of demand risk, value, and size. The demand workbench provides a central location for viewing and assessing business demands. The demand workbench makes it easy to manage demands by presenting multiple interactive views of demand information on one page. The workbench is split into two panes: the top pane presents an interactive bubble chart for assessing demands and the bottom pane displays the demand details in a list view. The demand workbench provides real-time interaction between the two panes. Modifying a demand in the bubble chart automatically updates the values in the demand record. Similarly, changes made to a demand record are automatically reflected in the bubble chart. By default, the workbench displays demands that have been screened by stakeholders or qualified by the demand manager. With the **Planner role**, you can use the workbench to:
  - Create new demands
  - View, evaluate, and update demands
  - Create artifacts from demands, including projects, enhancements, changes, and defects



- *Demand Roadmap:* Displays demands by state and groups them by portfolio on an interactive timeline

For an illustration, please view this video tutorial on Demand Management:
https://www.youtube.com/watch?v=Tv5885eTmlE

Project Management Overview

The Project Management application is a suite of tools that aids in managing projects, tasks, and resources. It provides the ability to create and manage projects of all sizes, from small projects with a few tasks to large portfolios of projects that contain complex tasks with various relationships and dependencies.

Project management includes tools to help you create, view, and manage projects:

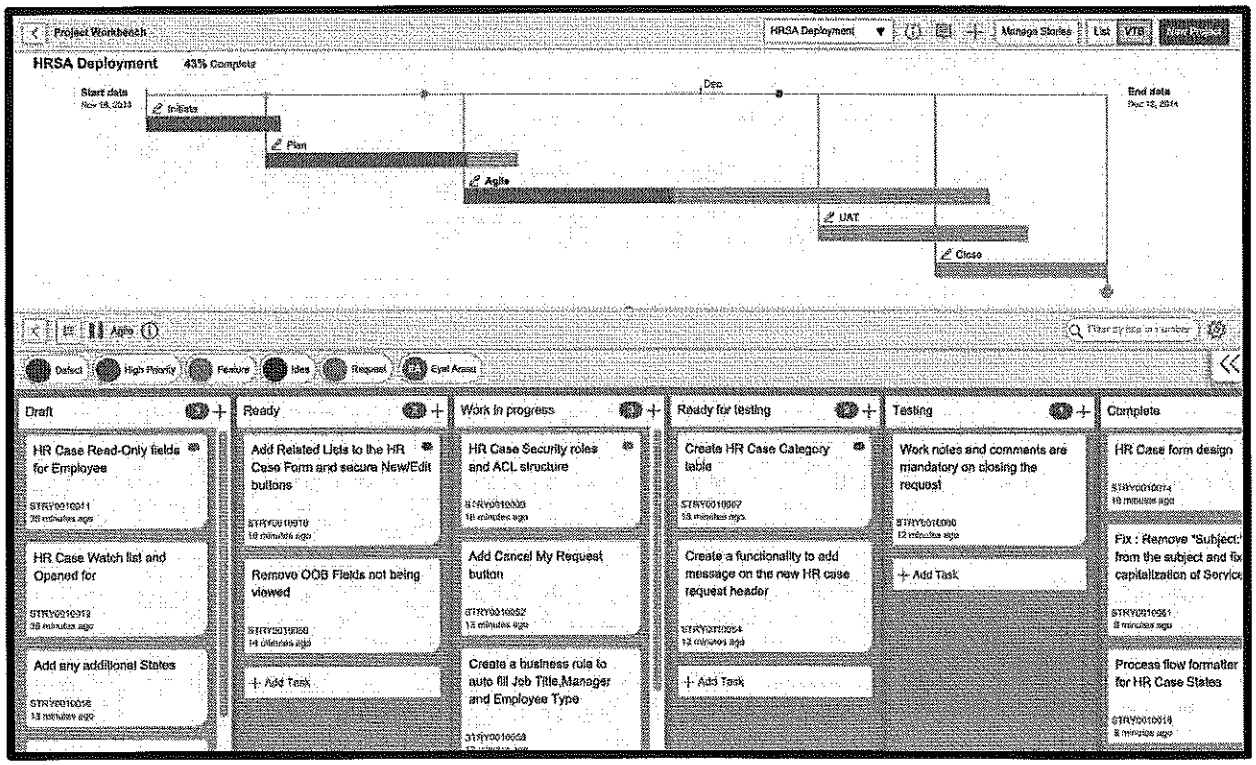
- *Project workbench* gives project managers the ability to manage the different aspects of a project from a central location on a single page. Realize rapid time to value by quickly creating projects from scratch or templates with waterfall, agile, or a hybrid approach. Establish one place for all project communication and work in a team-centric environment. This collaborative work area allows teams to manage projects using an interactive project timeline that displays top-level phases and milestones as well as a detail area that displays project task information either in list view or on a visual task board. This workbench supports both Project Management and Application Lifecycle Management applications, allowing for a hybrid approach to project management.

The project workbench makes it easy to manage projects by presenting project information in two panes. The top pane displays a timeline with the project phases and milestones; the bottom pane displays details for the phase selected in the timeline. The project workbench provides real-time interaction between the timeline, the list view, and the visual task board.

The project workbench also supports the following features:

- **Project templates:** Project managers (Planners) can quickly and easily create projects based on templates, which define the basic structure of a project.
- **Manual project calculation:** The workbench adds the capability of creating projects that use manual calculation. Project managers can also create auto calculation projects from the Project Management application.
- **Composite fields:** This new field type combines information from two fields in a table to form a single field.

The project workbench displays project information in two distinct areas. The top pane displays the project visualization, and the bottom pane displays phase details in a list view or visual task board. There is also a header above the workbench that includes several buttons and controls.



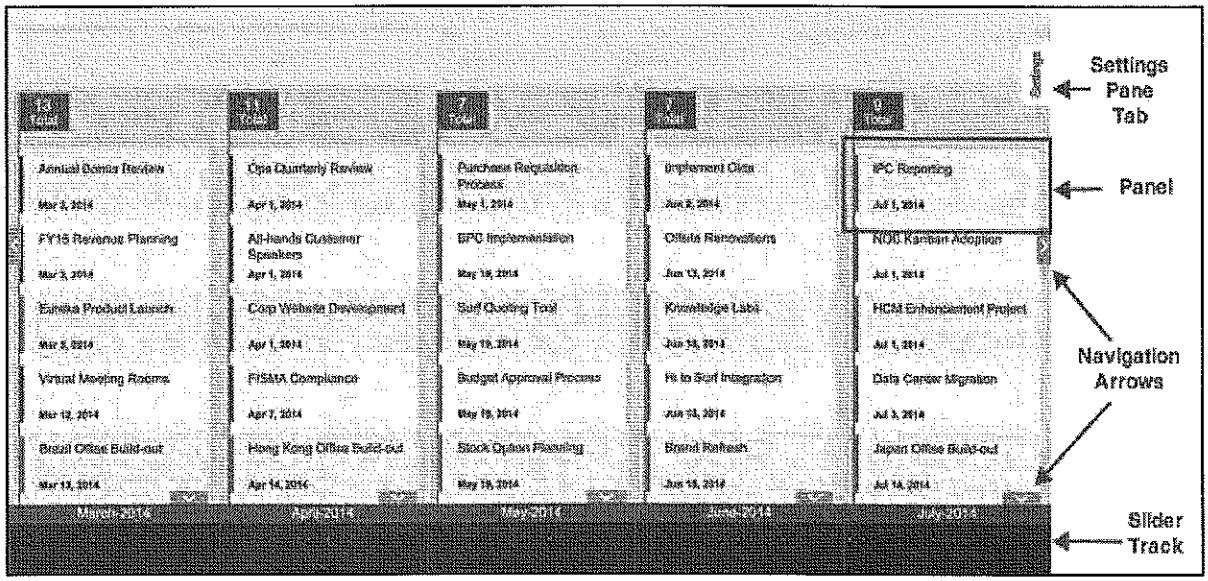
With the project manager role (Planner), you can use the project workbench to:

- Create new projects or manage existing projects.
- Create and update project phases and milestones.
- Assign a team to an agile phase.
- Create and update project tasks, stories, and test cases.
- Attach test plans to a test phase.
- View and manage project details from a list view or visual task board.

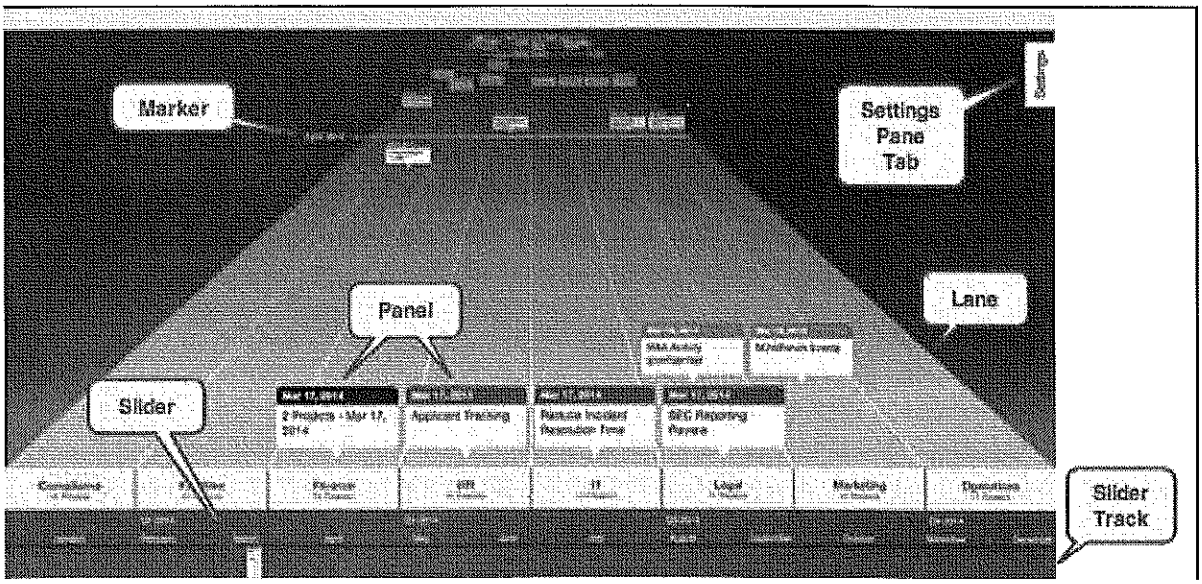
- *Project templates* define the basic structure of a project, including project tasks and sub-tasks, attachments, and other project information. The project template feature gives project managers a simple way to create, save, and reuse this project structure. Project managers can use project templates to create, save, and reuse project structure, including project tasks with sub-tasks, attachments, and other project information
- *Project task relationships and dependencies:* Create child tasks that are nested under a parent task and successor tasks that are dependent on the completion of a predecessor task.
- *Gantt charts:* Use this visual representation of a project timeline to view task start and end dates and task dependencies, add and delete tasks, change task dates and dependencies, and assess the progress of the overall project.

- *CIO Roadmap:* Displays projects and groups them by portfolio on an interactive timeline. Please see images below:

2 Dimensional Image of the CIO Roadmap



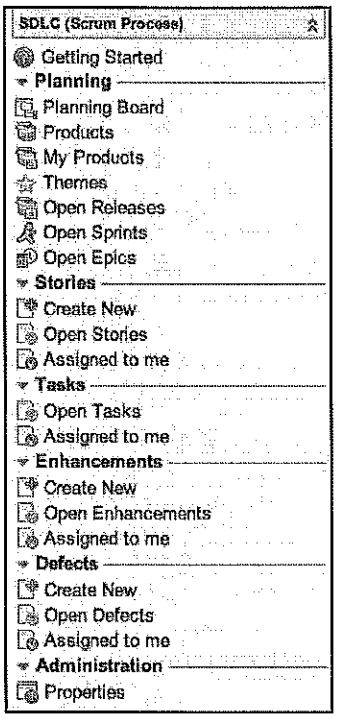
3 Dimensional Image of the CIO Roadmap



Software Development Lifecycle Overview

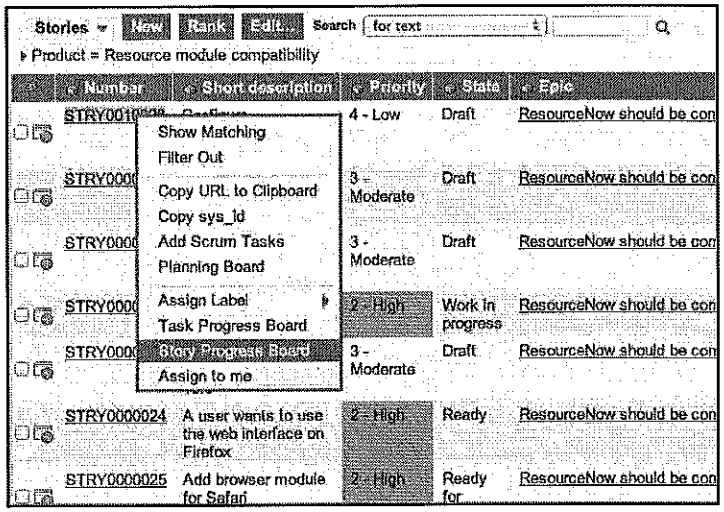
Scrum is an iterative and incremental framework for project management mainly deployed in agile software development environments. Scrum has the following characteristics:

- A short, fixed schedule of cycles with adjustable scope, called sprints, to address rapidly changing development needs.
- A repeating sequence of events, milestones, and meetings.
- A practice of implementing and testing new requirements, called stories, to ensure some work is release-ready after each sprint.
- Commonly used roles such as product owner, scrum master, and team member.



SDLC (Scrum Process) menu in the application navigator

- Integration with PPS: Integrates components of project portfolio management (PPM) with SDLC (Scrum Process) to enable a project management approach that combines the Waterfall and Agile methodologies. This integration allows project managers to manage the project backlog; add phases, stories, and tasks to the project workbench; and assign teams to projects.
- Stories: Provide a description of a requirement that is easy to understand by developers and other team members and acceptance criteria that is measurable and testable.
- Sprints: Create sprints with release information, story points, and dates; add and rank stories; add team members and assign scrum roles.
- Sprint planning: Use the planning board to create the sprint backlog; create, edit, and delete stories; add scrum tasks; and manage team capacity.
- Progress boards: Use story and task progress boards to update and track the progress of stories and tasks in a sprint cycle.



- Scrum charts: Velocity charts can help determine how many points worth of work can be completed per sprint for a given team. Burn down charts compare expected progress against actual progress for releases or sprints.

Test Management Overview

Test Management provides an integrated, team-centric test planning and execution framework that helps organizations deliver higher quality services faster. It is integrated with Project Portfolio Management and SDLC applications, which provides real-time status reporting, more scalability and reliability, a strong and flexible platform, and workflow capabilities. The Test Management application provides a tool for manual software testing. Test managers can use this application to manage all phases of the testing process:

- Create and maintain the test repository by creating test suites, test cases, and tests.
- Enable test execution by creating test plans, adding test cases, and assigning testers to test cases.
- Initiate the testing process and monitor the progress.
- Evaluate test results and complete the test plan sign-off form.

Testers can use this application to:

- Perform tests and record results.
- Update test case status.
- Report defects and retest, as necessary.

In addition:

- Integration with PPS: The project manager can create a test phase in the project workbench, assign a test plan, and create or update test cases and tests. As testing progresses, test data is recorded in the project phase.
- Test manager tasks: The test manager can create test plans and test cases, set up guided test execution using Assessments, monitor the testing process and evaluate test results, and complete test plan sign-off.
- Tester tasks: Testers can perform tests and record results, report defects and blocking issues, and update test and test case status.

Illustration: Test Cases sent to testers.

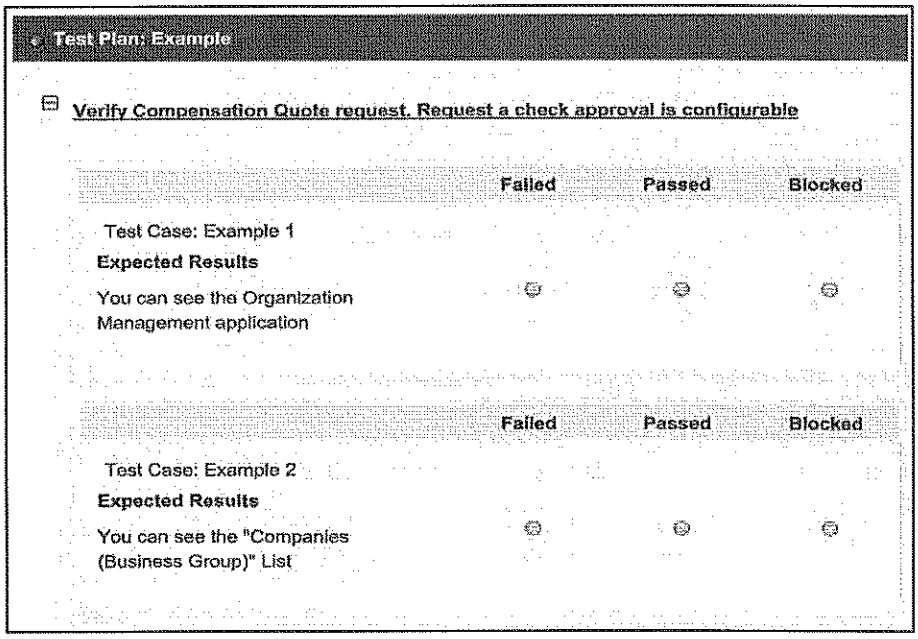


Illustration: Test Overview modules with pre-canned widgets

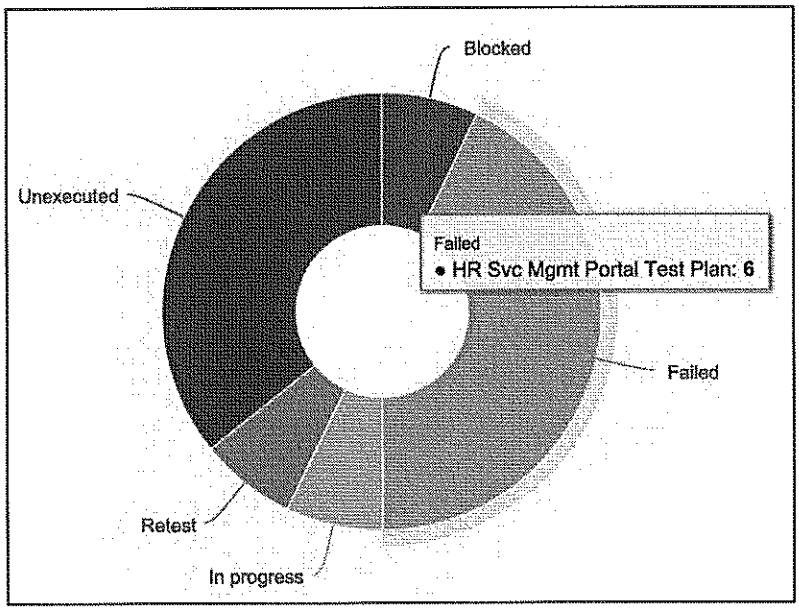
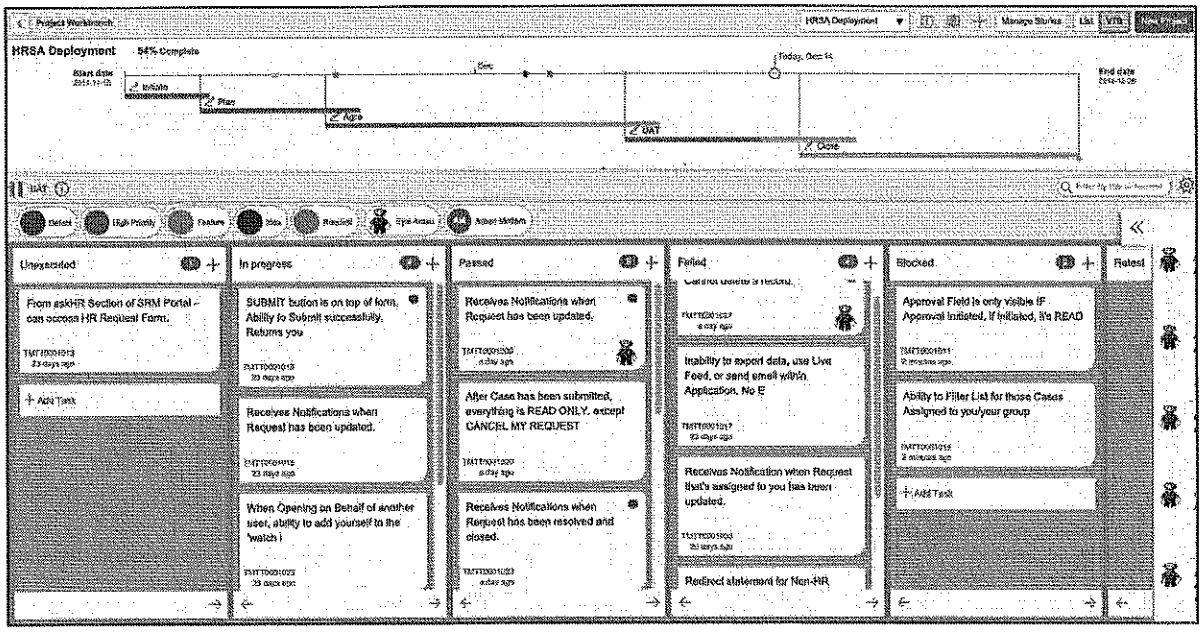


