

**Appendix D to DIR Contract No. DIR-SDD-1654  
On Demand Software  
Subscription License Agreement**

**Precision Task Group**

This On Demand Subscription License Agreement (“**Agreement**”) is entered into between Service-now.com, Inc. (“**Service-now.com**”) a California corporation having its principal place of business at 120 S. Sierra Ave, Solana Beach, California 92075 and \_\_\_\_\_ (“**Customer**”), having its principal place of business at \_\_\_\_\_ and is effective as of \_\_\_\_\_ (“**Effective Date**”).

WHEREAS, Customer wishes to license the Internet-based Service-now.com Applications from Service-now.com; and

WHEREAS, Customer wishes to engage Service-now.com to provide all necessary and appropriate infrastructure for the operation, management and maintenance of the Service-now.com Applications (“**Hosting Services**”); and

WHEREAS, Service-now.com wishes to provide the aforementioned Service-now.com Applications and Hosting Services to Customer; and

It is hereby acknowledged that both parties agree as follows:

**1. Definitions**

“**Anniversary End Date**” shall mean the final date of the term of this Agreement and end of the availability of the System to the Customer and the end of the License Term.

“**Anniversary Start Date**” shall mean the date in which fees begin accruing for use of the System by the Customer and the beginning of the License Term.

“**Applications**” shall mean the Service-now.com application modules, generally referred to as the *Service-now.com Enterprise, Professional, Asset Management* or *Custom* editions in marketing and sales literature.

“**Applications Server Transaction Response Time**” means the period of time between the receipt of an electronic command or request by the System at the host server and transmission of a release by such System from the host server.

“**Confidential Information**,” to the extent authorized by the Texas Public Information Act, means any information whether oral, or written, of a private, secret, proprietary or confidential nature, concerning either party or its business operations, including without limitation: (a) business plans, marketing plans, financial data, employee data, and technical information, (b) the Service-now.com System and technology and (c) the terms of this Agreement including Customer specific license pricing.

“**Customer Data**” shall mean all information submitted to and managed by, the System.

“**Customization Request**” shall mean any request submitted to the Service-now.com development staff that the development staff deems to require custom configuration to the System, and, the development staff agrees to perform on behalf of that customer. Generally, a Customization Request is unique to the requesting customer and may be subject to additional fees.

“**Deliverable(s)**” shall mean the work product(s) generated as a result of a Statement of Work.

**“Discovery”** shall mean the Service-now.com discovery technology generally referred to as *Service-now.com Discovery* in marketing and sales literature.

**“Discovered”** shall mean the information collected from the applications and servers probed by the System.

**“Effective Date”** shall mean the date of commencement of all terms and conditions defined in this Agreement as well as the general availability of the System.

**“End User”** shall mean any User of the System with no defined role. End Users do not require a paid License and shall be able to:

- Create a task
- Check on the status of a task they have created
- Shop a Service Catalog
- View knowledge articles, reports and other general information published by a Process User

**“License”** shall mean (i) authorized access to the Applications by a User and (ii) Servers Discovered by the Discovery Technology. All Process Users shall have an assigned Role, and all Process Users shall require a License. The Process User License is a named or fixed License, assigned to a specific individual and may be periodically re-assigned by the Customer, but not shared by multiple individuals at any one time. The Server License is a named or fixed License, assigned to a uniquely Discovered Server.

**“License Term”** shall mean the period of time for which Customer will have access to the System.

**“Order Form”** shall mean the ordering documents representing the initial and subsequent licensing of the System as to the number of allowed Process Users, application access, and License Term of the Agreement.

**“Planned Maintenance Downtime”** shall mean the time for which the System is unavailable to the Customer for Service-now.com to perform maintenance for security and system integrity purposes and provide System upgrades.

**“Process User”** shall mean any Customer employee, consultant, contractor, customers, service provider or agent who is authorized by the Customer to use the System to manage the Customer’s internal business process and data. The Process User shall have full access to the System and capable of performing, but not limited to, the following tasks within the system:

- Open, update, assign, categorize or close a task such as an incident, change, release or problem
- Create, assign or approve an approval request
- Actively manage inventory items
- Actively manage contracts and software licenses
- Build or manage service catalog items
- Build or manage knowledge articles and news
- Create or modify a report
- Maintain, monitor, customize and manage the System and access to the System

**“Role”** shall mean any level of access or functionality within the System, technically defined by the Customer.

**“Server”** shall mean any non-virtual machine whose operating system is one of the following: Linux, Unix or any Windows version intended for Servers.

**“Service-now.com Technology”** means any methodologies, technology and software (source and object format) that is supplied by Service-now.com or one of its permitted subcontractors in performance of the Services and incorporated into the Deliverables that was developed or created by, or licensed to Service-now.com or such subcontractor and all derivative works, extensions or improvements of Service-now.com Technology conceived or developed under this Agreement (unless otherwise agreed by the parties), to the extent that such derivatives, extensions or improvements do not contain Customer’s Confidential Information.

“**Services**” shall mean the professional, technical, project management or other services required by each Statement of Work.

“**Statement of Work**” or “**SOW**” means the document specifying, without limitation, the scope, objective and time frame of the Deliverables and Services that Service-now.com will perform for Customer.

“**System**” shall mean the Internet-based, Service-now.com Applications and Discovery technology including the operating system and database.

“**User**” shall mean any individual accessing the System with a unique logon ID and password.

## **2. System**

**2.1 System Availability:** The System shall be available 99.97% of the time per month via a secure password protected site(s) hosted by Service-now.com on the World Wide Web except for: (i) Planned Maintenance Downtime not to exceed two (2) hours per month for which the Customer shall have at least five (5) days advanced notice and will be planned for Customer non-core business hours as much as practicable; (ii) downtime caused by circumstances beyond Service-now.com’s control including acts of God, acts of government, flood, fire, earthquakes, acts of terror, war, third party strikes and other labor problems, computer and telecommunications failures and delays not within Service-now.com’s control, and network intrusions or denial of service attacks, but only to the extent the unavailability was the result of Service-now.com’s failure to take reasonable and commercial care to mitigate or prevent such an attack or intrusion.

In the event of a failure of Service-now.com to maintain the general availability of the System as defined in this section, Customer shall be entitled to a credit of service equal to the number of minutes the System was unavailable as a credit on their next invoice or extension of the Agreement.

**2.2 System Performance:** The System shall provide daily average Application Server Transaction Response Time of less than three (3) seconds for users performing day-to-day normal operational tasks such as opening, closing and updating incidents, changes and problems, excluding home page logins, global text searches, and exceptionally large system queries. Service-now.com shall have no liability for any failure or performance shortfall of the Internet connectivity and communication infrastructure not within the reasonable direct control of Service-now.com.

**2.3 Service Credits:** Customer must (i) request all service credits in writing to Service-now.com within thirty (30) days of the availability failure; (ii) identify the relevant incident number or date and time relating to the failure; and (iii) indicate their preference of a credit on their next invoice or an extension of the Agreement. Service-now.com will issue a credit memo within thirty (30) days of Customer’s written service credit request.

**2.4 Use Limits:** Customer shall use the System solely for its internal business process as contemplated by this Agreement and shall not: (i) license, sub-license, sell, re-sell, rent lease, transfer, assign, distribute time share or otherwise commercially exploit or make the System available to any third party, other than as contemplated by this Agreement; (ii) intentionally utilize the System to violate the law or rights of any person or entity, including sending spam, unlawful or tortious material; (iii) intentionally send or store software viruses, worms Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) intentionally interfere with or disrupt the integrity of the System or the data contained therein; or, (v) intentionally attempt to gain unauthorized access to the System or its related systems or networks.