Illustration Test case progress

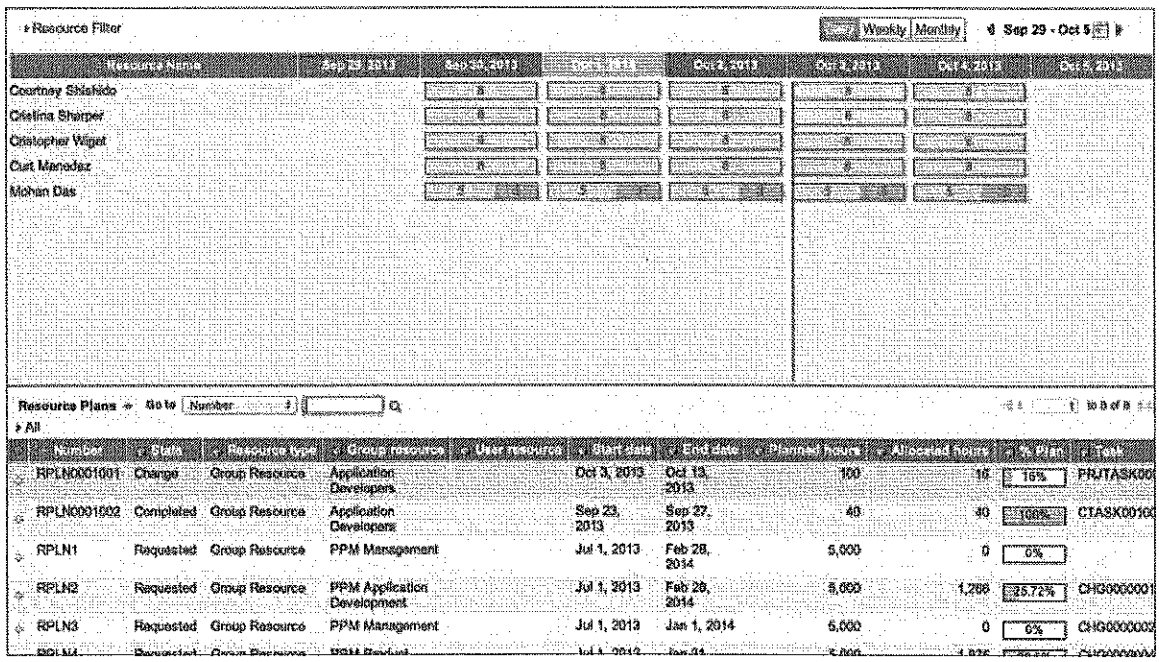


Resource Management Overview

The Resource Management application enables resource requesters, such as project managers or change managers, to create resource plans and request resources. Resource managers use the application to assign resources to tasks. The Resource Management application can be used in conjunction with any task on the ServiceNow platform, including project tasks, incidents, problems, or changes.

With the Resource Management application:

- Resource managers can see which resources are available and which are busy at a given time.
- Resource managers can select the resources under their control to work on their tasks, by the hour if appropriate.
- All users can add tasks and view planned work on a calendar.
- Project managers and resource managers can create reports on resource utilization and availability
    - Resource plans: Use resource plans to request resources, assign resources to tasks, track effort, and track costs.
    - Allocating resources: View resource availability and select the resources that can be assigned to specific tasks.
    - Resource console: Gives resource managers a comprehensive view of resources, resource availability, and all resource plans.



- Resource schedules: Use these schedules to set the days and hours of the typical workweek.

Financial Management

With the IT Finance application, you can allocate, track, and report on expenses in your organization. The application provides a workbench, which is a visual tool that you can use to extract expenses from your general ledger, process the expenses, and map them to the functions used by IT. You also have access to a variety of reports to help you know exactly how much of your expenditures are related to IT.

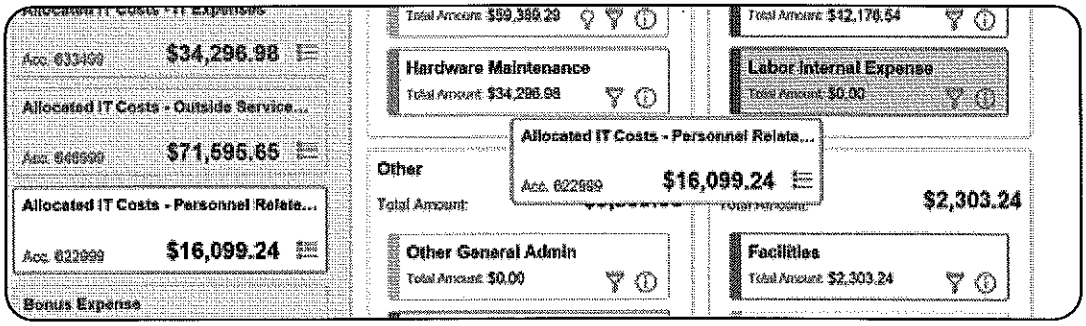
The IT Finance applications uses these components:

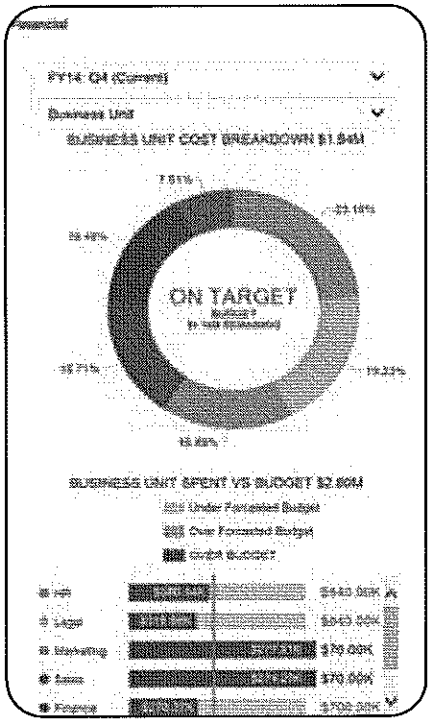
- **The general ledger:** a list of your organization's expenses.
- **The fiscal period:** the timeframe during which expenses were incurred. You can work with only one fiscal period at a time.
- **Your cost model:** the rules, methods, and metrics that tell the application how to allocate expenses to the accounts in the IT chart of accounts.
- **The allocation engine:** the core of the application that uses your cost model to calculate expenses and determine how to allocate expenses.
- **Financial reports and dashboards:** graphical representations of the expense allocations that show you where your expenses are coming from.

With the workbench, you can manage your general ledger, choose the fiscal period, build your cost model, and run the allocation engine.

It enables executives and managers with the ability to explain IT spend by demonstrating to the business that IT is aligning their investments around business needs. It provides:

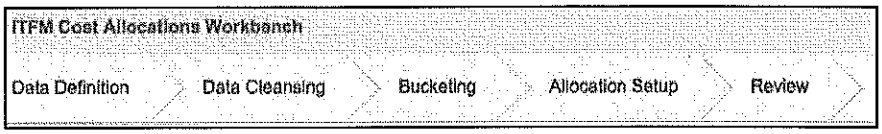
- a fair, accurate, and transparent view of costs based on service consumption
- the ability to build cost models in ServiceNow by leveraging the data already in the system such as the costs associated with projects
- an automated method for accountability where manual reports from Excel or integrations to a separate tool can be avoided





With the IT Finance solution you can:

- Open the workbench, which is a user-friendly interface that you can use to manage expense data in the general ledger, set up the cost model, and perform allocations.

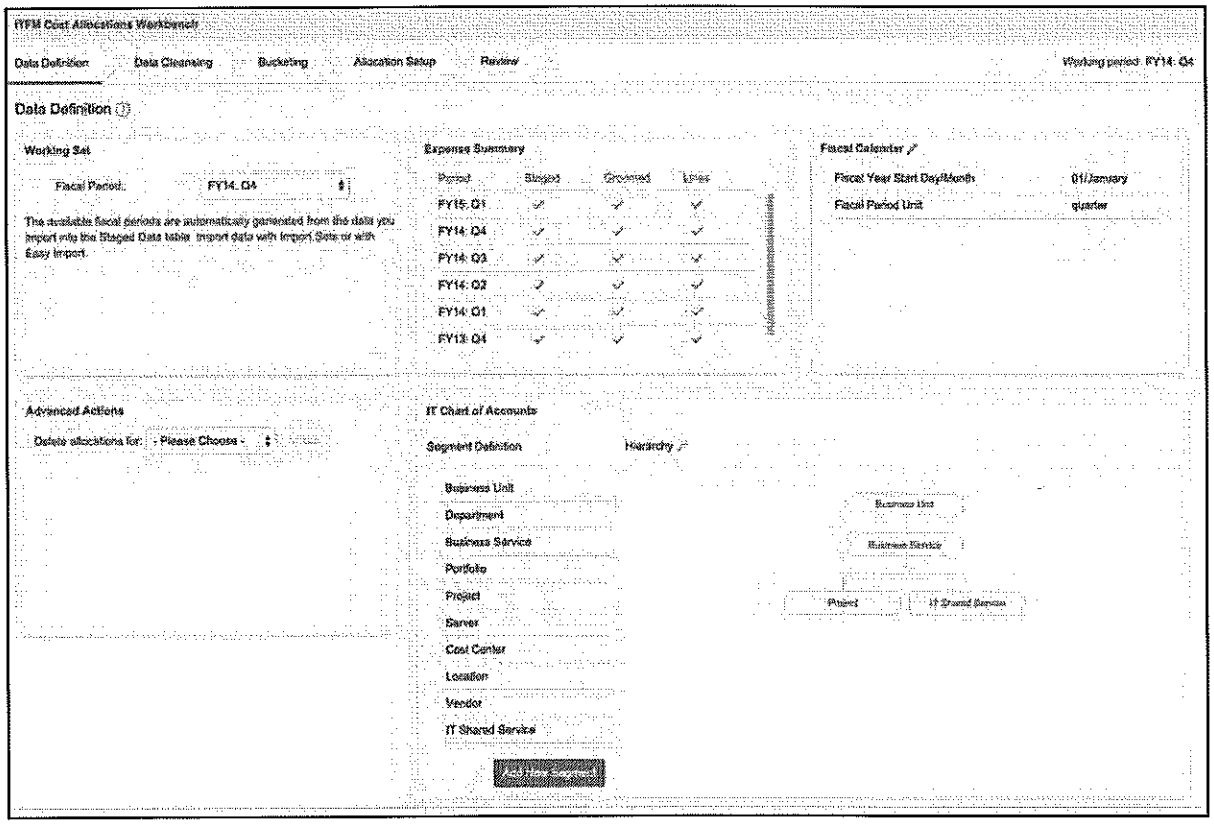


Data Definition

After you import financial data into the application, choose the data set and fiscal period you want to work with, and if necessary, modify the fiscal calendar, IT chart of accounts, and account hierarchy. You can also delete existing allocation data if you are want to process expense data again with a different set of allocation rules.

On the **Data Definition** stage, several sections are presented:

- Fiscal Calendar: Choose the start date of your fiscal year.
- Working Set: Select the fiscal period that you want to work with. Fiscal periods are automatically created based on the financial data that you import. As you progress through the workbench, only the expenses that were incurred during the fiscal period that you select here are available to you.
- Expense Summary: See whether or not there are records in the staged and groomed general ledger tables, and if there are allocation lines
- Advanced Actions: Revert allocations for expenses or delete allocation lines.
- IT Chart of Accounts: Modify the segments in the IT chart of accounts and their positions in the hierarchy. You can add segments and remove any newly added segments, but you cannot remove the ten default segments that come with the IT chart of accounts. The hierarchy defines how expenses roll up between accounts. You can modify the default hierarchy or build a new hierarchy.



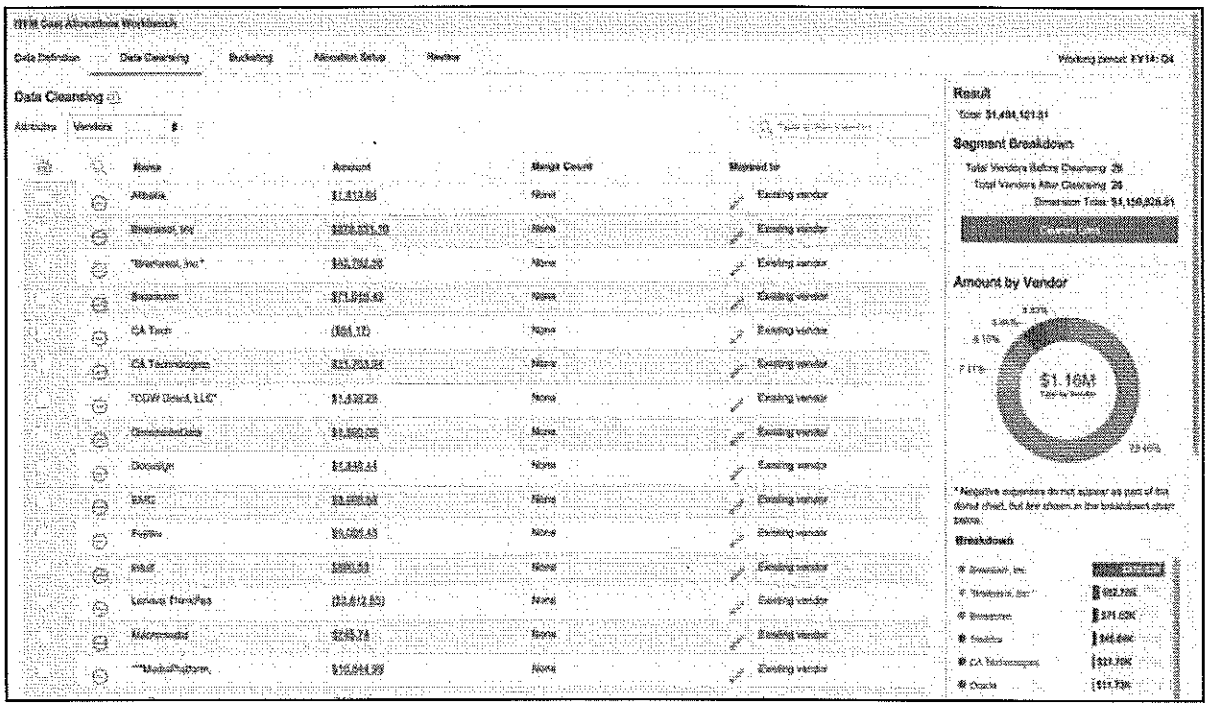
Data Cleansing

After you review the data definition, you can cleanse financial data to ignore unnecessary financial records and combine similar records that belong together in the same segment.

The summary section on the right pane provides a breakdown of the expenses that comprise each segment.

In the Cleansing stage, you can:

- Review the imported expenses
- Merge expense rows.
- Map expenses to records in the selected segment.



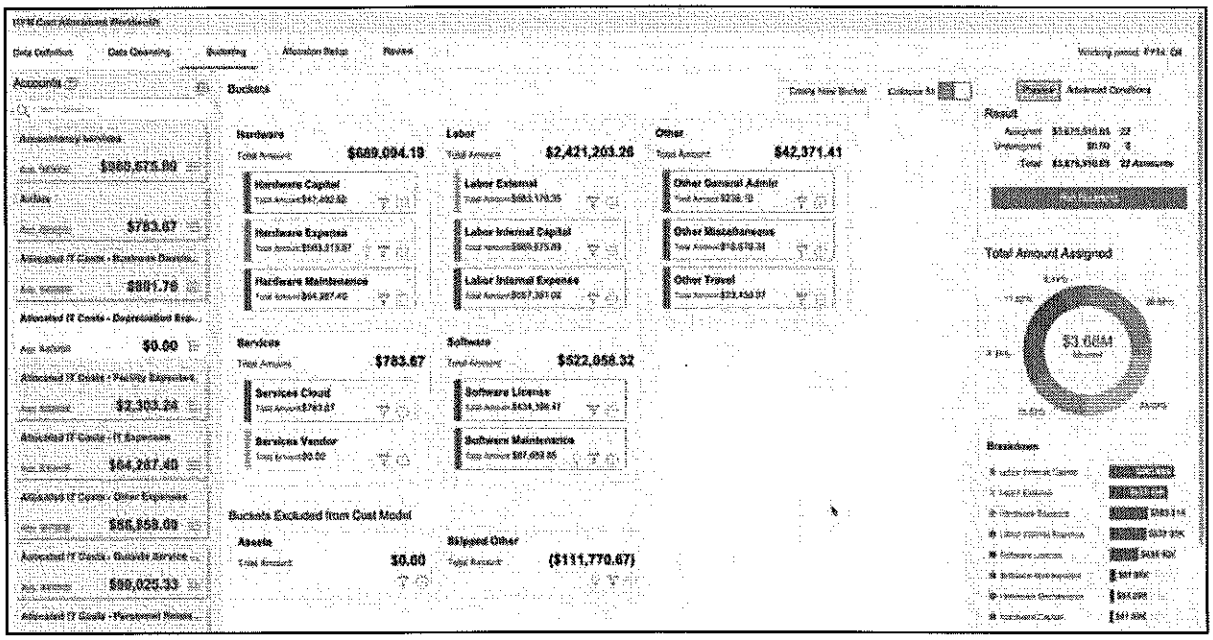
Bucketing

After you cleanse the data, you can assign expenses to groups called *buckets*. A bucket can be any type of category that helps you organize expenses. Do not confuse buckets with segments. Buckets are customizable groups in which to put expenses before allocation. Segments, which are defined in the IT chart of accounts, are parts of your organization to which you can allocate expenses.

On the Bucketing page, the expenses that you cleansed appear on the left pane, grouped by account number. The buckets into which you can group expenses appear in the middle pane. The summary section on the right pane provides a breakdown of how the expenses are assigned to buckets. If you do not see the correct data in the Accounts column, open the cleansed general ledger and verify that the records are correct.

In the Bucketing stage, you can:

- Create and modify buckets
- Create the filter conditions that modify what expense are permitted into each bucket.
- Put the expenses for each account to the correct bucket.
- Review bucket assignments and run the bucketing engine.