**2.5 Restrictions:** Customer shall not (i) modify, copy or create derivative works based on the System or Service-now.com Technology; (ii) create Internet "links" to or reproduce any content forming part of the System, other than for its own internal business purposes; or (iii) disassemble, reverse engineer, or decompile the System or part thereof, or access it in order to copy any ideas, features, content, functions or graphics of the System. Customer acknowledges that except for the limited right to use the System granted herein, no other right title or interest in the intellectual property rights or technology of Service-now.com is granted and all such licenses and rights are hereby expressly reserved.

**2.6 Customer Support:** Service-now.com shall provide general customer support and technical guidance as part of this Agreement. Prioritized means of customer support shall be:

- a) Online documentation found at <https://wiki.service-now.com/>
- b) Submission of incidents and service requests online at the Service-now.com Customer Support Portal <https://hi.service-now.com/>
- c) Telephone support at +1 858-345-1444:
  - in the case of P1 – Critical Outages: twenty-four (24) hours a day, three hundred and sixty-five (365) days a year (24 x 365)
  - in all other cases, Monday through Friday inclusive with the exception of US Federal holidays (hereinafter “Business Day(s)).

**2.7 Service Level Agreement / Response Times:** Service-now.com shall provide support response to System inquiries as set forth below. Service-now.com shall use all reasonable efforts to resolve incidents due to technical difficulties with the Applications, System or Hosting Services managed by Service-now.com according to the Target Resolution Time set forth below, however, Customer acknowledges that such metrics are only targets and cannot be guaranteed.

INCIDENT SEVERITY LEVEL	RESPONSE TIME	TARGET RESOLUTION TIME
P1 – Critical Outage	Thirty (30) minutes	One (1) hour
P2 – High Priority	Two (2) Business Day hours	Eight (8) Business Day hours
P3 – Medium Priority	Eight (8) Business Day hours	Within three (3) Business days
P4 – Low Priority	Within three (3) Business days	Within two (2) weeks

**P1 – Critical Outage Incident:** A P1 incident is applicable when the issue impacts more than 20% of users in the Production instance, and the situation is an emergency for the Customer, and any one or more of the following is the case: 1. Inability for all Users to connect to the Production instance. 2. A critical function within the Application ceases to operate.

**P2 – High Priority Incident:** A P2 incident is applicable when the issue impacts or affects a function within the Production instance and in which the Application affected is mission critical, and any one or more of the following is the case: 1. Severe impact to a critical function that materially impacts Customer’s ability to conduct routine business or to meet customer’s own service levels. 2. A subset of users is negatively impacted causing an extreme degradation in productivity.

**P3 – Medium Priority Incident:** A P3 incident is applicable when the issue affects any Customer business process or function that does not qualify as a Critical Outage or High priority issue. May include issues within Production and Non-production instances.

**P3 – Low Priority Incident:** A P3 incident is a minor issue that does not adversely impact any process or function that may be seen more as an inconvenience that requires a minor workaround to restore functionality.

**P4 – Low Priority Incident:** A P4 incident is a minor issue that does not adversely impact any process or function that may be seen more as an inconvenience that requires a minor workaround to restore functionality.

**2.8 Customization Requests:** Customer may submit product Customization Requests online at the Service-now.com Customer Support Portal (<https://hi.service-now.com/>).

- Customization Requests are generally applicable to a specific customer and may be accepted or rejected by the Service-now.com development staff for possible incorporation into a future upgrade. Any request deemed by Service-now.com development staff to be a Customization Request may be subject to additional customization services fees. All fees and Deliverables will be submitted to the Customer for their approval and a Statement of Work created, prior to work commencement.

**2.9 Supported Versions:** Service-now.com will provide full customer support to meet the Service Levels stated in 2.6 for the current and prior generally available releases and interim releases between the two. Service-now.com will provide limited customer support and may not be able to provide code fixes or rework for releases older than the prior generally available release.

### **3. Data Protection**

**3.1 Protection of Confidential Information:** To the extent authorized by the Texas Public Information Act, each party agrees to hold the other party's Confidential Information in the strictest confidence in accordance with this clause and any separate non-disclosure agreement signed between the parties. Both parties shall preserve the confidentiality of such Confidential Information with at least the same degree of care that it protects its own most confidential business information. Without limiting the foregoing, and to the extent authorized by the Texas Public Information Act, neither party shall sell, transfer, publish, disclose, display or otherwise make available to any third party, the other party's Confidential Information without the prior written consent of the other party.

Each party may only disclose the Confidential Information of the other party to employees or subcontractors with a need to know. Confidential Information will not include information that: (i) was rightfully in the public domain prior to receiving such information, or (ii) becomes publicly available without breach of this Agreement, or (iii) becomes known to the receiving party after rightful disclosure from a third party not under an obligation of confidentiality; or (iv) was disclosed to the extent necessary to comply with a lawful court order or government regulation, provided that in the case of (iv) each party shall provide the other parties with advance written notice thereof.

Each party's confidentiality obligations shall remain in effect with respect to the Confidential Information of the other party after the cessation or termination of this Agreement for a period of one (1) year.

**3.2 Security of Customer Data:** As between Service-now.com and Customer, all Customer Data is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. Service-now.com may access Customer's Process User accounts, including Customer Data, solely to respond to System or technical problems or at Customer's request, and for the purposes of hosting such Customer Data in connection with the provision of the System to Customer and Customer's authorized Users. Service-now.com shall use industry standard security measures, including standard encryption protocols, to protect and guard the availability and security of all Customer Data and shall be strictly prohibited from using the Customer Data in any fashion other than that defined above.

**3.3 Customer Data Backup:** Service-now.com shall back up all Customer data nightly from the Customer production server to a storage device at Service-now.com's production datacenter for data recovery purposes. Additionally, Service-now.com shall back up all Customer data to a storage server at a separate datacenter for disaster recovery purposes. Data shall be stored for seven (7) days at the production facility and at the disaster recovery facility for thirty (30) days.

**3.4 Intellectual Property Rights:** Service-now.com acknowledges and agrees that Customer may develop its own best practices and intellectual property using the Applications which may include, but shall not be limited to, scripts, forms, applications, modules or other system elements ("Customer Work Products") to support Customer's business operations as contemplated by this Agreement. All rights of patent, copyright, trademark, trade secret and other proprietary rights to such Customer Work Products will be the sole and exclusive property of Customer (excluding Service-now.com's Technology) upon its inception, conception, creation, fixture, development or reduction to practice. To the extent any Service-now.com Technology is used or embodied in

the Customer Work Products, Service-now.com shall not be deemed to have assigned its intellectual property rights in such Service-now.com Technology to Customer. Customer Work Product shall not include and the assignment of obligations in this section shall not apply to any Deliverables created on behalf of the Customer by Service-now.com. Further, Service-now.com will at all times have and retain sole and exclusive ownership of and all right, title, and interest in and to the Service-now.com Technology and the Documentation, and all Intellectual Property Rights therein.

**3.5 Export Control:** Customer acknowledges that the System is subject to the export and re-export control laws and regulations of the United States of America which prohibit export or diversion of certain products and technologies to certain countries. Customer shall in all respects comply with all applicable United States export control laws and regulations, including, without limitation, the Export Administration Act of 1979, as amended, any successor legislation, the Export Administration Regulations (“EAR”) issued by the U.S. Department of Commerce Bureau of Industry and Security (“BIS”), and the U.S. trade embargoes and economic sanctions administered by the U.S. Treasury Department, Office of Foreign Assets Control (“OFAC”), and shall comply with all applicable export control laws and regulations of any foreign agency or authority (collectively, the “Export Laws”). Customer shall not export or re export the System in violation of any such laws or regulations, and shall not cause, approve or otherwise facilitate others such as agents, subsequent purchasers, or any other third parties in doing so. Customer shall not distribute or supply or allow access to the System to any person or entity if there is reason to believe that such person or entity intends to export or re export or otherwise to take the System or to use the System outside of the United States in violation of applicable export control laws and regulations. Without in any way limiting the forgoing export control compliance requirements, the System may not be exported or re exported to, or allowed to be accessed by (i) any person or entity on the BIS Table of Denial Orders, (ii) any country subject to an OFAC administered trade embargo or economic sanction (which as of the Effective Date includes Cuba, Iran, Syria, North Korea, Sudan and Burma (Myanmar)), or (iii) anyone on the OFAC list of Specially Designated Nationals.