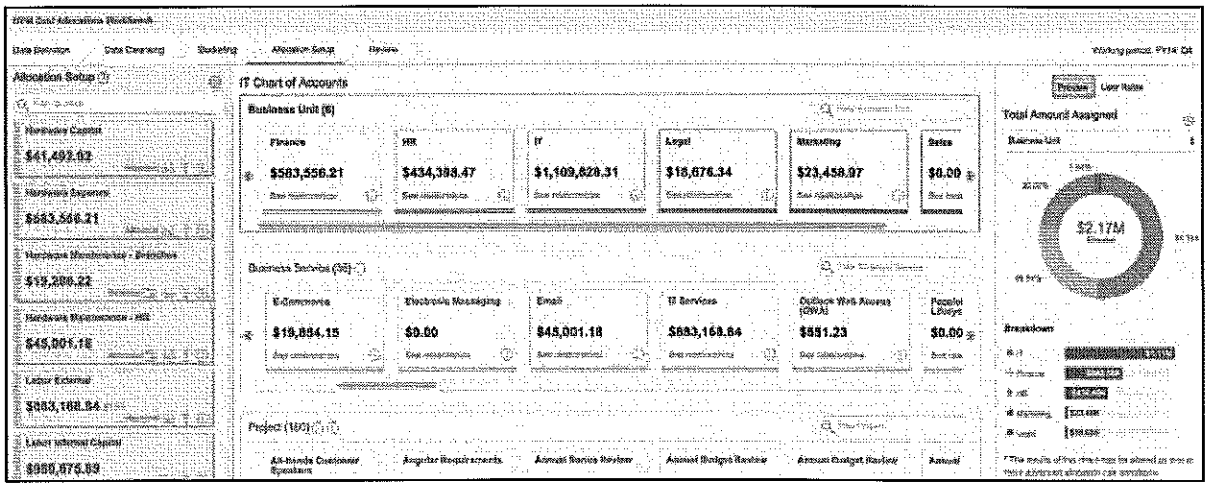


Allocation Setup

On the Allocation Setup page, the sub-buckets that you created appear in the left pane, except for sub-buckets that you excluded from the cost model. The segments and their accounts appear in the middle pane, in the hierarchy that you defined in the data definition stage. The summary in the right pane provides a breakdown of how the expenses are assigned to accounts in each segment.

In the Allocation Setup stage, you can:

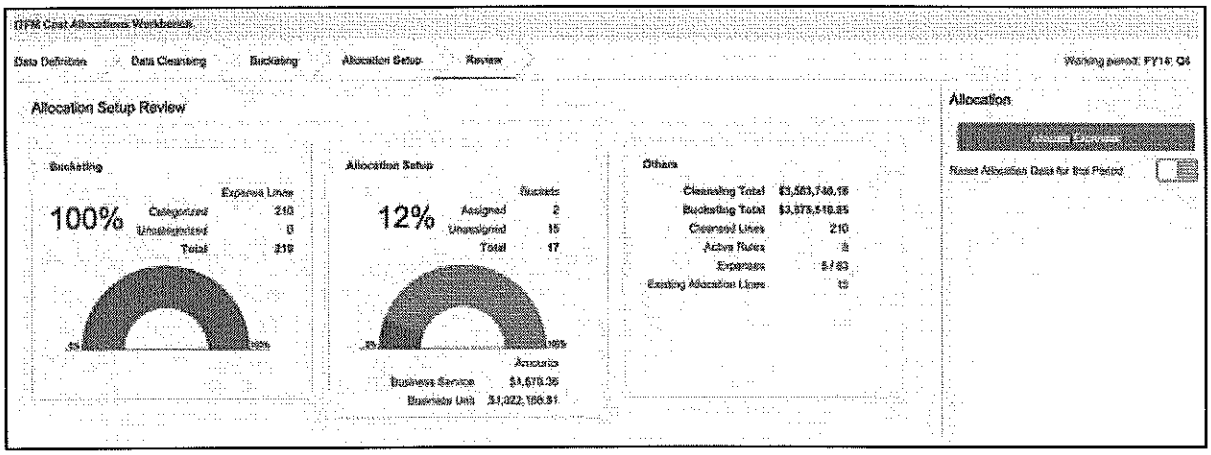
- View bucket contents and split buckets into smaller buckets, if necessary.
- Create and modify rollups to specify exactly how expenses are applied to higher-level segments in the hierarchy.
- Assign expenses to accounts.
- Review assigned expenses and revert buckets, if necessary.



Review

On the Review page, these summaries are available:

- **Bucketing:** The percentage of expenses that are assigned to buckets on the Bucketing stage.
- **Allocation Setup:** The percentage of buckets that are assigned to accounts in the segment hierarchy on the Allocation Setup stage.
- **Others:** Detailed allocation information, such as the expense amounts that are to be allocated to segments, the amount that was cleansed in the data cleansing stage, and the number of buckets, allocation rules, and expenses from the general ledger that are ready to be used during allocation.

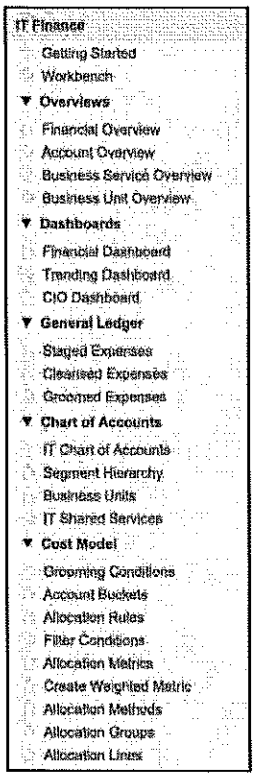


The application menu is shown below:

View Overviews

- **Financial Overview:** View reports that show costs per fiscal period for each segment in the IT chart of accounts.
- **Account Overview:** View reports that show allocations for the accounts in all segments.
- **Business Service Overview:** View reports that show allocations for business services.
- **Business Unit Overview:** View reports that show allocations for business units.

- View allocations, trending, summaries in Dashboards
  - **Financial Dashboard:** View the main financial management dashboard that shows allocations for selected segments.
  - **Trending Dashboard:** View reports that shows allocation data for each segment over time.
  - **CIO Dashboard:** View a report that gives CIOs a quick summary of IT finances, operations, and projects.



- Work with your General Ledger
  - **Staged Expenses:** Access the list of the expenses that you imported into the application.
  - **Cleansed Expenses:** Access the expenses that you already cleansed in the workbench. (*Remove unnecessary financial expenses and put similar expenses in the same segment. This cleansing stage gives you the opportunity to tidy up expenses in the general ledger.)*
  - **Groomed Expenses:** Access the expenses that are already groomed, assigned to buckets, and ready for allocation. (*Assign the buckets to accounts and segments that comprise the IT chart of accounts, and create rules that govern how segments relate to each other.)*
- Access the correct segments, subunits, organizations, functions from the Chart of Accounts
  - **IT Chart of Accounts:** Access the definitions that specify the segments used by your cost allocation method.
  - **Segment Hierarchy:** Access the records that control the hierarchy of segments in the IT chart of accounts.
  - **Business Units:** Access the business units that are associated with companies. By default, the business unit is the first segment in the IT chart of accounts.
  - **IT Shared Services:** Access the services that are shared across your IT infrastructure.

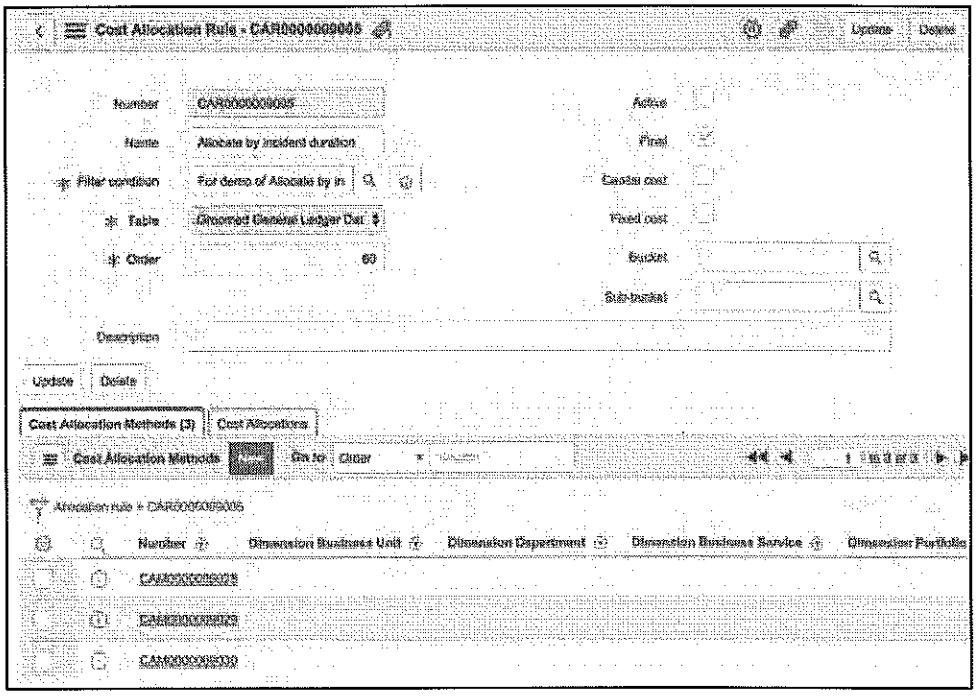
And, develop the Cost Model that works for your organization. Our applications have the advantage of being built on a single service automation platform with one user interface, one code base, and one data model. Information captured in one application (i.e. configuration items through Discovery) is available to be utilized in another application such as IT Cost or IT Financial management. And through the Service Catalog, consumption of assets or services is tied back to the requesters and the appropriate cost centers.

- **Grooming Conditions:** Access advanced query conditions that the workbench uses during the Bucketing stage.
- **Account Buckets:** Access the buckets that you can use in the workbench to group expenses.
- **Allocation Rules:** Access all cost allocation rules used to allocate expenses.
- **Filter Conditions:** Access records that allocations rules use to filter the expenses that can match allocation rules.
- **Allocation Metrics:** Access the metrics that rules and methods use to allocate expenses.
- **Create Weighted Metric:** Create a new weighted metric.
- **Allocation Methods:** Access the methods that cost allocation rules use to allocate expenses.
- **Allocation Groups:** Access the groups you can use to classify allocations.
- **Allocation Lines:** Access the expense lines that have been allocated from expenses in the general ledger.

In ServiceNow Financial Management, *Allocation methods* tell the allocation rule how to calculate the breakdown of the expense. Methods also specify which segment and account should receive the allocation. You can create as many allocation methods as necessary until all of the expenses that match the rule are fully allocated. Methods can only be associated with one rule. If you delete the rule, associated methods are also deleted.

Allocation rules contain the information that the IT Finance application needs to break expenses down and allocate them to segments. Rules use filter conditions, methods, and metrics. Create allocation rules by:

1. Navigate to **IT Finance > Cost Model > Allocation Rules**.
2. Click **New**.
3. Fill out the fields on the form as appropriate (see table).
4. Click **Submit**.



Here is an example of a cost allocation method in ServiceNow:

1. Open an allocation rule.
2. In the **Cost Allocation Methods** related list, click **New**.
3. Fill out the fields on the form as appropriate (see table).
4. Click **Submit**.

Budgets

Budgets provide a way to plan for costs, make forecasts, and evaluate actual expenses versus planned expenses. Budgets take into consideration a wide range of items in your infrastructure, including assets, labor, and the configuration items in the CMDB.

How to use budgets

To use the Budgets feature, you:

1. Identify budget owners, who have visibility to the financial data associated with the budgets.
2. Set up a budget definition, which specifies the segment hierarchy that account codes use.
3. Set up your currency conversion rates if you have budget items in more than one currency.
4. Manually or automatically generate account codes, which tie all budgeting items together. Account codes are especially important for the budget forecast.
5. Set up budget plans, which specify estimated expense summaries for items like assets, contracts, labor, and a target expense amount. Make a plan for a specific fiscal period and associate an account code with the plan.
6. When your budget plan is complete, promote it to a budget forecast. Budget forecasts provide an estimate of estimated expenses versus target amounts for each unique fiscal period + account code combination.
7. Populate the budget table with your finalized budget amounts based on your forecast.
8. View the Budget Variance report to see how expenses compare to budgets for cost centers, departments, and accounts.

You can create and manage budgets through standard lists and forms. You can also use the Budget overview interface to view details about multiple budget plans and perform basic actions, such as copying and deleting plans.

The budget console is an interface that lets you view and manage budgets. The console contains these tabs:

- Review: view data from budget forecasts
- Compare: compare budget details from different fiscal periods
- Plans: see a list of all plan

Please see an example of the "Review" tab below.

Budget Console | Review | Compare | Plans

Period

From: FY16

To: FY16

Segment

Department: All

Account number: All

Budget Owner

Filter By Budget Owner

Visible Columns

- [ ] Override
- [x] Target
- [x] Budget Plan
- [ ] Budget Definition
- [ ] Budget Owner

	FY16		
Account Code	Budget Plan	Target	Amount
653000 > IT Infrastructure	IT Infrastructure FY 16-v1	$0.00	$120,000.00
215550 > IT Operations	IT Operations FY 16-v1	$0.00	$130,000.00
622600 > IT Operations	IT Operations FY 16-v1	$0.00	$140,000.00
622605 > IT Infrastructure	IT Infrastructure FY 16-v1	$0.00	$270,000.00
700130 > IT Operations	IT Operations FY 16-v1	$0.00	$120,000.00
620351 > IT Infrastructure	IT Infrastructure FY 16-v1	$0.00	$140,000.00
622690 > IT Infrastructure	IT Infrastructure FY 16-v1	$0.00	$160,000.00
622690 > IT Enterprise SW App	IT Enterprise SW App FY 16-v1	$0.00	$140,000.00
632100 > IT Infrastructure	IT Infrastructure FY 16-v1	$0.00	$0.00
700130 > IT Services Manage...	IT Services Management FY 16-v1	$0.00	$83,763.47
622800 > IT Enterprise SW App	IT Enterprise SW App FY 16-v1	$0.00	$150,000.00
640071 > IT Services Manage...	IT Services Management FY 16-v1	$0.00	$0.00

APPENDIX 6

Please find Appendix 6 – ServiceNow Advanced High Availability White Paper on the following pages.

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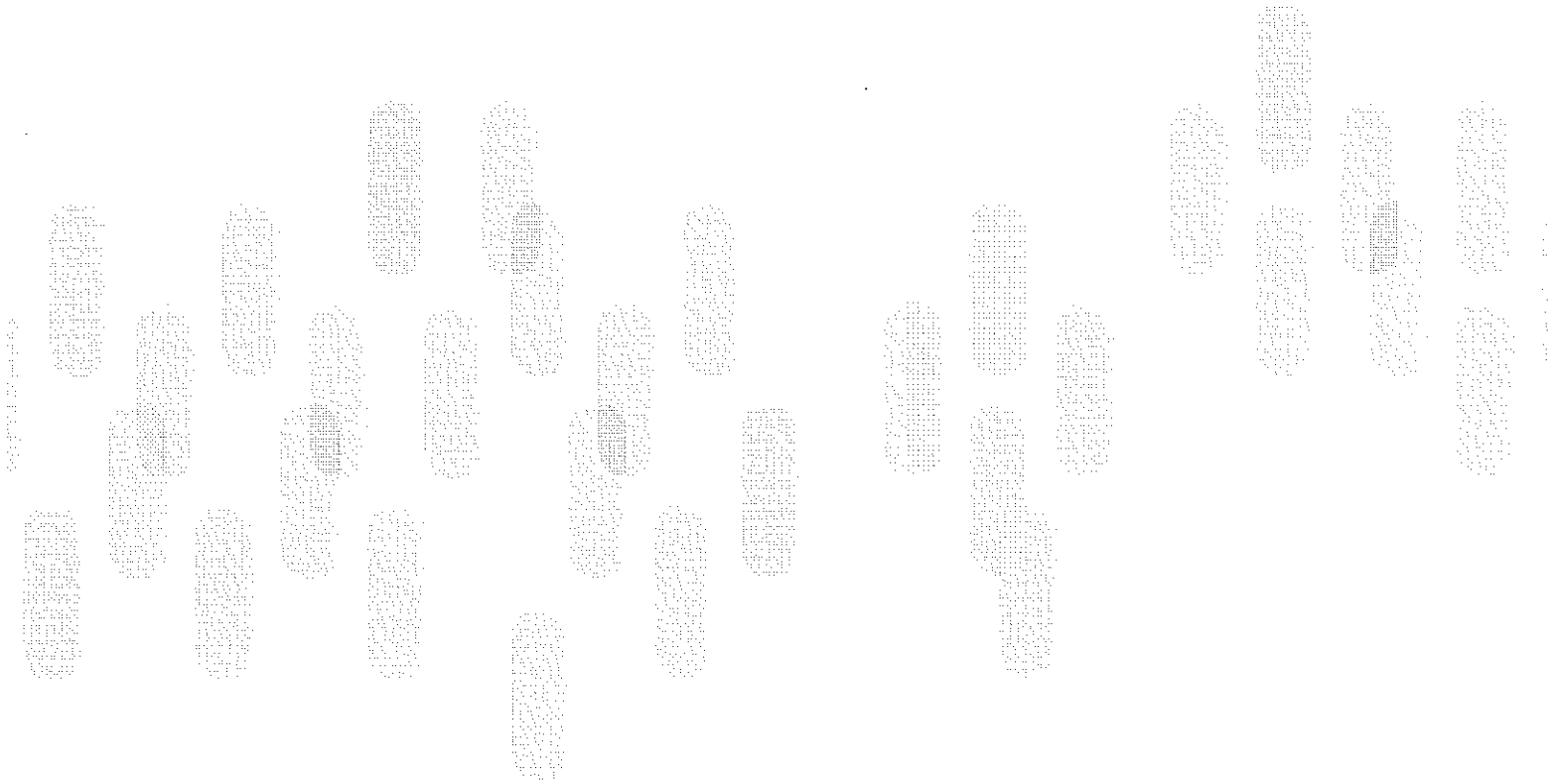
White Paper

Advanced High Availability Architecture



Advanced High Availability Architecture

Production database servers are replicated in near-real time to a peer data center within the same geographic region in Asia Pacific Japan (APJ); Europe, Middle East and Africa (EMEA); North America; and South America.

Every organization, regardless of size, relies upon access to IT and business data and services. In many cases, this accessibility is critical to the continued operation and success of the enterprise.

This white paper provides an overview of the ServiceNow® Advanced High Availability (AHA) architecture – a key element in delivering a true enterprise cloud. Through ServiceNow's unique, multi-instance architecture, Advanced High Availability meets and exceeds stringent requirements surrounding data sovereignty, availability and performance.

Advanced High Availability Architecture

ServiceNow's data centers and cloud-based infrastructure have been designed to be highly available. All servers and network devices have redundant components and multiple network paths to avoid single points of failure.

At the heart of this architecture, each customer application instance is supported by a multi-homed network configuration with multiple connections to the Internet. Production application servers are load balanced within each data center. Production database servers are replicated in near-real time to a peer data center within the same geographic region in Asia Pacific Japan (APJ); Europe, Middle East and Africa (EMEA); North America; and South America.

We leverage AHA for customer production instances in several ways:

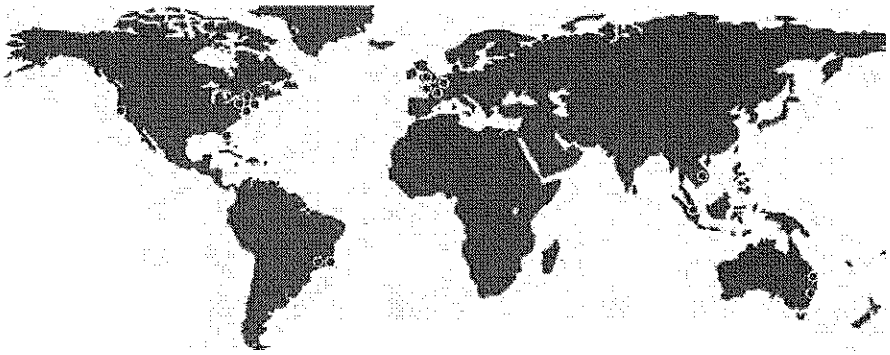
- In the event of the failure of one or more infrastructure components, service is restored by transferring the operation of customer instances associated with the failed components to the peer data center.
- Before executing required maintenance, ServiceNow can proactively transfer operation of customer instances impacted by the maintenance to the peer data center. The maintenance can then proceed without impacting service availability.

  This approach means that the transfer between active and standby data centers is being regularly executed as part of our standard operating procedures – ensuring that when it is needed to address a failure, the transfer will be successful and service disruption minimized.

The Advanced High Availability process is comprised of eight main steps and is invoked through ServiceNow's Service Automation Platform.

Global Data Center Pairs

ServiceNow's data centers are arranged in pairs. ServiceNow has 8 data center pairs (for a total of 16 data centers) across four geographic regions including Asia Pacific Japan (APJ); Europe, Middle East and Africa (EMEA); North America; and South America. Within several of these regions, there are specific country pairs for Canadian, U.S., Australian, and Swiss customers.



All customer production data is stored in both data centers and kept in sync using asynchronous database replication. Both data centers are active at all times, each with the ability to support the combined production load of the pair. A production instance from one customer may be operating out of one data center in the pair and a production instance of another customer from the other.