#### **4. Subscription Licenses and Fees**

**4.1 License Grant:** Subject to the terms and conditions of this Agreement, Service-now.com grants Customer a worldwide, non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right to access and use the System in accordance with the terms of this Agreement, solely in connection with the operation of the business of Customer and not for the purpose of licensing the System to others.

**4.2 Application License Requirements:** Customer shall limit the number of Process Users accessing the System to the number of Process Users licensed under this, and any subsequent license transactions, for the full License Term listed on the Order Form, Attachment A. Service-now.com will perform Process User audits no more than quarterly and Customer may be subject to additional Subscription License Fees should the number of Process Users accessing the System exceed the number of Process Users licensed.

**4.3 Discovery License Requirements:** Customer shall limit the number of Servers Discovered through the use of the Service-now.com Discovery technology to the number of Servers licensed under this and subsequent license transactions, for the full License Term listed on the Order Form, Attachment A. Customer may be subject to additional Subscription License Fees, should Customer exceed the number of Servers Discovered and managed within the Service-now.com configuration management database, or other inventory repository, in excess of the number of Servers licensed under this Agreement.

**4.4 Invoicing and Payment:** Subscription License Fees for the System shall be invoiced in advance and in accordance with the terms set forth on the Order Form and Section 7.B. of Appendix A to DIR Contract No. DIR-SDD-1654. All fees are quoted and invoiced in US dollars.

**4.5 Suspension of System Access:** Service-now.com reserves the right to suspend access to Customer with an account more than thirty (30) days past due, without liability to the Customer, until all accounts are paid in full. A one percent (1%) per month interest fee will be charged on all past due invoices.

## **5. Technical Services**

**5.1 General:** The parties may, from time to time, enter into mutually agreed upon Statement(s) of Work. Each Statement of Work shall set forth the specific Services and Deliverables that Service-now.com will provide to the Customer. Each SOW shall only become effective upon execution by both parties' authorized representatives and upon such execution shall be attached to this Agreement as an Exhibit and incorporated herein by this reference. Service-now.com agrees to perform the Services and provide the Deliverables pursuant to any SOW in accordance with the terms of such SOW and this Agreement.

**5.2 Service-now.com Performance:** Service-now.com and Customer shall ensure that a sufficient number of personnel of suitable experience, training and skills are assigned in accordance with each SOW. Service-now.com shall be solely responsible for all payments to and claims by its personnel. Subject to compliance with Service-now.com's obligations hereunder, Service-now.com shall retain the sole control and discretion to determine the methods by which Service-now.com performs the Services; provided, however, that Service-now.com shall not subcontract or otherwise delegate its obligations under any SOW to any third party without the Customer's prior written consent. For any work performed on the premises of the Customer, Service-now.com shall comply with all security, confidentiality, safety and health policies of the Customer.

**5.3 Subcontractors:** Subcontractors approved by the Customer hereunder, if any, shall be subject to any and all terms applicable to Service-now.com regarding or relating to the Services and Deliverables under this Agreement and any applicable SOW; provided, however, that Service-now.com shall at all times remain responsible for its obligations under this Agreement and for any subcontractor's performance of any of the Services. .

**5.4 Changes in Services:** Service-now.com shall adjust the Services for any SOW upon Customer's request; provided, however that if any such requested adjustment represents a material increase or decrease in the scope, nature or type of the Services, the parties shall, in good faith, first mutually agree on a revised SOW description in writing.

**5.5 Reporting and Review of Services:** During the course of any SOW, Service-now.com shall, within five (5) business days of the Customer's request, provide a report on Service-now.com's performance of the Services for that SOW. In addition, a Service-now.com SOW engagement manager shall meet with the Customer, at no cost to the Customer, at any reasonable time upon the Customer's request during the course of any SOW to discuss and evaluate Service-now.com's performance of the Services.

**5.6 Deliverables:** For any Deliverable under a SOW, Service-now.com shall create such Deliverable so that it materially conforms to the specifications for such Deliverable as set out in the SOW and is free from material errors or other defects. If the Customer rejects any Deliverable for failing to comply with the specifications or material error, the Customer will provide reasons for its rejection, and Service-now.com will promptly modify such Deliverable to remedy the deficiencies identified by the Customer. If the Customer does not reject a Deliverable during such thirty (30) day period, the Deliverable will be deemed accepted.

## **6. Hosting Services**

Service-now.com agrees that it shall perform the Hosting Services in a manner consistent with the following requirements:

(a) provide a hypertext link from the Customer site or sites on the World Wide Web to a site on the World Wide Web that is hosted by Service-now.com and seamlessly integrated into and framed by Customer World Wide Web site or sites;

(b) host all Customer Data and maintain and implement procedures to physically and logically segregate Customer Data from Service-now.com's data and data belonging to Service-now.com's other customers.

(c) establish and maintain appropriate environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the Hosting Services and any Customer Data, and to prevent unauthorized access, alteration or interference by third parties of the same.

(d) utilize industry best practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure the System and Customer Data against unauthorized access, use, and disclosure. Service-now.com shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, promptly notifying Customer of any material or significant breach of security with respect to any such materials.

(e) when software vulnerabilities are revealed and addressed by a vendor patch, Service-now.com will obtain the patch from the applicable vendor and categorizes the urgency of application as either "critical" or "non-critical" in nature. The determination of the critical versus non-critical nature of patches is solely at the reasonable discretion of Service-now.com. Service-now.com will apply all critical security patches, hot fixes, or service packs as they are tested and determined safe for installation to Service-now.com's customer base.

## **7. Warranties, Infringement and Indemnification**

**7.1 Warranties:** Each party represents and warrants to the other that it has the legal power to enter into this Agreement. Service-now.com further represents and warrants to Customer that (i) it will provide the System in a manner consistent with general industry standards and (ii) the System will not infringe or otherwise violate any intellectual property or proprietary rights of any third party; and, no third party has asserted, is asserting or, to Service-now.com's knowledge, has threatened or has or will have any reasonable basis to assert a claim of any of the foregoing.

**7.2 Infringement:** Infringement Indemnification shall be in accordance with Section 9.A.2 of Appendix A, DIR Contract Number DIR-SDD-1654.

**7.4 Limitations:** Service-now.com shall have no obligation under this section for any Claim which results from or arises in connection with: (i) any use of the System in combination with third party software or third party hardware or other technology not provided by Service-now.com to the extent such infringement would not have occurred but for such combination; (ii) any use of the System which exceeds the scope of the license granted to Customer; or (iii) use of the System not in compliance with applicable laws. Service-now.com shall have no liability under this Section for increased damages for willful infringement by Customer (or any attorneys fees associated with such willful infringement) if the basis for the increased damages award, as determined by the court, is the result of the conduct, acts or omissions of Customer.

**7.5 Disclaimer of Warranty.** EXCEPT AS PROVIDED IN THIS SECTION 7, SERVICE-NOW.COM MAKES NO REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO THE RELIABILITY, TIMLINESS, QUALITY, SUITABILITY, AVAILABILITY OR ACCURACY OF THE SYSTEM, THE APPLICATIONS OR ANY RELATED PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, SERVICE-NOW.COM MAKES NOT WARRANTY AS TO MERCANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **8. Limitation of Liability**

Limitation of Liability shall be in accordance with Section 9.K. of Appendix A, DIR Contract No. DIR-SDD-1654, provided that for purposes of this Agreement all references to Vendor shall mean Service-now.com.