ServiceNow maintains continuous, asynchronous replication from the database in the current primary data center (read-write) to the secondary data center (read-only). To transfer a customer instance from a primary data center to a secondary, ServiceNow designates the secondary to be the primary and the primary to be the secondary if it still exists.

High-Level Overview of AHA Process

The AHA process is comprised of eight main steps and is invoked through ServiceNow's Service Automation Platform in one of two conditions:

1. In the event of a service disruption, the ServiceNow operations team determines whether a failover[1] is required.
2. For scheduled maintenance activity, the ServiceNow operations team determines if an AHA transfer[2] should be performed.

[1] Failover: Unplanned operation to reverse the roles for each database from active (read-write) to passive (read-only) and vice versa and repoint nodes to address an emergency situation to prevent a customer-impacting outage.

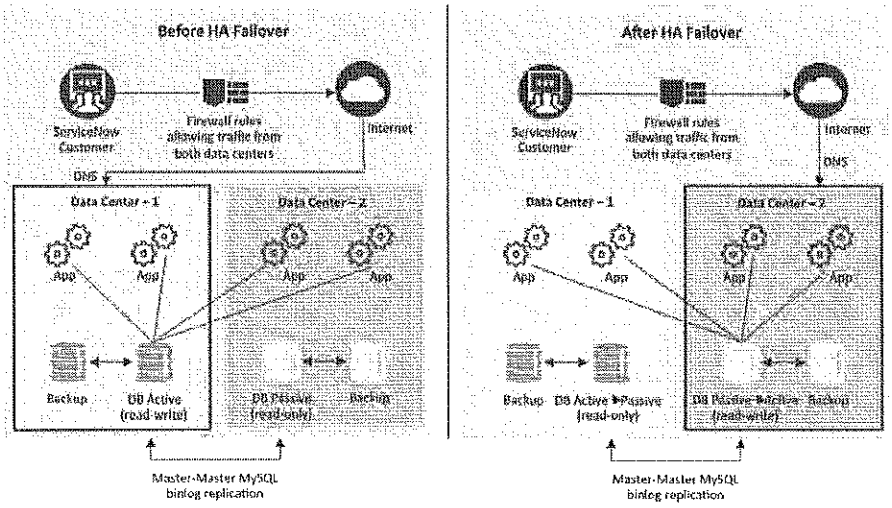
[2] Transfer: Planned operation to reverse the roles for each database from active (read-write) to passive (read-only) and vice versa and repoint nodes appropriately to the new active database.

This data backup and recovery system works in concert with AHA and acts as a secondary recovery mechanism.

High level automated AHA transfer steps:

1. Run an end-to-end automated suite of pre-flight checks to ensure that all infrastructure and application configurations associated with the customer's active and standby instances are in a healthy state, including data replication between the data centers.
2. Change the Domain Name Service (DNS) information associated with the customer instance.
3. Stop all application nodes associated with the customer instance.
4. Reverse the roles for each database from active (read-write) to passive (read-only) and vice versa.
5. Change the database pointer to the read-write database within the application nodes.
6. Start all application nodes associated with the instance.
7. Run an end-to-end automated suite of post-flight checks to ensure all systems and configurations are in a healthy state.
8. Perform discovery so that the configuration management database (CMDB) is updated with the new configuration.

In the event an AHA failover is required, some of the above steps are bypassed, as the active instance may not be accessible. In both the AHA transfer and AHA failover scenario, the cloud automation platform will make the customer instance in the peer data center active.



Backup and Recovery

While Advanced High Availability is the primary means to recover data and restore service in the case of a service disruption, in certain cases it is desirable to use ServiceNow's more traditional data backup and recovery mechanism. This data backup and recovery system works in concert with AHA and acts as a secondary recovery mechanism.

ServiceNow stores production instances in two geographically separate regional data centers, with sub-production instances hosted in a single data center. Backups of the two production databases and the single sub-production database are taken everyday for all instances throughout the private cloud infrastructure.

The backup cycle consists of four weekly full backups and the past 6 days of daily differential backups that provide 28 days of backups. All backups are written to disk, no tapes are used and no backups are sent off site. All the controls that apply to live customer data also apply to backups. If data is encrypted in the live database then it will also be encrypted in the backups.

Regular, automated tests are run to ensure the quality of backups. Any failures are reported for remediation within ServiceNow.

Through ServiceNow's unique, multi-instance architecture, Advanced High Availability meets and exceeds stringent requirements surrounding data sovereignty, availability and performance.

Critical Resources

ServiceNow is responsible for managing the ServiceNow environment, supporting infrastructure, and vendor relationships. As part of these responsibilities, we maintain a 24x7 Site Reliability Engineering Center (SRE) to monitor uptime and availability. The SRE uses a "follow-the-sun" model, which provides continuous security, operational monitoring and support of the ServiceNow environment and infrastructure. ServiceNow rotates operations and technical support daily – in North America, The Netherlands and the U.K. – in order to provide 24x7 operations and security monitoring.

Critical system resources, including DNS, email, ServiceNow's cloud automation platform and ServiceNow's Customer Service System are operated in high availability configurations in a minimum of two data centers. None of these resources relies upon ServiceNow's internal corporate IT infrastructure.

We use AHA for our own development systems used for source code control and the software build process, which are also hosted at the production data centers to ensure the highest continuity for our developers. This enables ServiceNow developers to support and continue developing the application without requiring physical access to ServiceNow offices.

The AHA architecture uses the same transfer process for preventive maintenance and recovery from actual disasters. This approach eliminates the need for a yearly disaster recovery test, and creates a practiced transfer event during the performance of normal maintenance.

Summary

Through ServiceNow's unique, multi-instance architecture, Advanced High Availability meets and exceeds stringent requirements surrounding data sovereignty, availability and performance.

If you would like more information on ServiceNow, AHA or our security measures, please contact your local ServiceNow sales representative.

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APPENDIX 7

Please find Appendix 7 – ServiceNow Product Overview in the following pages.

ServiceNow Product Overview

Effective Date: January 20, 2016

ServiceNow Applications	
Activity Packs	A collection of related workflow activities that allow Orchestration Core to connect to, and automate work with, external systems. Some are included in Orchestration Core and others in Cloud Management.
Asset Management	Provides capabilities to track and manage the physical, contractual, and financial aspects of assets.
Change Management	Allows repeatable methods and procedures to be used for introducing change into the IT infrastructure by providing capabilities for creating, assessing, approving, and executing changes.
Client Software Distribution	Allows administrators to distribute software from the service catalog using third party management systems. Limited use rights included in Orchestration Core.
Cloud Management	Provides the capability to automate the provisioning and management lifecycle of public and private virtual servers. Requires Orchestration Core.
Configuration Automation	Provides the capability to manage the configuration settings of a physical or virtual server. Included in Orchestration Core.
Cost Management	Provides capabilities to track one-time and recurring costs of configuration items used by IT and allocate those costs to business units using allocation rules.
Cost Transparency	Provides insight for executives seeking to align spending to business goals. Users can classify general ledger records, define reporting structures and allocation rules, and view summary reports.
Customer Service Management	Includes the following key features: Omni–channel customer engagement across portal, chat, email, and phone (native telephony integration requires Notify); a robust customer data model for accounts, partners, and contacts; case management with advanced skills-based routing, real-time SLA, service contracts and service entitlements; pre-packaged service analytics using both real-time data as well as snapshots for trend analysis (trend analytics requires separately authorized Performance Analytics use rights); and voice of customer feedback through online surveys and customer satisfaction reporting.
Demand Management	Consolidates IT requests through a service catalog and routes them in a workflow to stakeholders who gather additional information to prioritize investment decisions.
Discovery	Locates physical and virtual devices connected to an enterprise network. When Discovery locates the device, it explores its configuration, status, software, and relationships to other connected devices, and updates Configuration Management (CMDB).
Edge Encryption	Resides in the Customer's datacenter and encrypts data sent to eligible ServiceNow fields, and decrypts data received from those fields. Customer

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	controls and manages the encryption keys for the eligible fields in their instance.
Event Management	Aggregates events from monitoring tools used by Customer in its infrastructure, de-duplicates and correlates inputs from such events to CMDB, and provides the ability to filter and prioritize events to create incidents for remediation.
Facilities Service Management	Provides capabilities to manage the service delivery of a facilities department by offering a self-service catalog and assignment of requests based on fulfillment rules.
Field Service Management	Provides capabilities to create work order records for the repair and service of equipment. Requires Asset Management.
Financial Planning	Assists executives and budget owners in the automation of budget and forecast planning, helping to increase efficiency and simplification of the planning process.
Finance Service Management	Enables the finance department to define its services and fulfill requests through workflow capabilities and knowledge management, and provides visibility into resource utilization and service delivery performance through dashboards.
Governance, Risk and Compliance (GRC)	Provides capabilities to document policies and procedures, define and assess risks and controls, audit and test controls, and track remediation tasks.
HR Service Management	Provides capabilities to manage the service delivery of a human resource department by offering a self-service catalog and assignment of requests based on fulfillment rules.
Incident Management	Enables Customer to restore normal IT operations by providing capabilities to record, classify, distribute, and manage incidents through to resolution. Includes Performance Analytics limited to 15 KPIs, 1 dashboard and 90 days of data captured by Incident Management.
Legal Service Management	Enables the legal department to define its services and fulfill requests through workflow capabilities and knowledge management, and provides visibility into resource utilization and service delivery performance through dashboards.
Marketing Service Management	Enables the marketing department to define its services and fulfill requests through workflow capabilities and knowledge management, and provides visibility into resource utilization and service delivery performance through dashboards.
Notify	Provides the capability to initiate notification from Customer's instance of the subscription service to a supported third-party platform for SMS, voice and other communications protocols. Customer is required to separately purchase any third-party service required to work with Notify.
Orchestration Core	Enables orchestration of activities outside Customer's instance of the subscription service. Allows Customer to automate discrete tasks or processes

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	using graphical workflow that interact with external systems or services. Includes Activity Packs and Configuration Automation. Also includes limited use rights to Password Reset and Client Software Distribution.
Password Reset	Provides the capability to reset User's passwords that are stored and pre-authenticated in a credential store outside Customer's instance of the subscription service such as Active Directory and other supported credential stores. Limited use rights included in Orchestration Core.
Performance Analytics	Provides advanced analytics and time series analysis for key performance indicators (KPIs).
Platform Runtime	Allows customer to deploy applications developed on the ServiceNow Platform into production.
Problem Management	Facilitates the process of identifying the root causes of errors in the IT infrastructure by providing capabilities to record, escalate, and manage problems through to resolution.
Project Portfolio Management	Provides capabilities to plan, organize, and manage projects and project portfolios including associated tasks and resources.
Release Management	Facilitates the planning, design, build, configuration, testing, and release of hardware and software into the IT infrastructure.
Request Management	Provides capabilities to approve and fulfill requests for goods and services defined and presented in the service catalog.
Resource Management	Provides a view of projects and the availability, allocation, and capacity of assigned resources.
Risk Management	Provides an executive view into risk, allowing risk managers to quickly identify at-risk assets, perform assessments, and assign risks to the appropriate owners. Calculated risk scores are determined based on risk response and control effectiveness, giving risk managers real-time visibility into risks inherent to their organizations.
Security Incident Response	A response platform for SOC/SIRT teams to test and enact response plans in the event of suspected security related activity or actual security breach. Uses NIST SP 800-61 r2 as a foundational best practice and leverages the ServiceNow platform to enable response team collaboration. Enables investigations of network and non-network related activities (i.e. IP theft, criminal activities) and provides a request capability for request automation between IT/End Users and security teams.
Service Mapping	Automatically discovers all business services of the organization and builds a comprehensive map of all devices, applications, and configuration profiles used in these business services.
Software Development Lifecycle (SDLC)	Provides capabilities to manage the software development process in projects including enhancement requests, defect prioritization, definition of release content, and tasks.
Test Management	Provides a user acceptance testing framework to help project teams and business users align on project deliverables, and provides visibility into the

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	status of the project testing when used in conjunction with Project Portfolio Management (PPM) and Software Development Life Cycle (SDLC). PPM and SDLC are separately authorized.
Vendor Performance Management	Enables Customer to manage, evaluate and compare vendors based on predefined criteria.
Vulnerability Response	Integrates with the National Vulnerability Database (NVD) and 3rd party solutions to generate a set of actionable reports of vulnerable assets in the Customer environment. Incident response tasks, change requests or problem tickets can easily be opened from vulnerabilities to allow security teams to perform further investigation or to allow IT to perform remediation.
ServiceNow Platform Services	
Business Service Maps	Graphically displays the configuration items related to a business service, and indicates the status of those configuration items.
Chat	Provides real-time communication capability via instant messaging between Users.
Coaching Loops	Provides the capability to monitor and provide feedback on a specific behavior of an individual or group.
Configuration Management (CMDB)	Provides capabilities to identify, record, and report on IT configuration items and their relationships.
Connect	Provides the capability to connect people, processes and information into a unique and centralized collaboration workspace to cut down on resolution times. Features include real-time chat, document delivery, active lists to see who is working and the ability to interact straight from the activity stream.
Content Management System	Provides the ability to create custom interfaces.
Form Designer	Allows creation of forms and tables with visual controls.
Google Maps	ServiceNow may make Google Maps available for use with the subscription service. If Customer uses Google Maps, Customer agrees to the following terms: (i) Customer shall limit its use to 60,000 map views on an annual basis and additional use shall be purchased from Google subject to Google's terms and conditions, to which ServiceNow is not a party; (ii) Customer agrees, and shall cause its end users to agree, to Google's Maps Terms (http://maps.google.com/help/terms_maps.html or a successor URL as provided by Google), the Legal Notices (http://www.maps.google.com/help/legalnotices_maps.html or a successor URL as provided by Google), and the Acceptable Use Policy (http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html or a successor URL as provided by Google); and (iii) Customer agrees that Google may use Customer Data in accordance with its Privacy Policy and that Google may provide its maps services to Customer. Google Maps may not be available to Customer due to location availability and may not be available during Customer's entire subscription term. ServiceNow support and warranty do not apply.
Graphical Workflow	Provides the capability to automate multi-step processes within

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	Customer's instance of the subscription service. Each workflow can manage a sequence of activities, such as creating records or running scripts, and the condition-based transitions between them. Customer is required to purchase Orchestration Core to orchestrate activities using the Graphical Workflow that interact outside Customer's instance of the subscription service.
Knowledge Management	Provides role-based tools to create, store, and publish information. Provides mechanisms for version control and approvals of documents in the review process.
Live Feed	Provides a place to post and share content.
Mobile	Provides a customizable ServiceNow interface for mobile devices.
On-Call Scheduling	Enables creation of on-call schedules and escalation rosters.
OpenFrame	An interface technology that enables real-time communication channels such as telephone systems to be integrated into the ServiceNow platform. OpenFrame consists of UI elements as well as a set of APIs that support exchange of events and data between ServiceNow and the communications system.
Reporting	Provides the capability to create and share reports and dashboards.
REST API	Provides the ability to integrate external systems through REST APIs using standard respond codes, header information, pagination support and streaming data on requests.
Service Catalog	Displays a listing of the goods and services that Customer provides within the enterprise to its employees and contractors.
Service Creator	Provides capabilities for building no-code service catalog items.
Service Level Management	Establishes and monitors status of service contracts and service level agreements between the organization and its customers or third-party service providers.
Skills Management	Assigns configured competencies to groups or users.
Studio	Integrated Development Environment (IDE) for professional and low-code (IT admin) app developers.
Survey Management	Allows for polling and collection of data including configuration for specific events and/or conditions.
Time Cards	Records time worked on tasks either manually or automatically.
Visual Task Boards	Enables a Kanban-style workspace for either individual or team-based management of tasks.
Visualizations	Displays interactive 2-D and 3-D visual representations for any logical data relationships within an instance.

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APPENDIX 8

Please find Appendix 8 – Subscription Service Guide on the following pages.

SUBSCRIPTION SERVICE GUIDE

Capitalized terms not defined herein shall have the meaning set forth in the ordering agreement or the use agreement between Customer and ServiceNow.

1. SUPPORT

During the Subscription Term, ServiceNow or its authorized reseller, as applicable, shall provide support for the Subscription Service as set forth in the ***Customer Support Policy*** attached hereto, and incorporated herein by reference.

2. UPGRADES

ServiceNow determines whether and when to develop, release and apply any Upgrade (as defined in the ***Upgrade Policy*** attached hereto, and incorporated herein by reference) to Customer's instances of the Subscription Service.

3. DATA SECURITY

ServiceNow shall implement and maintain security procedures and practices appropriate to information technology service providers to protect Customer Data from unauthorized access, destruction, use, modification, or disclosure, as described in the ***Data Security Guide*** attached hereto, and incorporated herein by reference.

4. INSURANCE

ServiceNow agrees to maintain in effect during the Subscription Term, at ServiceNow's expense, the following minimum insurance coverage:

(i) (a) Workers' Compensation Insurance, in accordance with applicable statutory, federal, and other legal requirements and (b) Employers' Liability Insurance covering ServiceNow's employees in an amount of not less than $1,000,000 for bodily injury by accident, $1,000,000 policy limit for bodily injury by disease, and $1,000,000 each employee for bodily injury by disease;

(ii) Commercial General Liability Insurance written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury arising out of the services and/or products provided by ServiceNow under this Agreement with minimum limits of $1,000,000 per occurrence/$2,000,000 aggregate;

(iii) Commercial Automobile Liability Insurance providing coverage for hired and non-owned automobiles used in connection with this Agreement in an amount of not less than $1,000,000 per accident combined single limit for bodily injury and property damage;

(iv) Combined Technology Errors' & Omission Policy with a $5,000,000 per Claim limit, including: (a) Professional Liability Insurance providing coverage for the services and software in this Agreement. Such coverage to be maintained for at least two (2) years after the termination of this Agreement; and (b) Privacy, Security, and Media Liability Insurance providing liability coverage for unauthorized access or disclosure, security breaches or system attacks, as well as infringements of copyright and trademark that might result from this Agreement; and

(v) Excess Liability over Employers' Liability, Commercial General Liability and Commercial Automobile Liability with a $5,000,000 aggregate limit.

For the purpose of this Section, a "***Claim***" means a written demand for money or a civil proceeding which is commenced by service of a complaint or similar pleading.

5. AVAILABILITY SERVICE LEVEL

5.1. DEFINITIONS

(a) "***Available***" means that the Subscription Service can be accessed by authorized users.

(b) "***Excused Downtime***" means: (i) Maintenance Time of up to two (2) hours per month; and (ii) any time the Subscription Service is not Available due to circumstances beyond ServiceNow's control, including without limitation 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 without limitation, 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.

(c) "***Maintenance Time***" means the time the Subscription Service is not Available due to service maintenance.

(d) "***Availability SLA***" means the percentage of total time during which Customer's production instances of the Subscription Service are Available during a calendar month, excluding Excused Downtime.

5.2. AVAILABLITY

If Customer's production instances of the Subscription Service fall below the Availability SLA of ninety-nine and eight-tenths percent (99.8%) during a calendar month, Customer's exclusive remedy for failure of the Subscription Service to meet the Availability SLAs is either: (1) to request that the affected Subscription Term be extended for the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA; or (2) to request that ServiceNow issue a service credit to Customer for the dollar value of the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA (determined at the deemed per minute rate ServiceNow charges to Customer for Customer's use of the affected Subscription Service), which Customer may request ServiceNow apply to the next invoice for subscription fees.

5.3. REQUESTS

Customer must request all service credits or extensions in writing to ServiceNow within thirty (30) days of the end of the month in which the Availability SLA was not met, identifying the support requests relating to the period Customer's production instances of the Subscription Service was not Available. The total amount of service credits for any month may not exceed the subscription fee for the affected Subscription Service for the month, and has no cash value. ServiceNow may delay issuing service credits until such amounts reach one thousand U.S. dollars ($1,000) or equivalent currency specified in the applicable Order Form.

CUSTOMER SUPPORT POLICY

This Customer Support Policy governs the support that ServiceNow or its authorized reseller, as applicable, will provide for the Subscription Service. This Policy may be updated from time to time.

Scope

The purpose of Customer Support is to resolve defects that cause the Subscription Service to perform not in substantial conformance to the Product Overview. A resolution to a defect may consist of a fix, workaround or other relief ServiceNow deems reasonable.

Customer Support does not include:

- implementation services
- configuration services
- integration services
- customization services or other custom software development
- training
- assistance with administrative functions

Customer Support is not required to provide resolutions for immaterial defects or defects due to modifications of the Subscription Service made by any person other than ServiceNow or a person acting at ServiceNow's direction.

Business Hours

Customer Support is available 24 hours a day, 7 days a week, including all holidays.

Access Contacts

Customer may contact ServiceNow using one of the following means:

- Support Portal at https://hi.service-now.com/. Customer may get login access to this self-service portal by contacting its ServiceNow administrator.
- Phone using one of the numbers at http://servicenow.com/support/contact-support.html.

Customer shall contact ServiceNow's authorized reseller in accordance with its agreement with the reseller.

Incident Priority

Incident priority for a defect is determined using the guidelines below:

Priority	Definition
P1	Any defect that causes an instance to be unavailable.
P2	Any defect that causes a critical function to fail.
P3	Any defect that significantly impedes work or progress.
P4	Any defect that does not significantly impede work or progress.

Response Times and Level of Effort

Customer submits an incident with ServiceNow via phone or web and with ServiceNow's authorized reseller as directed by reseller. All support requests are tracked online and can be viewed by Customer's authorized contacts. Response times do not vary if the incident was filed via phone or web.

ServiceNow or its authorized reseller, as applicable, will use reasonable efforts to meet the target response times and target level of effort stated in the table below. Support from the reseller may be limited to business hours only.

Priority	Target Response Times	Target Level of Effort
P1	30 minutes	Continuously, 24 hours per day, 7 days per week
P2	2 hours	Continuously, but not necessarily 24 hours per day, 7 days per week
P3	1 business day	As appropriate during normal business hours
P4	N/A	Varies

Customer Responsibilities

Customer's obligations are as follows:

(a) Customer agrees to receive from ServiceNow or its authorized reseller, as applicable, communications via email, phone or through the Support Portal regarding the Subscription Service.

(b) Customer shall appoint no more than five (5) contacts ("***Customer Authorized Contacts***") to engage Customer Support for questions and/or technical issues.

(i) Only Customer Authorized Contacts are authorized to contact Customer Support.

(ii) Customer must ensure the information for these contacts is current in the Support Portal at https://hi.service-now.com/.

(iii) Customer Authorized Contacts are trained on the use and administration of the Subscription Service.

(c) Customer shall cooperate to enable ServiceNow to deliver the Subscription Service and support for the service.

(d) Customer is solely responsible for the use of the Subscription Service by its authorized users.

Support Resources

- ServiceNow Website (http://www.servicenow.com/services/overview.html)
- ServiceNow Community (https://community.servicenow.com/welcome)
- Release Notes (http://wiki.service-now.com/index.php?title=Main_Page)
- Product Documentation (http://wiki.service-now.com/index.php?title=Main_Page)
- Knowledge Base (https://hi.service-now.com/nav_to.do?uri=kb_home.do)
- Support Community (https://community.servicenow.com/community/support)

UPGRADE POLICY

1. UPGRADES

"***Upgrades***" are ServiceNow's releases of the Subscription Service for repairs, enhancements or new features applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. ServiceNow has the discretion to provide new functionality as an Upgrade or as different software or service for a separate fee. ServiceNow determines whether and when to develop, release and apply any Upgrade to Customer's instances of the Subscription Service.

2. NOTICE; MAINTENANCE DOWNTIME

ServiceNow shall use reasonable efforts to give Customer thirty (30) days prior notice of any Upgrade to the Subscription Service. ServiceNow shall use reasonable efforts to give Customer ten (10) days prior notice of any Upgrade to the cloud infrastructure network, hardware, or software used by ServiceNow to operate and deliver the Subscription Service if ServiceNow in its reasonable judgment believes that the infrastructure Upgrade will impact Customer's use of its production instances of the Subscription Service. ServiceNow will use commercially reasonable efforts to limit the period of time during which the Subscription Service is unavailable due to the application of Upgrades to no more than two (2) hours per month. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade if necessary, in the reasonable judgment of ServiceNow, to maintain the availability, security or performance of the Subscription Service or the ability of ServiceNow to efficiently provide the Subscription Service.

3. NOMENCLATURE

A pending Upgrade may be a "Feature Release", "Patch" or "Hotfix." A "***Feature Release***" is an Upgrade that includes new features or enhancements. A "***Patch***" or a "***Hotfix***" is an Upgrade to a Feature Release that maintains the functionality of the Feature Release and does not include new functionality. ServiceNow refers to each Feature Release and its associated Patches and Hotfixes as a "***Release Family***." For example, ServiceNow's Feature Release "Aspen" established the "Aspen" Release Family, and ServiceNow's subsequent Feature Release "Berlin" established the "Berlin" Release Family.

4. PINNING REQUESTS

Customer may submit a support request for "no Upgrade" not fewer than five (5) business days' prior to a pending Upgrade of the Subscription Service. Subject to the terms and conditions of this Upgrade Policy, Customer's "no Upgrade" request shall be granted, and the Upgrade shall not be applied to Customer's instances of the Subscription Service.

5. SUPPORTED AND NON-SUPPORTED RELEASE FAMILIES

ServiceNow offers support for the then current Release Family and the prior two (2) Release Families ("***Supported Release Families***") as set forth in the Customer Support Policy. A Customer using a Supported Release Family may be required to Upgrade to a Patch or Hotfix within the Supported Release Family to correct a defect. At its discretion, ServiceNow may offer limited support for additional Release Families ("***Non-Supported Release Families***"). Without limiting ServiceNow's discretion to determine the availability of support for Non-Supported Release Families, a Customer using a Non-Supported Release Family may be required to Upgrade to a Supported Release Family to correct a defect. Any service level agreements, recovery time objectives or recovery point objectives are not applicable to Non-Supported Release Families. Details of ServiceNow support are further set forth in the Customer Support Policy.

Customer acknowledges that the current Release Family is the most current feature, availability, performance and security version of the Subscription Service. Within a Supported Release Family, the most recent Patch contains the most current feature, availability, performance and security version of the Subscription Service for that Release Family. A Customer that has submitted a "no Upgrade" request may experience defects, for which Customer hereby agrees that ServiceNow is not responsible, including without limitation those that affect the features, availability, performance and security of the Subscription Service, that are fixed in the most

current version of the Subscription Service.

6. REQUIRED UPGRADES

If Customer has requested "no Upgrade" it may nevertheless be required to Upgrade if in the reasonable judgment of ServiceNow the Upgrade is necessary to maintain the availability, security or performance of the Subscription Service or the ability of ServiceNow to efficiently provide the Subscription Service, as follows:

6.1. SUPPORTED RELEASE FAMILY. If Customer is using a Supported Release Family, it may be required to Upgrade to a Patch or Hotfix within the Supported Release Family.

6.2. NON-SUPPORTED RELEASE FAMILY. If Customer is using a Non-Supported Release Family, it may be required to Upgrade to a Supported Release Family.

7. EXCEPTIONS

Notwithstanding the other provisions of this Upgrade Policy, Customer may not submit a support request for "no Upgrade" for any Upgrade to, or that is essential for, the infrastructure network, hardware, or software used by ServiceNow to operate and deliver the Subscription Service.

DATA SECURITY GUIDE

Security Statement of an Enterprise IT Cloud Company

The ServiceNow cloud is built for the enterprise customer with every aspect aimed towards meeting the customer's demand for reliability, availability and security. ServiceNow's comprehensive approach to address this demand is enabled by the following: (a) ServiceNow's robust cloud infrastructure runs on its own applications and utilizes industry best-of-breed technology to automate mission critical functionalities in the cloud service with around-the-clock and around-the-world delivery; (b) ServiceNow achieves flexibility and control in its ability to deliver a stable user experience to the customer by having a logical single tenant architecture; (c) ServiceNow's application development which has a paramount focus on quality, security, and the user experience is closely connected to the operations of delivering those applications in a reliable and secure cloud environment; (d) ServiceNow invests in a comprehensive compliance strategy that allows its customers to attain their own compliance to applicable laws by obtaining attestations and certifications and running its subscription service from paired data centers situated close to where its customers are located; and (e) ServiceNow's homogeneous environment where all applications are on a single platform offers ServiceNow a competitive advantage in being able to concentrate its efforts to make the customer's user experience the best possible.

This Data Security Guide describes the measures ServiceNow takes to protect Customer Data when it resides in the ServiceNow cloud. This Data Security Guide forms a part of any legal agreement into which this Data Security Guide is explicitly incorporated by reference (the "***Agreement***") and is subject to the terms and conditions of the Agreement. Capitalized terms that are not otherwise defined herein shall have the meaning given to them in the Agreement.

1. SECURITY PROGRAM

While providing the Subscription Service, ServiceNow shall maintain a written information security program of policies, procedures and controls ("***Security Program***") governing the processing, storage, transmission and security of Customer Data. The Security Program includes industry standard practices designed to protect Customer Data from unauthorized access, acquisition, use, disclosure, or destruction. ServiceNow may periodically review and update the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats, provided that any such update does not materially reduce the commitments, protections or overall level of service provided to Customer as described herein.

2. CERTIFICATIONS AND ATTESTATIONS

2.1. Certifications and Attestations. ServiceNow shall establish and maintain sufficient controls to meet the objectives stated in ISO 27001 and SSAE 16 / SOC 1 and SOC 2 Type 2 (or equivalent standards) (collectively, the "***Standards***") for the information security management system supporting the Subscription Service. At least once per calendar year, ServiceNow shall perform an assessment against such Standards ("***Assessment***"). Upon Customer's written request, which shall be no more than once per calendar year, ServiceNow shall provide a summary of the Assessment(s) to Customer. Assessments shall be Confidential Information of ServiceNow.

2.2. Safe Harbor. ServiceNow shall maintain self-certified compliance under the U.S.-EU and U.S.-Swiss Safe Harbor Frameworks developed by the U.S. Department of Commerce regarding the collection, use and retention of Personal Data (defined in Section 6 below) from European Union member countries and Switzerland.

3. PHYSICAL, TECHNICAL AND ADMINISTRATIVE SECURITY MEASURES

The Security Program shall include the following physical, technical and administrative measures designed to protect Customer Data from unauthorized access, acquisition, use, disclosure, or destruction:

3.1. Physical Security Measures

(a) Data Center Facilities: (i) Physical access restrictions and monitoring that may include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter deterrents (for example,

fencing, berms, guarded gates), on-site guards, biometric controls, CCTV, and secure cages; and (ii) fire detection and fire suppression systems both localized and throughout the data center floor.

(b) Systems, Machines and Devices: (i) Physical protection mechanisms; and (ii) entry controls to limit physical access.

(c) Media: (i) Industry standard destruction of sensitive materials before disposition of media; (ii) secure safe for storing damaged hard disks prior to physical destruction; and (iii) physical destruction of all decommissioned hard disks storing Customer Data.

3.2. Technical Security Measures

(a) Access Administration. Access to the Subscription Service by ServiceNow employees and contractors is protected by authentication and authorization mechanisms. User authentication is required to gain access to production and sub-production systems. Access privileges are based on job requirements and are revoked upon termination of employment or consulting relationship. Production infrastructure includes appropriate user account and password controls (for example, the required use of virtual private network connections, complex passwords with expiration dates, and a two-factored authenticated connection) and is accessible for administration.

(b) Logging and Monitoring. The production infrastructure log activities are centrally collected and are secured in an effort to prevent tampering and are monitored for anomalies by a trained security team.

(c) Firewall System. An industry-standard firewall is installed and managed to protect ServiceNow systems by residing on the network to inspect all ingress connections routed to the ServiceNow environment.

(d) Vulnerability Management. ServiceNow conducts periodic independent security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, ServiceNow will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with ServiceNow's 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 all production systems.

(e) Antivirus. ServiceNow updates anti-virus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.

(f) Change Control. ServiceNow ensures that changes to platform, applications and production infrastructure are evaluated to minimize risk and are implemented following ServiceNow's standard operating procedure.

3.3. Administrative Security Measures

(a) Data Center Inspections. ServiceNow performs routine reviews at each data center to ensure that it continues to maintain the security controls necessary to comply with the Security Program.

(b) Personnel Security. ServiceNow performs background and drug screening on all employees and all contractors who have access to Customer Data in accordance with ServiceNow's then current applicable standard operating procedure and subject to applicable law.

(c) Security Awareness and Training. ServiceNow maintains a security awareness program that includes appropriate training of ServiceNow personnel on the Security Program. Training is conducted at time of hire and periodically throughout employment at ServiceNow.

(d) Vendor Risk Management. ServiceNow maintains a vendor risk management program that assesses all vendors that access, store, process or transmit Customer Data for appropriate security controls and business disciplines.

4. DATA PROTECTION AND SERVICE CONTINUITY

4.1. Data Centers; Data Backup. ServiceNow shall host Customer's instances in primary and secondary SSAE 16 Type II or ISO 27001 certified (or equivalent) data centers in the geographic regions specified on the Order Form for the Subscription Term. Each data center includes full redundancy (N+1) and fault tolerant infrastructure for electrical, cooling and network systems. The deployed servers are enterprise scale servers with redundant power to ensure maximum uptime and service availability. The production database servers are replicated in near real time to a mirrored data center in a different geographic region. Each customer instance is supported by a network configuration with multiple connections to the Internet. ServiceNow backs up all Customer Data in accordance with ServiceNow's standard operating procedure.

4.2. Personnel. In the event of an emergency that renders the customer support telephone system unavailable, all calls are routed to an answering service that will transfer to a ServiceNow telephone support representative, geographically located to ensure business continuity for support operations.

5. INCIDENT MANAGEMENT AND BREACH NOTIFICATION

5.1. Incident Monitoring and Management. ServiceNow shall monitor, analyze and respond to security incidents in a timely manner in accordance with ServiceNow's standard operating procedure. Depending on the nature of the incident, ServiceNow security group will escalate and engage response teams necessary to address an incident.

5.2. Breach Notification. Unless notification is delayed by the actions or demands of a law enforcement agency, ServiceNow shall report to Customer the unauthorized acquisition, access, use, disclosure or destruction of Customer Data (a "Breach") promptly following determination by ServiceNow that a Breach occurred. The initial report shall be made to Customer security contact(s) designated in ServiceNow's customer support portal. ServiceNow shall take reasonable measures to promptly mitigate the cause of the Breach and shall take reasonable corrective measures to prevent future Breaches. As information is collected or otherwise becomes available to ServiceNow and unless prohibited by law, ServiceNow shall provide information regarding the nature and consequences of the Breach that are reasonably requested to allow Customer to notify affected individuals, government agencies and/or credit bureaus. Customer is solely responsible for determining whether to notify impacted Data Subjects (defined in 6.1 below) and for providing such notice, and for determining if regulatory bodies or enforcement commissions applicable to Customer or Customer Data need to be notified of a Breach.

5.3. Customer Cooperation. Customer agrees to 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, identify its root cause(s) and prevent a recurrence.

6. DATA PROCESSING GUIDELINES; COMPLIANCE WITH LAWS

6.1. Customer as Data Controller. Customer acknowledges that in relation to Personal Data supplied and/or processed under the Agreement it acts as Controller and it warrants that it will duly observe all of its obligations under all applicable laws and regulations of the European Union, the European Economic Area and their member states regarding the processing of Personal Data (collectively referred to as "Data Protection Laws") including, without limitation, obtaining and maintaining all necessary notifications and obtaining and maintaining all necessary Data Subject Consents. Customer shall (i) have sole responsibility for the accuracy, quality, integrity, legality and reliability of Personal Data and of the means by which it acquired Personal Data, (ii) ensure that data processing instructions given to ServiceNow comply with applicable Data Protection Laws, and (iii) comply with all applicable Data Protection Laws in collecting, compiling, storing, accessing and using Personal Data in connection with the Subscription Service. For the purposes of this Data Security Guide, "Personal Data", "Controller", "Data Subject" and "Data Subject Consent" shall have the meaning given to these terms in Directive 95/46/EC. For clarity, "process" or "processing" means any operation or set of operations performed upon Customer Data.

6.2. ServiceNow as Data Processor. ServiceNow shall process or otherwise use Personal Data (including possible onward transfers) on behalf of Customer solely for the purpose of providing the services

described in the Agreement and only in accordance with Customer's lawful instructions (limited to those instructions which ServiceNow can reasonably carry out in the provision of the Subscription Service), the terms of the Agreement, and this Data Security Guide. ServiceNow shall ensure that those employees to whom it grants access to such Personal Data are directed to keep such Personal Data confidential and are informed of any additional data protection obligations applicable to such Personal Data. ServiceNow shall, to the extent legally permitted, promptly notify Customer with respect to any request or communication ServiceNow receives from any regulatory authority in relation to any data processing activities ServiceNow conducts on behalf of Customer. In addition, ServiceNow will cooperate and assist Customer, at Customer's cost, in relation to any such request and to any response to any such communication. ServiceNow will pass on to the Customer any requests of a Data Subject to access, delete, correct, or block Personal Data processed under the Agreement. If ServiceNow is compelled by law to disclose Customer's information as part of a civil proceeding to which Customer is a party, and Customer is not contesting the disclosure, Customer will reimburse ServiceNow for its reasonable cost of compiling and providing secure access to that information.

6.3. Subcontractors. ServiceNow may engage subcontractors for processing Customer Data under the Agreement, provided ServiceNow shall ensure compliance by such subcontractor(s) with the requirements of this Section 6 by entering into written agreements with such subcontractors which provide that the subcontractor will apply the Safe Harbor principles to the processing of Personal Data. ServiceNow's use of any subcontractor will not relieve, waive or diminish any obligation ServiceNow has under the Agreement or this Data Security Guide.

7. PENETRATION TESTS

7.1. By a Third Party. ServiceNow contracts with third party vendors to perform an annual penetration test on the ServiceNow platform to identify risks and remediation that help increase security.

7.2. By Customer. No more than once per calendar year Customer may request to perform, at its own expense, an application penetration test of its instances of the Subscription Service. Customer shall notify ServiceNow in advance of any test by submitting a request using ServiceNow's online support portal and completing a penetration testing agreement. ServiceNow and Customer must agree upon a mutually acceptable time for the test; and Customer shall not perform a penetration test without ServiceNow's express written authorization. The test must be of reasonable duration, and must not interfere with ServiceNow's day-to-day operations. Promptly upon completion of the penetration test, Customer shall provide ServiceNow with the test results including any detected vulnerability. Upon such notice, ServiceNow shall, consistent with industry standard practices, use all commercially reasonable efforts to promptly make any necessary changes to improve the security of the Subscription Service. Customer shall treat the test results as Confidential Information of ServiceNow.

8. SHARING THE SECURITY RESPONSIBILITY

8.1. Product Capabilities. The Subscription Service has the capabilities to: (i) authenticate users before access; (ii) encrypt passwords; (iii) allow users to manage passwords; and (iv) prevent access by users with an inactive account. Customer manages each user's access to and use of the Subscription Service by assigning to each user a credential and user type that controls the level of access to the Subscription Service.

8.2. Customer Responsibilities. ServiceNow provides the cloud environment that permits Customer to use and process Customer Data in the Subscription Service. The architecture in the Subscription Service includes, without limitation, column level encryption functionality and the access control list engine. Customer shall be responsible for using the column level encryption functionality and access control list engine for protecting all Customer Data containing sensitive data, including without limitation, credit card numbers, social security numbers, financial and health information, and sensitive personal data. Customer is solely responsible for the results of its decision not to encrypt such sensitive data. ServiceNow protects all Customer Data in the ServiceNow cloud infrastructure equally in accordance with this Data Security Guide, regardless of the classification of the type of Customer Data. Customer shall be responsible for protecting the confidentiality of each user's login and password and shall manage each user's access to the Subscription Service.

8.3. Customer Cooperation. Customer shall promptly apply any application upgrade that ServiceNow determines is necessary to maintain the security, performance or availability of the Subscription Service.

8.4. Limitations. Notwithstanding anything to the contrary in the Agreement or this Data Security Guide, ServiceNow's obligations extend only to those systems, networks, network devices, facilities and components over which ServiceNow exercises control. This Data Security Guide does not apply to: (i) information shared with ServiceNow that is not data stored in its systems using the Subscription Service; (ii) data in Customer's virtual private network (VPN) or a third party network; or (iii) any data processed by Customer or its users in violation of the Agreement or this Data Security Guide.

APPENDIX 9

Please find Appendix 9 – Subscription Service Agreement on the following pages.

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement (including the Subscription Service Guide, attached hereto) ("***Agreement***") is made between the ServiceNow entity ("***ServiceNow***") and the customer entity ("***Customer***") on the ordering document and becomes effective on the last signature date of the ordering document issued by ServiceNow ("***Effective Date***").

The Subscription Service Guide includes: (1) the Customer Support Policy; (2) the Upgrade Policy; (3) the Data Security Guide; and (4) any other attachment set forth or referenced in the Subscription Service Guide. The Subscription Service Guide is posted on www.servicenow.com/schedules.do and incorporated herein by reference.

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

1. DEFINITIONS

1.1. "***Confidential Information***" means: (a) ServiceNow Core Technology (which is Confidential Information of ServiceNow); (b) Customer Data and Customer Technology (which are Confidential Information of Customer); (c) any other information of a party that is disclosed in writing or orally and is designated as *Confidential* or *Proprietary* at the time of disclosure (and, in the case of oral disclosures, summarized in writing within thirty (30) days of the initial disclosure and delivered to the receiving party), or that due to the nature of the information the receiving party would clearly understand it to be confidential information of the disclosing party; and (d) the specific terms and conditions of this Agreement, any Use Authorization, any SOW, and any amendment and attachment thereof, between the parties. Confidential Information shall not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) was rightfully in the receiving party's possession at the time of disclosure without restriction on use or disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) was or is rightfully obtained by the receiving party from a third party not under a duty of confidentiality and without restriction on use or disclosure.

1.2. "***Customer Data***" means electronic data uploaded by or for Customer and Customer's agents, employees and contractors, and processed in the Subscription Service, excluding the ServiceNow Core Technology.

1.3. "***Customer Technology***" means software, methodologies, templates, business processes, documentation or other material authored, invented or otherwise created or licensed (other than by or from ServiceNow) by Customer using or for use with the Subscription Service, excluding the ServiceNow Core Technology.

1.4. "***Development Tools***" means source code, application programming interfaces (APIs), executable software and tools in human readable format made available by ServiceNow for the implementation, customization, configuration, and use of the Subscription Service, such as scripts, code snippets, sample code, and development tools published by ServiceNow.

1.5. "***Documentation***" means the ServiceNow product documentation relating to the operation and use of the Subscription Service, Software and Development Tools, including technical program or interface documentation, user manuals, operating instructions and release notes, as updated from time to time by ServiceNow.

1.6. "***Product Overview***" means the description of the ordered products and their functionalities attached to a Use Authorization or referenced therein.

1.7. "***Professional Services***" means any services provided by ServiceNow pursuant to an agreed SOW or Service Description.

1.8. "***Service Description***" means the written description for a packaged Professional Service, attached to a Use Authorization or referenced therein.

1.9. "***ServiceNow Core Technology***" means: (a) the Subscription Service; Software; Development Tools, Documentation; and ServiceNow technology and methodologies (including, without limitation, products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects and documentation) existing as of the Effective Date or otherwise arising outside of work under a Professional Service; (b) updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals; and (c) intellectual property anywhere in the world relating to the foregoing.

1.10. "***Software***" means software provided by ServiceNow to Customer that operates on Customer-provided machines solely to facilitate the use of the Subscription Service.

1.11. "***SOW***" means a statement of work for Professional Services.

1.12. "***Subscription Service***" means the ServiceNow software as a service (SaaS) offering identified in a Use Authorization.

1.13. "***Subscription Term***" means the term of authorized use of the Subscription Service as set forth in the Use Authorization.

1.14. "***Use Authorization***" means a written document provided to Customer specifying the services that Customer has purchased, along with the term and scope of the authorized use thereof.

2. GRANT OF USE RIGHTS

2.1. SUBSCRIPTION SERVICE. Subject to the terms of this Agreement, ServiceNow authorizes Customer to access and use the purchased Subscription Service during the Subscription Term as set forth in an applicable Use Authorization for its internal business purposes in accordance with the Documentation. Customer shall not use or otherwise access the Subscription Service in a manner that exceeds Customer's authorized use as set forth in this Agreement and the applicable Use Authorization.

2.2. SOFTWARE. ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 10.1 (Assignment)), non-exclusive license during the Subscription Term to install and execute Software on machines operated by or for Customer solely to facilitate Customer's authorized access to and use of the purchased Subscription Service. The Software may include code that is licensed under third party license agreements, including open source made available or provided with the Software. Software is licensed and not sold even if for convenience ServiceNow makes reference to words such as *sale* or *purchase*.

2.3. DEVELOPMENT TOOLS. In support of Customer's authorized internal business use of the Subscription Service during the Subscription Term, ServiceNow grants to Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 10.1 (Assignment)), non-exclusive license to download and make a reasonable number of copies of the Development Tools, and to use, copy, modify and create derivative works of the Development Tools, in: (a) using, implementing and integrating the ServiceNow applications with other software and systems; and (b) creating applications on the ServiceNow platform (to the extent Customer has purchased authorized use of the Subscription Service to create applications on the ServiceNow platform). Customer shall not use the Development Tools in a manner that causes it to exceed the limits of its authorized use of the Subscription Service as set forth in this Agreement and the Use Authorization. From time to time, ServiceNow may provide Development Tools subject to the terms and conditions of separate agreements which will be provided to Customer for review and to which Customer will be required to agree prior to use of such Development Tools; provided that ServiceNow shall not require Customer to agree to separate terms and conditions for any Development Tool that is necessary for Customer's use of its ordered Subscription Service in conformance with the Product Overview unless set forth on the Use Authorization.

2.4. RESTRICTIONS. Customer shall not (and shall not permit others to) do the following with respect to the ServiceNow Core Technology: (i) use the Subscription Service with external programs in a manner that intentionally circumvents contractual usage restrictions; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of it available for access by third parties except as otherwise expressly provided in a Use Authorization; (iii) access it for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Service; (iv) disassemble, reverse engineer or decompile it; (v) copy, create derivative works based on or otherwise modify it except as permitted in this Agreement; (vi) remove or modify a copyright or other proprietary rights notice in it; (vii) use it to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (viii) use it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage in a malicious act or disrupt its security, integrity or operation; or (ix) access or disable any ServiceNow or third party data, software or network (other than Customer's instance of the Subscription Service in accordance with this Agreement). Before Customer exercises any of the foregoing actions that Customer believes it is entitled to, Customer shall provide ServiceNow with thirty (30) days' prior written notice to legalnotices@servicenow.com (or, if applicable law or the relevant court order does not allow for such notice, then the maximum amount of notice allowable), and provide reasonably requested information to allow ServiceNow to assess Customer's claim and, at ServiceNow's sole discretion, provide alternatives that reduce adverse impacts on ServiceNow's intellectual property and other rights.

3. ORDERING

3.1. RESELLER ORDERS. Customer shall order and purchase the Subscription Service and Professional Services directly from Reseller pursuant to a separate agreement specifying price, payment and other commercial terms. ServiceNow is not a party to such separate agreement but will provide the purchased services pursuant to this Agreement. For each order, Reseller or ServiceNow will provide Customer with a Use Authorization for Customer to sign and return to ServiceNow. ServiceNow will have no obligation to provide services unless and until it has received a Use Authorization signed by Customer. Reseller is not authorized to make any changes to this Agreement (including any Use Authorizations issued hereunder) or bind ServiceNow to any additional or different terms or conditions. Additional orders for ServiceNow products or services may be placed either through Reseller or ServiceNow, provided that if Customer places an order directly through ServiceNow, Customer shall sign an addendum to this Agreement setting forth pricing, payment and other commercial terms between Customer and ServiceNow.

3.2. USE VERIFICATION. ServiceNow or Reseller may remotely review Customer's use of the Subscription Service, and upon ServiceNow or Reseller's written request Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. If ServiceNow determines that Customer has exceeded its permitted use of the Subscription Service then ServiceNow will notify Customer and within thirty (30) days thereafter Customer shall either: (i) disable any unpermitted use or (ii) purchase additional subscriptions commensurate with Customer's actual use. If Customer fails to regain compliance within such thirty (30) day period or fails to make payment as provided in its agreement with Reseller, ServiceNow may suspend Customer's use of the Subscription Service or terminate this Agreement for cause in accordance with Section 9 (Term and Termination), in addition to any other rights or remedies ServiceNow may have.

4. INTELLECTUAL PROPERTY

4.1. SERVICENOW OWNERSHIP. As between ServiceNow and Customer, all rights, title, and interest in and to all intellectual property rights in the ServiceNow Core Technology are owned exclusively by ServiceNow notwithstanding any other provision in this Agreement. Except as expressly provided in this Agreement, ServiceNow reserves all rights in the ServiceNow Core Technology and does not grant Customer any rights, express or implied or by estoppel.

4.2. CUSTOMER OWNERSHIP. As between Customer and ServiceNow, Customer shall retain all of its rights, title, and interest in and to its intellectual property rights in Customer Data and Customer Technology. Customer hereby grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferable (except as set

forth in Section 10.1 (Assignment)), sub-licensable, worldwide right to use Customer Data and Customer Technology solely for the purpose of providing the Subscription Service and Professional Services to Customer.

4.3. FEEDBACK. ServiceNow encourages Customer to provide suggestions, proposals, ideas, recommendations or other feedback regarding improvements to ServiceNow's services and related resources. To the extent Customer provides such feedback, Customer grants to ServiceNow a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 10.1 (Assignment)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit feedback (including by incorporation of such feedback into the ServiceNow Core Technology) without restriction.

4.4. PROFESSIONAL SERVICES. Subject to the provisions of this Section 4.4, ServiceNow shall assign to Customer any Newly Created IP (as defined below) in Deliverables upon payment in full by Customer of all amounts due for the Professional Service under which the Deliverable was created. A "***Deliverable***" is a deliverable that is identified in the applicable SOW or Service Description and that is created by ServiceNow for Customer in the performance of the Professional Services. "***Newly Created IP***" means intellectual property in any inventions or works of authorship that are made by ServiceNow specifically for Customer in the course of performing Professional Services for Customer that is identified as "Newly Created IP" in an SOW, excluding the ServiceNow Core Technology. To the extent (if at all) any ServiceNow Core Technology is incorporated into a Deliverable, ServiceNow grants to Customer a non-exclusive, royalty-free, non-transferable, non-sublicensable worldwide license to use the ServiceNow Core Technology solely to use the Deliverable in connection with the Subscription Service as contemplated under this Agreement during the Subscription Term. Nothing in this Agreement shall be deemed to restrict or limit ServiceNow's right to perform similar Professional Services for any other party or to assign any employees or subcontractors to perform similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

5. WARRANTIES

5.1. LIMITED SUBSCRIPTION SERVICE WARRANTY. ServiceNow warrants that during the Subscription Term Customer's production instances of the Subscription Service shall materially conform to the Product Overview. To submit a warranty claim under this Section, Customer shall (1) reference this Section; and (2) submit a support request to resolve the non-conformity as provided in the Subscription Service Guide. If the non-conformity persists without relief more than thirty (30) days after written notice of a warranty claim provided to ServiceNow under this Section 5.1, then Customer may terminate the affected Subscription Service and submit to Reseller a claim for refund of any prepaid subscription fees covering the remainder of the Subscription Term of the affected Subscription Service after the date of termination. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made or caused by any person other than ServiceNow or a person acting at ServiceNow's direction. THIS SECTION 5.1 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

5.2. LIMITED PROFESSIONAL SERVICES WARRANTY. ServiceNow warrants that the Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements set forth in the SOW or Service Description. Customer shall notify ServiceNow in writing of any breach within thirty (30) days after performance of the non-conforming Professional Services. Upon receipt of such notice, ServiceNow, at its option, shall either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or shall terminate the affected Professional Services, in which case Customer may submit to Reseller a claim for a refund of any amounts paid for the nonconforming Professional Services. THIS SECTION 5.2 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

5.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICENOW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES

ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVICENOW SPECIFICALLY DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE, SOFTWARE, PROFESSIONAL SERVICES, DEVELOPMENT TOOLS, DOCUMENTATION OR DELIVERABLES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.

6. CONFIDENTIAL INFORMATION

6.1. CONFIDENTIALITY OBLIGATIONS. The recipient of Confidential Information shall: (i) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use it except to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party shall limit the disclosure of the other party's Confidential Information to those of its employees and contractors with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement, provided that all such employees and contractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Each party's obligations set forth in this Section 6 shall remain in effect during the term and three (3) years after termination of this Agreement. The receiving party shall, at the disclosing party's request or upon termination of this Agreement, return all originals, copies, reproductions and summaries of Confidential Information and other tangible materials and devices provided to the receiving party as Confidential Information, or at the disclosing party's option, certify destruction of the same. Provisions for the return of Customer Data are set forth in Section 9.3 (Return of Customer Data).

6.2. REQUIRED DISCLOSURES. A party may disclose the disclosing party's Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the receiving party: (a) promptly notifies the disclosing party of such requirement as far in advance as possible to the extent advanced notice is lawful; and (b) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information.

6.3. EQUITABLE REMEDIES. The parties agree that the receiving party's disclosure of Confidential Information except as provided herein may result in irreparable injury for which a remedy in money damages may be inadequate. The parties further agree that in the event of such disclosure or threatened disclosure, the disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to the disclosing party at law or in equity.

7. INDEMNIFICATION

7.1. SERVICENOW OBLIGATION. Subject to the exclusions set forth below, ServiceNow shall: (i) defend Customer, its officers, directors and employees against any third party suit, claim, action or demand (each a ***"Claim"***) to the extent alleging: (A) that the Subscription Service used in accordance with this Agreement infringes any third party patent, copyright or trademark, or misappropriates any third party trade secret; or (B) that ServiceNow's 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 (ii) pay any court-ordered award of damages or settlement amount to the extent arising from any such Claims. If any portion of the Subscription Service becomes the subject of a Claim under Section 7.1(i)(A), ServiceNow may: (a) contest the Claim; (b) obtain permission from the claimant for Customer's continued use of the Subscription Service; (c) replace or modify the Subscription Service to avoid infringement, if such replacement or modification has substantially the same capabilities as the Subscription Service; or, if the foregoing (a), (b), and (c) are not available on commercially reasonable terms in ServiceNow's judgment, then (d) terminate Customer's use of the affected Subscription Service upon sixty (60) days' written notice, whereupon Customer may submit to Reseller a claim for a refund of any prepaid subscription fees covering the remaining portion of the applicable Subscription Term for the affected

Subscription Service after the date of termination. Notwithstanding the above, ServiceNow shall have no obligation or liability for any Claim under Section 7.1(i)(A) arising in whole or in part from: (1) any use of the Subscription Service which exceeds the authorized use permitted under this Agreement or not in accordance with the Documentation; (2) Customer Data or Customer Technology; (3) use of the Subscription Service by Customer in violation of applicable law; (4) use of the affected Subscription Service after termination in accordance with clause (d) of this Section 7.1; (5) modifications to the Subscription Service made to Customer's specifications or otherwise made by any person other than ServiceNow or a person acting at ServiceNow's direction if the Claim would have been avoided by use of the unmodified Subscription Service; or (6) use of the Subscription Service in combination with any hardware, software, application or service that was not provided by ServiceNow, if the Claim would have been avoided by the non-combined or independent use of the Subscription Service.

7.2. CUSTOMER OBLIGATION. Customer shall: (i) defend ServiceNow, its officers, directors and employees against any Claim alleging 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 Claim would have been avoided by use of the unmodified Subscription Service), infringes any patent, copyright or trademark, misappropriates any third party trade secret, or violates any third party privacy rights; and (ii) pay any court-ordered award of damages or settlement amount to the extent arising from such Claim.

7.3. PROCESS. All of the foregoing indemnity obligations of ServiceNow and Customer are conditioned on the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense. SECTION 7 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY CLAIMS AND ACTIONS.

8. LIMITATIONS OF LIABILITY

8.1. LIMITATIONS OF LIABILITY. SERVICENOW SHALL HAVE NO LIABILITY FOR ANY REFUND THAT, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, IS TO BE PAID BY RESELLER. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) CUSTOMER'S OBLIGATION TO PAY FOR PRODUCTS, SERVICES OR TAXES; (2) A PARTY'S OBLIGATIONS IN SECTION 7 (INDEMNIFICATION); AND (3) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.2. EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) PAYMENTS TO A THIRD PARTY ARISING FROM A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION); AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.3. GROSS NEGLIGENCE; WILFUL MISCONDUCT. AS PROVIDED BY LAW, NOTHING HEREIN SHALL BE INTENDED TO LIMIT A PARTY'S LIABILITY IN AN ACTION IN TORT (SEPARATE AND DISTINCT

FROM A CAUSE OF ACTION FOR BREACH OF THIS AGREEMENT) FOR THE PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

9. TERM AND TERMINATION

9.1. TERM AND TERMINATION. This Agreement continues until terminated under the terms of this Agreement. Each party may terminate this Agreement in its entirety either: (i) upon thirty (30) days' prior written notice to the other party, if at the time of notice there are no Use Authorizations in effect; or (ii) upon written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either party may terminate a Subscription Service or Professional Services upon written notice if the other party materially breaches this Agreement or the applicable Use Authorization for the affected service and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party. Professional Services are separately ordered from the Subscription Service, and are not required for the Subscription Service. A breach by a party of its obligations with respect to Professional Services shall not by itself constitute a breach by that party of its obligations with respect to the Subscription Service even if the services are enumerated in the same Use Authorization.

9.2. EFFECT OF TERMINATION OF SUBSCRIPTION SERVICE. Upon termination of the Subscription Service for any reason, Customer shall stop using, and ServiceNow shall stop providing, the Subscription Service and all rights granted to Customer in this Agreement shall terminate. If the Subscription Service is terminated by Customer due to ServiceNow's breach, then Customer may submit to Reseller a claim for refund of all prepaid fees for the remaining portion of the Subscription Term for the terminated Subscription Service after the effective date of termination. Within thirty (30) days following the effective date of a termination by ServiceNow for Customer's breach, Customer shall pay all remaining amounts for the Subscription Term applicable to the Subscription Service covering the remainder of the Subscription Term regardless of the due dates specified in Reseller's order form to Customer.

9.3. TRANSITION SERVICES. At least thirty (30) days prior to either the expiration of the Subscription Term (where Customer elects not to renew) or in connection with the termination by Customer of the Subscription Service in accordance with Section 9.1, provided that Customer signs an addendum to this Agreement setting forth payment and other commercial terms between Customer and ServiceNow, Customer may purchase the following services from ServiceNow: (i) one (1) extension of the Subscription Service for up to six (6) months ("***Transition Subscription Service***"); and (ii) Professional Services. Prior to the commencement of any Transition Subscription Service or Professional Services, Customer shall sign an ordering document and shall pay in advance for the Transition Subscription Service and any Professional Services plus verifiable travel and expenses.

9.4. RETURN OF CUSTOMER DATA. ServiceNow shall provide Customer Data in its standard database export format, excluding the ServiceNow Core Technology, to Customer upon Customer's written request and at no additional cost to Customer, provided that ServiceNow receives such request from Customer within forty-five (45) days following the expiration or termination of this Agreement for the Subscription Service (including any Transition Subscription Service term, if applicable).If ServiceNow has not received a request within the foregoing time frame, ServiceNow shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of the Subscription Service.

9.5. SURVIVAL. Sections 2.4 (Restrictions), 4.1 (ServiceNow Ownership), 4.2 (Customer Ownership), 4.3 (Feedback) and 6 (Confidential Information) through 10 (General Provisions) of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. GENERAL PROVISIONS

10.1. ASSIGNMENT. Neither party may assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the

foregoing, either party may, upon notice and without the other party's consent: (i) in connection with a merger, reorganization or sale of all or substantially all of the assets or equity of such party, assign this Agreement in its entirety to such party's successor; and (ii) assign this Agreement in its entirety to any Affiliate. "***Affiliates***" shall mean any person or entity directly or indirectly Controlling, Controlled by or under common Control with a party to the Agreement, where "***Control***" means the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity. Any attempted or purported assignment in violation of this Section 10.1 will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.2. COMPLIANCE WITH LAWS. ServiceNow shall comply with any statutes and regulations that apply to its provision of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to the privacy and security of personal information, including trans-border data transfers and data breach notification requirements as required of ServiceNow by law. Customer shall comply with all laws that apply to its use of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to collection and processing of Customer Data in ServiceNow systems through the Subscription Service. Customer agrees to provide any required disclosures to and obtain any required consents for the transfer of Customer Data to ServiceNow. ServiceNow shall not be responsible for compliance with any laws applicable to Customer and its industry that are not generally applicable to information technology service providers.

10.3. EXPORT COMPLIANCE. Each party shall comply with United States and foreign export control laws and regulations. Customer acknowledges that the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables are subject to the U.S. Export Administration Regulations (the "***EAR***") and that Customer shall comply with the EAR. Without limiting the foregoing, Customer represents and warrants that: (i) Customer is not located in, and shall not use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables from, any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria); (ii) Customer shall not use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, sounding rockets or unmanned air vehicle systems; and (iii) Customer is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local laws which may impact Customer's right to import, export or use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables.

10.4. US GOVERNMENT RIGHTS. All ServiceNow software (including Software) is commercial computer software and all services are commercial items. "***Commercial computer software***" has the meaning set forth in Federal Acquisition Regulation ("***FAR***") 2.101 for civilian agency purchases and the Department of Defense ("***DOD***") FAR Supplement ("***DFARS***") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the services are acquired by or on behalf of a civilian agency, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the services are acquired by or on behalf of any agency within the DOD, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses Government rights in computer software or technical data.

10.5. NOTICE. Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email with

confirmation of receipt, except that email shall not be sufficient for notices regarding a Claim. Notices shall be sent to the parties as set forth on the signature page of this Agreement or as subsequently updated in writing.

10.6. FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (excluding Customer's failure to pay amounts owed when due), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, export bans, sanctions and other government actions, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "***Force Majeure Event***"). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

10.7. HIGH RISK ACTIVITIES. Customer shall use the ServiceNow Core Technology within the intended business purposes described in the Documentation, and not for any purpose that requires fail-safe performance including, but not limited to, stock trading, financial transaction processing, management of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical or environmental damage ("***High Risk Activity***"). ServiceNow, its licensors and suppliers expressly disclaim all warranties of fitness for any such use and Customer shall release and hold ServiceNow, its licensors and suppliers harmless from liability arising out of the use of the ServiceNow Core Technology for High Risk Activity.

10.8. USE OF AGGREGATE DATA. Customer agrees that ServiceNow may collect, use and disclose quantitative data derived from the use of the Subscription Service for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer or its users.

10.9. ENTIRETY. This Agreement, together with the Use Authorizations, Product Overviews, SOWs, Service Descriptions, and the Subscription Service Guide (including the Customer Support Policy, the Upgrade Policy and the Data Security Guide), is the final and entire agreement between the parties regarding the products and services provided hereunder and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings and negotiations with respect to the subject matter hereof. The terms of this Agreement apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of ServiceNow that is not set out in this Agreement. Customer's orders are not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any verbal or written communication about ServiceNow's future plans. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

10.10. WAIVER AND AMENDMENT. A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given. Any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

10.11. RELATIONSHIP OF THE PARTIES. The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party.

10.12. GOVERNING LAW; JURISDICTION AND VENUE. This Agreement shall be governed by the laws of the state of California, without regard to its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Santa Clara County, California, for the purposes of adjudicating any dispute arising out of this Agreement. Each party hereto expressly consents to service of process by registered mail. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

10.13. CONSTRUCTION. Products and services shall be provided in the English language unless agreed otherwise. The parties confirm that they have requested that this Agreement and all related documents be drafted in English at the express wishes of the parties. Les parties confirment avoir expressément exigé que le présent contrat et les documents de ServiceNow qui y sont attachés soient rédigés en anglais. Section headings are for convenience only and are not to be used in interpreting this Agreement.

APPENDIX 10

Please find Appendix 10 – Alcor Certifications on the following page.

Alcor Certifications

SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL

SCMSDC
Southern California Minority Supplier Development Council

THIS CERTIFIES THAT

Alcor Solutions, Inc.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) and as adopted by the Southern California Minority Supplier Development Council

**NAICS Code(s): 541511 ; 541512

**Description of their product/services as defined by the North American Industry Classification System (NAICS)

November 1, 2014	SC07629
Issued Date	*Certificate Number*
November 1, 2015	Virginia Gomez
Expiration Date	*Virginia Gomez, President, SCMSDC*

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: http://www.nmsdc.org

An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

WBENC Women's Business Enterprise National Council

hereby grants

National Women's Business Enterprise Certification

to

Alcor Solutions, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council – West, a WBENC Regional Partner Organization.

Expiration Date: 08/31/2016
WBENC National Certificate Number: 2005122988

Pamela Williamson, Ph.D.

Authorized by Pamela S. Williamson, Ph.D., President/CEO, Women's Business Enterprise Council – West

Women's Business Enterprise Council

NAICS Codes: 541511, 541512

UNSPSC Codes: 80101507, 81160000

ADDENDUM

Please find Addendum No.1 on the following pages.

City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th Floor, Long Beach, California 90802
p 562.570.6200
rfppurchasing@longbeach.gov

3/15/16

NOTICE TO PROPOSERS

ADDENDUM NO. 1: Q & A

RFP No. TI 16-112
Service Desk Application to Support Technology and Innovation

The acknowledgement at the end of this document needs to be signed and included with your proposal. This addendum changes and supersedes the language in the original RFP.

1. Question: What solutions has the City of Long Beach reviewed and seen demos of? What solution does the City of Long Beach prefer and what specific modules/capabilities are in scope for the 2-year transformation? Problem, Incident, Change, Knowledge, Request Management, CMDB, Business & IT Catalog?

   Answer: The City has seen demos from Cherwell, BMC, LanDesk, Service Now. The City has no vendor preference at this time. The City would like to Implement all areas listed.

2. Question: What is the scope of CMDB efforts? And what do you see included? For example - business functions, services and applications or is it just for infrastructure components such as server, network, storage, and databases?

   Answer: Initially, the City would like to see the CMDB efforts around the infrastructure components; however, we would also like to include the business functions and applications at some point.

3. Question: Will the contractor be expected to perform data normalization for the CMDB and Asset data that will be loaded to the tool?

   Answer: Yes, if needed.

4. Question: How does the City of Long Beach envision Service Chargebacks to be recorded within the Solution, if at all? Will Service Chargebacks become actual Journal Entries in the City of Long Beach's General Ledger?

Answer: The City has not decided on Service Chargebacks. This would be something to discuss during the discovery phase of the implementation.

5. Question: How will the City of Long Beach be creating the Operating Model and Governance to support and sustain the program?

   Answer: We have not decided on the process yet.

6. Question: Is software metering required? If yes, how many software applications and licensing types are currently in the environment of within the scope of this implementation?

   Answer: Yes it is required. We don't have a count of the applications / license types that will be part of the licensing module.

7. Question: Will Active Directory be the source for managing user's data, groups with access rights, affiliations, etc. or will access be managed and maintained in the proposed service management tool?

   Answer: Yes.

8. Question: Is the City of Long Beach expecting any integrations for automation of provisioning, configuration, data, etc. in the request fulfillment process? If yes, will City of Long Beach be providing the run book and automation scripts (e.g. PowerShell scripts) or will the implementer be documenting and developing them? If the implementer is expected to document and develop them then how many are estimated to be in scope for this implementation?

   Answer: We are not sure if there will be any integration or automation in the fulfillment process. If there is the City will provide the integration up to the Service Management application. The vendor of the Service Management application will need to provide the integration on the intake.

9. Question: What Phone system (ACD) is currently used by the City of Long Beach?

   Answer: Cisco

10. Question: What HR systems are currently used by the City of Long Beach?

    Answer: Mainframe application Empower

11. Question: What equipment does the RFP refer to in the warranty section of the RFP?

    Answer: This is referring to the application. There isn't any equipment.

12. Question: Does the City of Long Beach have a defined and documented HR On-Boarding Process or will the implementer be expected to document and define the process with the City of Long Beach?

Answer: The City has a process.

13. Question: How do you currently bill for services (labor rate card, service based, materials, itemized, combination of, etc.)?

Answer: We bill quarterly.

14. Question: The solution we are proposing is a cloud based solution but does require 1-2 virtual servers be running within the City of Long Beach's network to execute queries, scripts, etc. Can the City of Long Beach provide virtual servers to support the solution or will we have to provide dedicated physical servers?

Answer: The City can provide Virtual servers.

15. Question: Our assumption is that the current ERP system will continue to calculate depreciation and be the system of record for asset depreciation. Therefore, the Asset Management capability within the proposed solution is envisioned to be an Inventory of Assets and will not create entries for the General Ledger? Please explain if our assumptions are not correct?

Answer: The City is moving to a new ERP system over the next 3 years. The requirements have not been solidified as of yet. That said, we have not addressed asset depreciation.

16. Question: Our assumption is that the contractor will provide ITSM platform training to IT Staff, however, this training will not include ITIL foundational training and certification for the IT staff? Please explain if our assumption is not correct.

Answer: The assumption is correct.

17. Question: Would it be possible to get this in a Word version for formatting?

Answer: No

18. Question: Since it is in a PDF and there is no attached doc/xls file, we would like to confirm how you want our responses to your requirements formatted.

Answer: See Section 4 for instructions on submitting proposals.

19. Question: On Section 3, Scope of the Project - Below is our understanding of the in scope process for this RFP. Please confirm.

- Incident Management
- Change Management
- CMDB
- Service Catalog & Request Fulfillment
- Connect - Chat & Live Feed
- Hardware Asset Management
- Software Asset Management & License Compliance
- Inventory/Stockrooms
- IT Costing
- User Portal
- Mobile Interface
- Bar Code Scanning - possible RFID
- IT Costing - charge-backs & billing
- Purchasing (Optional)
- Project Management (Optional)

Answer: At a high level, the above is correct. Please see the RFP for details to the bullets listed above. The RFP requirements / Scope will be used to evaluate the RFP.

20. Question: The RFP referenced interface point with the following system, can you confirm the integration method or provide some use cases for these integration points? We have provided some sample use cases for your reference.

- LAN Desk - *(Example: On-way inbound to populate CMDB and Assets?)*
- HP Open View – *(Example: Ability to automatically create tickets - On-way inbound?)*
- Telesoft – *(Example: One way inbound?)*
- Crystal Reports – *(Example: read-only JDBC/ODBC connection for BI/reporting platform?)*
- Interface to city phone system (Screen Pops) - (*Example: On-way inbound from TAPI compliant ACD for ITSM solution screen pops?)*
- Interface to HR System for New Hire on Boarding – *(Example: One way inbound?)*

Answer: Assumptions are correct.

21. Question: The RFP mentioned an interface point with Telesoft, can you clarify which specific modules/solutions are being used today and would require such an interface with the ITSM solution? (e.g., ConnectFixed, Connect Mobile)

Answer: The Interface with Telesoft will be inbound to the ITSM solution. Bringing in cost and potentially asset information.

22. Question: The RFP mentioned an interface point with the current HR system, can you clarify which specific HR system is being used today?

Answer: Empower (mainframe system)

23. Question: On Section 9.3 - The RFP asks for 5 references with State and Local Government customer. Can bidder also submit references in other public sector such as higher education and others?

Answer: Yes, references for similar projects; however, the City would prefer State and Local Government.

24. Question: Will the City of Long Beach contract separately with the Software vendor to get the best price for the application? If so the City can negotiate for a Best of Breed implementation partner which could be different than the Software vendor. Please explain why this wouldn't be acceptable.

Answer: The City does not plan on contracting separately for software. The City would like a proposal that includes the price of the software, maintenance of the software and implementation costs.

You are required to submit this addendum with proposal. **Any proposer who fails to submit this addendum may be disqualified.**

Prepared By: Sokunthea Kol Date: March 15, 2016
Buyer

Acknowledged By: Carahsoft Technology Corporation
Company Name

Jessica Robertson	Public Sector Manager
Print Name	Title
Jessica Robertson	4/1/2016
Signature	Date

EXHIBIT "A-2"

Scope of Work

CARAHSOFT 'S RESPONSE TO THE

City of Long Beach

ServiceNow Statement of Work

Carahsoft SOW #SN1232017
Carahsoft SOW #SN1232017 upd 2/4/17
Carahsoft SOW #SN1232017 upd 2/14/17

ServiceNow Implementation Services

Monday
January 23, 2017

carahsoft.
servicenow

CARAHSOFT TECHNOLOGY CORP.
1860 Michael Faraday Drive, Suite 100
RESTON, VA 20191

888.66.CARAH | WWW.CARAHSOFT .COM

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1. Engagement Overview

Our Understanding of Your Requirements

City of Long Beach is looking to implement ServiceNow as the Enterprise Service Management software of choice. Overall, City of Long Beach is looking to implement the following processes/modules in the phase 1 of this implementation:

- Core Configuration
- Incident Management
- Change Management
- Service Request Management
- Asset Management Suite, including CMDB, Hardware and Software
- Integration with current systems
- Service Portal

Carahsoft leverages the following best practices to help ensure a successful implementation:

Process Optimization

Carahsoft will focus on building requirements upfront with City of Long Beach. This will also lead to process optimization opportunities early in the process.

Organizational Change Management (OCM) Support

A well-managed implementation requires extensive change and communication management to all stakeholders. As part of this SOW, Carahsoft will provide communication plan templates and best practice guidance to enable City of Long Beach to propagate the messaging to the end users and wider organization.

Staying Close to Standard Functionality

Based on our discussions with City of Long Beach, we have prepared the effort estimate and timelines with an assumption of staying close to out of the box functionality and with limited additional scripting and coding. We believe that as a best practice, a solution should first be implemented close to how it was intended, with gradual customizations of increased complexity, as they are needed. We believe it is often better to re-engineer a process than code around complexity.

2. Initiation & Planning

Carahsoft will work with City of Long Beach to ensure that appropriate engagement planning occurs to ensure business requirements and solution design are defined and documented with a focus on adequate build and test tasks to ensure delivery of a complete solution.

Carahsoft will document all requirements, design elements, and provide documentation in support of administrators of the solution. This will ensure that any future work will have a solid foundational reference to the initial engagement.

We will work closely with the City of Long Beach team to ensure everyone understands timelines, resource commitments, and deliverables.

Deliverables:

- Conduct the project kick off meetings with business and technical stakeholders
- Establish business goals and objectives

- Establish project scope and timeline
- Define phases and implementation windows
- Define project management and control activities
- Discuss organizational change impacts and barriers
- Establish project communication plan
- Document the system acceptance criteria
- Agreed to artifacts which will set the foundation for a successful implementation

3. Core Configuration

Objective

Complete activities that will enable City of Long Beach to communicate with ServiceNow data centers, populate global system data, and ensure environments are ready for implementation to commence.

Deliverables

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

The following will be discussed and configured:

- Instance Activation & Admin accounts
    - City of Long Beach admin and team accounts
    - Carahsoft implementation team admin accounts
    - City of Long Beach branding & color selections for dev & prod instance
- LDAP/AD Integration – Used for organization data population and login authentication. Configure one-way read-only query of AD OU's and containers to import City of Long Beach Organization data & attributes into ServiceNow, including:
    - Users & Groups
    - Departments
    - Locations
- SSO – configuration of Single Sign-On authentication from a local or external authentication provider on a single ServiceNow instance if applicable
- Welcome page configured with City of Long Beach logo and branding
- Email – configure POP3/SMTP credentials for inbound/outbound email in City of Long Beach instances
- MID Server – configuration of ServiceNow MID server for outbound encrypted communications from City of Long Beach infrastructure to ServiceNow data centers, if required
- Navigation and UI and search: configure how users browse and search in ServiceNow.
- Calendars & Schedules
- ServiceNow Plugins
- Integrations – planning & requirements gathering sessions for each integration as defined in the SOW. This is typically a single 2 – 3 hour session, and covers issues relating to methods and properties required to enable the integrations, including:
    - Credentials, authentication & On-premise vs. cloud security requirements
    - MID Server, if required
    - VPN, if required
    - Web services & API methods & properties. If required, attendees for this workshop should be City of Long Beach security, infrastructure, and platform administrators.

Assumptions

City of Long Beach will provide a technical resource that will be responsible for providing the necessary knowledge to successfully setup any in-scope integrations, such as LDAP. Additional LDAP integration information may be found

on the ServiceNow Wiki at **http://wiki.servicenow.com/index.php?title=LDAP_Integration**.

City of Long Beach will supply all data to be imported in a supported format. Carahsoft will not be responsible for data modification, cleansing or alteration before, during or after importing data. Supported formats are listed on the Service-Now Wiki. http://wiki.service-now.com/indeX.phpXtitle=Importing_Data_Using_Import_Sets

4. Incident Management

Objective

Implement the Incident Management process based on an industry standard configured process and City of Long Beach requirements.

REQUIREMENT

In workshops, Carahsoft will review and develop the stories for the following:

- Demonstrate the out-of-box functionalities and develop a model of Incident/ticket entry points such as portal/phone/email/chat etc.
- Review requirements for ServiceNow Connect/Chat
- Review requirements for ServiceNow mobile application for technicians
- Form Fields and values such as Category, Priority, State, User Information
- Assignment, escalation processes, and SLA(s)
- Notifications for end users, managers, business owners, service owners, and support groups
- Reporting and Operational Dashboards
- Mobile forms and views
- Interoperability with:
    - Change Management
    - CMDB
    - Service Request Management

Note: For phase 1 implementation, Carahsoft will leverage out-of-box classification, simple escalation approach and the out of box SLAs approach

DESIGN, BUILD, TEST

- Configure incident related fields, forms, and views.
- Configure ServiceNow Connect/Chat
- Configure out-of-box ServiceNow mobile application
- Configure incident related filters and modules
- Configure business rules and client scripts to support incident requirements
- Configure incident roles and access controls (security)
- Configure incident reports and scheduled reports
- Configure the relationship of Incident Management to other installed applications
- Configure interoperability with Problem Management, Change Management & other in-scope modules
- Conduct Prototype Review sessions
- Conduct Unit Test
- Support UAT Testing

5. Change Management

Objective

Develop an instance of Change Management based on an industry standard configured process and Client

requirements. The following phases & tasks will be completed for this objective:

REQUIREMENT

In workshops, Carahsoft will review and develop requirements for the following:

- Form Fields and values such as Category, Priority, Risk, Impact, Type, and State
- Assignment and approval processes
- Risk calculations
- Conflict checker
- Schedules and planning
- Notifications for managers, business owners, service owners, and support groups
- Change record relationships
- Reporting and Operational Dashboard needs
- Interoperability with:
    - Incident Management
    - CMDB
- For phase 1 implementation, the number of Change workflows will be limited to 1 per each Change type, and up to 3 Change types (e.g., Normal, Standard, Emergency)

DESIGN, BUILD, TEST

- Develop Technical Build Plan
- Configure Change Management Workflow including up to 3 Change Types (e.g., Emergency, Normal, Standard) and associated Change Type attributes.
- Configure "Request For Change" (RFC) processes. Includes defined use case workflow diagrams and documented business rules.
- Configure interoperability with Incident Management, & other in-scope modules
- Conduct Prototype Review sessions
- Conduct Unit Test
- Support UAT Testing

6. Service Catalog & Request Management

Objective

City of Long Beach wants to deploy an initial Service Catalog to provide users with a request fulfillment process that will enable ordering of IT standard service offerings.

REQUIREMENTS

Carahsoft will work with City of Long Beach resources to baseline the configuration of the existing Service Catalog Items. Carahsoft will conduct workshops to document:

- Service Catalog Items
- Approval and fulfillment processes & tasks
- Notifications to requesters, approvers, and fulfillers
- Catalog Items and forms
- Mobile forms and views

Note: the current estimated hours included in this Statement of Work have accounted for up to 5 catalog items of medium complexities. In the project planning phase, Carahsoft will work with City of Long Beach to determine the specific catalog items the City wants to include as part of the phase 1 implementation within the hours provided in this project.

DESIGN, BUILD, TEST

When the baseline documentation described in the Discover activity is complete, Carahsoft will develop and execute a plan to migrate and test all of the catalog components from the existing instances to the new instances.

- Develop Technical Build Plan
- Up to 5 Service Catalog Items unique to City of Long Beach
    - No more than 10 variables per catalog item
    - Workflows can include:
        - A single approval step
        - Up to 5 pre-defined and assigned tasks in the workflow
- A General Service Request with a simple workflow
- Configure out-of-box ServiceNow mobile application
- Conduct Prototype Review sessions
- Conduct Unit Test
- Support UAT Testing

Note: Carahsoft definition of Service Catalog Complexity:

- Simple: 4 variables, workflow with 4 tasks
- Medium: 4-10 variables, workflow with 2 approvals and 3-5 tasks
- Complex: 10+ variables, workflow with 2+ approvals, rollbacks, timers, 5+ tasks, sub workflows, joins, parallels

7. CMDB (Configuration Management Database)

Objective

Implement an aggregate CMDB to track Configuration Items (CI's) and related attributes using the out-of-the-box CMDB

REQUIREMENT

During the Configuration Management workshops, the following will be discussed and defined, including ITIL best practices:

- Conduct targeted interviews to assure that the out-of-box (OOB) CI classes cover the needs of City of Long Beach
- Types of Configuration Items and master data sources
- Data mapping from master data sources
- Review Form Fields and values for different CI types
- Review classification and categorization of CIs specific to environment processes and applications in scope

Note: the current estimated hours included in this Statement of Work have accounted for up to 10 CI classes. In the project planning phase, Carahsoft will work with City of Long Beach to determine the specific CI Classes (e.g., windows server, desktop, Laptop, applications) the City wants to include as part of the phase 1 implementation within the hours provided in this project.

DESIGN, BUILD, TEST

When the baseline documentation described in the requirement activity is complete, Carahsoft will develop and execute a plan to migrate and test all of the CI population and business service maps. Scope includes:

- Develop Technical Build Plan
- Build CMDB Table Structure based on CI types (where necessary)

- Configuration of data sources, import sets, and transform maps where appropriate
- Test CMDB structure

8. Asset Management For Hardware and Software

Objective

City of Long Beach intends to use the ServiceNow Asset Management module extend the City of Long Beach CMDB to include asset related information, including hardware and software licensing.

REQUIREMENT

Carahsoft will review and document the business requirements in the following:

- Asset classification and lifecycle
- Asset lifecycle stages, and events linked to lifecycle stage transitions
- Interdependence with Configuration Items and integration

DESIGN, BUILD, TEST

Historical Asset Information

As part of the project planning activities, Carahsoft will work with City of Long Beach to determine the data sources for current asset information and determine approach to the population of historical information.

Deploy Hardware Asset Management

- Manage the relationship between assets and associated CIs
- Synchronize CI and asset records, data, and attributes
- Create categories of asset models (e.g., Laptops, Desktops, Desk phones, Software Licenses, Servers, Network Gears, Consumables, Radios, Cameras)
- Create asset models. Models are specific versions or various configurations of an asset, such as a MacBook Pro 17"
- Create individual assets, such as hardware and consumables
- Configure Mobile Scanning application (assume standard out of box functionality)
- Configure Inventory and Stock Rooms
- Manage assets by viewing assets that are in stock, setting asset states and sub states

Deploy Model Management

Implement a standardized definition of models to provide consistent method of defining City of Long Beach assets. Model categories associate CI classes with asset classes.

The model category configuration determines if ServiceNow will create an asset from a CI and if so, what class of asset. Asset classes in the base system are Hardware, Software License, and Consumable.

- Provide overview of use of Hardware, Discovery, and Software Models within ServiceNow
- Configure and populate supporting model management tables
- Configure and populate the supporting asset management tables
- Identify attributes that need to be synchronized between asset and CI records

Deploy Software Asset Management (SAM)

Enable City of Long Beach to systematically track, evaluate, and manage end-user software licenses and software usage.

- Identify & Normalize Software Asset data in the CMDB
- Identify Software Owned
    - Use Discovery to identify currently owned software and begin working with the SAM application
    - Identify and add the software manually or with a third-party tool
- Configure Software Models, up to 10 - create software models for all of the software your organization wants to monitor
- Configure Software License Records - the list of software licenses owned by your organization
- Configure Software Usages - tracks licenses based on how often the license is actually used either by a workstation or a user
- Configure Software Counters - the list of software counters that verify compliance between software rights and software installations in your organization

9. INTEGRATIONS

Objective

Carahsoft understands that as part of the scope of work, City of Long Beach is looking to integrate ServiceNow with the following systems.

- LanDesk - one-way inbound - Cis and Assets
- HP OpenView - one-way inbound - Event Management
- Telesoft
- CTI Phone System
- MobileReach Splitware
- HR System - one-way inbound - On-boarding

REQUIREMENT

For each of the integrations, Carahsoft will conduct targeted workshop with City of Long Beach to define the requirements

- Define specific integration use cases as related to the underlying IT processes (e.g., Incident Management, Asset Management, CMDB)
- Define form and field mapping with ServiceNow
- Define integration architecture and approach

Note: These integration workshops will need to include the subject matter experts from the City of Long Beach on these various systems

DESIGN, BUILD, TEST

- Develop the necessary business rules/client scripts in ServiceNow to support the data exchange and attribute mapping
- Update any core configurations that will be needed in support of the integration, such as the creation of groups that do not currently exist in either system.
- Modify and/or create any fields that are necessary to use in support of the integration
- Conduct Unit Test
- Conduct Integration Test along with City of Long Beach SMEs with third party systems

10. Service Portal

Objective
As a part of this proposal, City of Long Beach wants a ServiceNow Service Portal with a user experience designed to optimize and simplify user inputs required to interact with the IT organization.

Requirement
In a workshop format, Carahsoft will review the functionality of the ServiceNow Service Portal. This will be useful in setting expectations, scoping out deliverables, and making reasonable timelines. Proper planning from the outset will ensure the end product meets all requirements.

Reviewing Instance Data
- Carahsoft will ensure necessary data and content are in the instance before designing
- Carahsoft will ensure that the data within the sys tem is consistent and effectively represents the applications being used

Reviewing Content
- We will discuss system information, such as knowledge base articles and catalog items
- We will review Service Portal themes, pages, widgets

Service Portal Review & Sign-Off
Carahsoft will work with City of Long Beach to quickly prototype what the Service Portal will look like with the minimal changes to themes and branding of the out-of-box ServiceNow Service Portal.
Within the prototype:
- We will review site map for the entire portal.
- We will review links, link destinations, content, and document page names, and page descriptions.

DESIGN, BUILD, TEST
Once we have completed the review, we can start to update the portal, the themes, and the pages. Themes apply style settings to a portal to give your site a consistent look and feel across all pages. We use pages to organize content, and design meaningful portal user experiences for your customers. Carahsoft will work with your team to:

Layout
- Configure portal theme
- Configure the branding for your portal

Creating Pages
- Build up to 5 Pages
- Configure CSS and Angular JS
- Configure widgets on pages

The final step is a com plete review and test of the work, and get formal sign off that the final product has met all requirements. Carahsoft will work with your team to:
- Test on the browsers and platforms your site visitors use
- Test all navigation and links
- Test items that can be downloaded (for example, PDF files)
- Test the search functionality

11. Implementation and Warranty Support

- Upon completion of UAT, Carahsoft will provide knowledge transfer of the in-scope application leading up to transition to the production environment to the City of Long Beach ServiceNow platform owner and key technical stakeholders. Carahsoft will also provide technical support during the promotion process to the production environment.
- For post implementation support, Carahsoft will resolve defects to the configuration of the in-scope application for the two weeks following go live. ("Warranty Period") During the Warranty Period, Carahsoft will ensure that the Development team will be available to support defect and remediation with a 20% allocation.
- End User Training: *If contracted separately*, Carahsoft can develop end user training materials and conduct remote/in person training sessions for all ITIL users of the City of Long Beach
- *If contracted* for Carahsoft's remote admin support services, Carahsoft can provide continual support of the environment after the two-week warranty period.

12. Resources

We expect the following resources to be engaged from City of Long Beach & Carahsoft for this engagement. The exact duration and level of engagement for City of Long Beach's resources will be finalized at kick-off.

City of Long Beach Resources	Responsibilities
Project Manager	City of Long Beach will provide a project manager who will have overall responsibility for the Project. City of Long Beach project manager will meet regularly with the Carahsoft engagement manager to review progress and resolve issues.
System Administrator(s)	Administrator training must be completed by City of Long Beach's assigned resource(s) no later than the beginning of the Prepare stage.
Process Owner(s)	City of Long Beach will provide subject matter experts who will be responsible for the correct and complete definition of each of the processes implemented within the ServiceNow product.

Carahsoft Resources	Responsibilities
Engagement Manager	Carahsoft engagement manager will facilitate project planning, provide implementation expertise, ensure the SOW is being adhered to, allocate appropriate resources from Carahsoft, manage escalations, and act as a single point of contact for the duration of the Project.
Business System Analyst	The Business System Analyst will drive process definition, re-engineering, improvement and gap analysis of current and future processes together with City of Long Beach's process owners and document solutions for implementation
Technical Consultant	Carahsoft will provide technical consultant(s) to help with application configuration and assist with knowledge transfer to City of Long Beach resource(s).

13. Project Assumptions

City of Long Beach acknowledges that its participation and cooperation is critical for the success of the Project. The following assumptions are based on information provided by City of Long Beach to Carahsoft relating to the Project scope and City of Long Beach's current business processes as of the Effective Date of this SOW, and have been used to compute the estimated level of effort and cost. Deviations from these assumptions may lead to commensurate changes in the timeline and fees, such changes to be set forth in a change order to be mutually agreed by both the parties.

General

a) City of Long Beach will provide the required resources and ensure active participation to ensure the implementation is successful. This will include an executive decision-maker, project leadership and management, subject matter experts, and technical resources.
b) City of Long Beach is responsible for the definition of the business processes within scope for this Project and implementing all business process changes required to support the Project.
c) City of Long Beach is responsible for user acceptance testing prior to production deployment.
d) Clearly defined and documented functional requirements are completed during the Discover stage.
e) It is assumed that the Carahsoft resources will have remote access to City of Long Beach's instances and that City of Long Beach provides appropriate technologies for remote work.
f) These timelines and effort estimates are based on staying close to out of the box functionality of ServiceNow and with limited added scripting/coding. Carahsoft will advise City of Long Beach if any such scripting may require additional effort to build, review and test a given module.

Data

a) City of Long Beach will supply all information to be imported in a supported format. Carahsoft will not be responsible for data modification, cleansing or alteration before, during or after importing data. Supported formats are listed on the ServiceNow Wiki.

14. Effort Estimate & Pricing

The effort estimate and payment terms for the services are detailed below. The following table describes the effort estimate for various tasks performed by a Carahsoft Engagement Manager (EM), Business System Analyst (BSA) and Technical Consultants (TC).

Task	Effort			Total Hours
	EM	BSA	TC	
Plan & Manage	**22**	**6**	**6**	**34**
Implementation Planning & Management	20	4	4	28
Project kick-off	2	2	2	6
Core Setup	**5**	**0**	**30**	**35**
Core Setup	5	0	30	35
Requirement Workshop and Documentation	**52**	**120**	**0**	**172**
Incident	10	16	0	26
Change	10	16	0	26
Service Catalog	10	24	0	34
CMDB	10	16	0	26
Hardware and Software Asset Management	10	24	0	34
Service Portal	2	24	0	26
Design, Build and Test	**22**	**120**	**300**	**442**
Incident	4	20	45	69
Change	4	20	45	69

Service Catalog	4	20	45	69
CMDB	4	20	45	69
Hardware and Software Asset Management	4	20	45	69
Service Portal	2	10	50	62
Unallocated	0	10	25	35
Release	**5**	**15**	**10**	**30**
Knowledge Transfer	0	10	5	15
Production Transition	5	5	5	15
Post UAT Warranty Support (2 weeks)	Included			
Total Base Implementation Effort	**106**	**261**	**346**	**713**
Project Costs	**$16,695.00**	**$41,107.50**	**$54,495.00**	**$112,297.50**
Platform Integration	**30**	**60**	**240**	**330**
LanDesk - one-way inbound - Cis and Assets	5	10	40	55
HP OpenView - one-way inbound - Event Management	5	10	40	55
Telesoft	5	10	40	55
CTI Phone System	5	10	40	55
MobileReach Splitware	5	10	40	55
HR System - one-way inbound - On-boarding	5	10	40	55
Total Integration Effort	**30**	**60**	**240**	**330**
Total Integration Costs	**$4,725.00**	**$9,450.00**	**$37,800.00**	**$51,975.00**
Total Implementation Effort (Including Integration)	**136**	**321**	**586**	**1043**
Total Project Costs	**$21,420.00**	**$50,557.50**	**$92,295.00**	**$164,272.50**

Additional charges may apply for scope changes, change requests or delays caused by events that Carahsoft has no control over. Any changes will be set forth in a change order.

The payment terms for this implementation shall be as follows:

Milestone No.	Milestones	Milestone %	Payment Amount
1	Upon completion of Project Kickoff Meeting	5%	$7,833.00
2	Upon completion of Core Configuration	5%	$8,064.00
3	Upon completion of Requirement Workshop and Documentation for Incident, Change and Service Request	12%	$19,814.50
4	Upon completion of Requirement Workshop and Documentation for CMDB, Hardware and Software Management	8%	$13,824.00
5	Upon completion of Requirement Workshop for Service Portal	4%	$5,990.00
6	Upon completion of Design, Build and Test for Incident, Change and Service Request	29%	$47,692.00
7	Upon completion of Design, Build and Test for CMDB, Hardware and Software Management	24%	$39,859.00
8	Upon completion of Design, Build and Test for Service Portal	9%	$14,284.00
9	Upon system is ready to Go-Live	4%	$6,912.00

Note: Carahsoft will work with the City of Long Beach to further define the specific use cases of each of the integrations and associate each integration activity with one of the payment milestones above.

Carahsoft will provide the Services as follows:

☒ At City of Long Beach's facilities located in Long Beach, or other U.S. office location
☒ From a remote location

All reasonable travel, meals, and living expenses for all Carahsoft personnel who travel in support of the Project shall be billable at cost and all such expenses shall be borne by City of Long Beach. City of Long Beach shall pay all amounts within thirty (30) days after date of invoice unless stated otherwise in the applicable ordering document. City of Long Beach is responsible for all applicable taxes, except for taxes due on the net income of Carahsoft. No acceptance shall apply to the Services or any accompanying software or deliverable provided under this SOW. Normal business day is any eight (8) hour period between the hours of 8AM and 6PM, Monday through Friday local time. **Estimated travel and expenses are $16,427.00** with actual expenditures billed monthly in arrears.

15. Effective Period Of This SOW

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

16. Acceptance

The signature below provides authorization and acceptance of this proposal by City of Long Beach.

SUBMITTED ON BEHALF OF CARAHSOFT

SIGNATURE

PRINT NAME AND TITLE

DATE

ACCEPTED ON BEHALF OF City of Long Beach

SIGNATURE

PRINT NAME AND TITLE

DATE

EXHIBIT "B"

Rates or Charges

GOVERNMENT - PRICE QUOTATION

servicenow

CARAHSOFT TECHNOLOGY CORP

carahsoft.

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PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Michael Kek
Customer Service Bureau Manager
City of Long Beach
333 W Ocean Blvd
Long Beach, CA 90802-4681

EMAIL: Michael.Kek@longbeach.gov

PHONE: FAX:

FROM: Bijan Abrahim
Carahsoft Technology Corp.
1860 Michael Faraday Drive
Suite 100
Reston, Virginia 20190

EMAIL: Bijan.Abrahim@carahsoft.com

PHONE: (703) 889-9836 FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Sales Tax May Apply

QUOTE NO:	9007425
QUOTE DATE:	02/04/2017
QUOTE EXPIRES:	03/06/2017
RFQ NO:	
SHIPPING:	GROUND
TOTAL PRICE:	$389,009.50
TOTAL QUOTE:	$389,009.50

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS	QTY	EXTENDED PRICE
		YEAR 1 PAYMENT - DUE AT SIGNING				
1	SNCSERVMGMT	ServiceNow® Service Management Suite - Fulfiller User (Monthly)	RATE: $47.25	12	120	$68,040.00
2	SNEDPROD00100	ServiceNow® System Administration Training (3 days) - Public (per attendee) with Certification Voucher	RATE: $2,095.00		2	$4,190.00
3	SVCTSOWTAILIMP	ServiceNow« Implementation - Tailored - T&M (1043 hours) Project Management: $5,355 Implementation: $158,917.50	RATE: $164,272.50			
4	SVCTSOWTAILIMP	ServiceNow« Implementation - Tailored Milestone Payment 1: Upon completion of Project Kickoff Meeting	RATE: $7,833.00		1	$7,833.00
5	SVCTSOWTAILIMP	ServiceNow« Implementation - Tailored Milestone Payment 2: Upon completion of Core Configuration	RATE: $8,064.00		1	$8,064.00
6	SVCTSOWTAILIMP	ServiceNow« Implementation - Tailored Milestone Payment 3: Upon completion of Requirement Workshop and Documentation for Incident, Change and Service Request	RATE: $19,814.50		1	$19,814.50

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LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS	QTY	EXTENDED PRICE
7	SVCTSOWTAILIMP	ServiceNow« Implementation - Tailored Milestone Payment 4: Upon completion of Requirement Workshop and Documentation for CMDB, Hardware and Software Management	RATE: $13,824.00		1	$13,824.00
8	SVCTSOWTAILIMP	ServiceNow« Implementation - Tailored Milestone Payment 5: Upon completion of Requirement Workshop for Service Portal	RATE: $5,990.00		1	$5,990.00
9	SVCTSOWTAILIMP	ServiceNow« Implementation - Tailored Milestone Payment 6: Upon completion of Design, Build and Test for Incident, Change and Service Request	RATE: $47,692.00		1	$47,692.00
10	SVCTSOWTAILIMP	ServiceNow« Implementation - Tailored Milestone Payment 7: Upon completion of Design, Build and Test for CMDB, Hardware and Software Management	RATE: $39,859.00		1	$39,859.00
11	SVCTSOWTAILIMP	ServiceNow« Implementation - Tailored Milestone Payment 8: Upon completion of Design, Build and Test for Service Portal	RATE: $14,284.00		1	$14,284.00
		YEAR 1 PAYMENT - DUE AT SIGNING SUBTOTAL:				$229,590.50
12	SVCTSOWTAILIMP	ServiceNow« Implementation - Tailored Milestone Payment 9: Upon system is ready to Go-Live	RATE: $6,912.00		1	$6,912.00
		SUBTOTAL:				$6,912.00
		YEAR 1 PAYMENT - DUE AT SIGNING				
13	TRAV&EXP	Travel & Expenses, NTE Actual costs billed monthly in arrears.	RATE: $16,427.00		1	$16,427.00
		YEAR 1 PAYMENT - DUE AT SIGNING SUBTOTAL:				$246,017.50
		YEAR 2 PAYMENT				
14	SNCSERVMGMT	ServiceNow® Service Management Suite - Fulfiller User (Monthly)	RATE: $47.25	12	120	$68,040.00
		YEAR 2 PAYMENT SUBTOTAL:				$68,040.00
		YEAR 3 PAYMENT				
15	SNCSERVMGMT	ServiceNow® Service Management Suite - Fulfiller User (Monthly)	RATE: $47.25	12	120	$68,040.00

CARAHSOFT TECHNOLOGY CORP

carahsoft.

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LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS	QTY	EXTENDED PRICE
		YEAR 3 PAYMENT SUBTOTAL:				$68,040.00
		ANNOTATIONS				
16		1. All packaged services are due at signing, not at delivery. See Line 2, Training. 2. Years 2-3 need to be included in the PO notes. 3. Refer to Carahsoft SOW SN012317 v3 upd 2/14/17, dated Monday, January 23, 2017, for implementation details.				
17		4. Special pricing is valid through February 28, 2017. 5. Send PO to orders@carahsoft.com				
		ANNOTATIONS SUBTOTAL:				$0.00
		SUBTOTAL:				$389,009.50

TOTAL PRICE:	**$389,009.50**
TOTAL QUOTE:	**$389,009.50**

QUOTE DATE: 02/04/2017
QUOTE NO: 9007425

EXHIBIT "C"

City's Representative:

Michael Kek, Customer Services Bureau

(562) 570-7002

EXHIBIT "D"

Materials/Information Furnished: None