## **9. Insurance**

Service-now.com shall maintain, through the term of this Agreement, at its own expense, the appropriate levels of insurance coverage for all services being provided and comply with all insurance requirements. Such insurance shall be written with reputable and financially responsible insurance carriers and policies may not be changed or canceled until after thirty (30) days' prior written notice to Customer. Certificates (and any other appropriate documentation) evidencing such policies shall be furnished to Customer, upon request.

## **10. Term and Termination**

**10.1 Term of Agreement:** This Agreement commences on the Effective Date and continues until the Anniversary End Date defined on the original or subsequent Order Form(s).

**10.2 Termination for Cause:** Either party may terminate this Agreement for cause with thirty (30) days written notice to the other party: (i) for material breach of this Agreement, granted the breached party provides notice of the breach in its intent to terminate, and the breach remains uncured for that thirty (30) day period; (ii) either party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership, liquidation which is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors and (a) results in Service-now.com's inability to provide access to or support the System, or (b) results in the Customer's failure to meet its financial obligations defined in this Agreement.

**10.3 Effect of Termination:** At termination of this Agreement, Service-now.com shall retain all Customer Data for a minimum of forty-five (45) days. Customer shall have forty-five (45) days to request a copy of their data and if requested, Service-now.com shall provide a copy of that data in a mutually agreed upon, commercially standard format. After such forty-five (45) day period, Service-now.com shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, retain the right to delete all Customer Data in its systems or otherwise in its possession or under its control. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Service-now.com prior to the effective date of termination. If Customer terminates this Agreement for cause per Section 10.2, Customer shall be entitled to a refund of the pro-rated, pre-paid license fees paid to Service-now.com for which services have not been delivered.

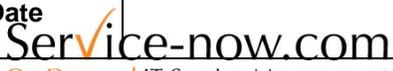
## **11.0 General Provisions**

**11.1 Governing Law:** This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of Texas, state courts of Travis County, without regard to its conflicts of laws provisions. Nothing herein shall be construed as waiving the sovereign immunity of the State of Texas.

**11.2 Entire Agreement:** DIR Contract No. DIR-SDD-1654 and this Agreement, together with the Exhibits and Attachments hereto, constitutes the entire agreement between the parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements, representations and negotiations. Any modification of this Agreement must be in writing and signed by an authorized representative of Service-now.com and Customer.

**11.3 Agreement Survivability:** In the event that any given section of this Agreement is found by a competent court to be un-enforceable, all unaffected sections of this Agreement shall remain in effect.

Customer		Service-now.com, Inc.	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	


  
 On Demand IT Service Management

**Subscription License Agreement  
Order Form  
Attachment A**

<b>Customer</b>		<b>Purchaser Contact</b>	
<b>Name</b>		<b>Name</b>	
<b>Address</b>		<b>Title</b>	
<b>Suite</b>		<b>Phone</b>	
<b>City</b>		<b>Email</b>	
<b>State / Province</b>		<b>Accounts Payable Contact</b>	
<b>Zip / Postal Code</b>		<b>Name</b>	
<b>Country</b>		<b>Phone</b>	
<b>Website</b>		<b>Email</b>	
		<b>Purchase Order #</b>	

<b>Reference Contract Number</b>	
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<b>License Term</b>		
<b>Anniversary Start Date</b>	<b>Term</b>	<b>Anniversary End Date</b>
	3 Years	

<b>Description of Services</b>					
<b>Subscription Services</b>	<b>Number of Process Users</b>	<b>Annual Price / Process User</b>	<b>Term (Years)</b>	<b>Annual Subscription Fee</b>	<b>Total Subscription Fee</b>
<b><i>Service-now.com Enterprise Edition</i></b> <ul style="list-style-type: none"> <li>• Incident Management</li> <li>• Problem Management</li> <li>• Change Management</li> <li>• Configuration Management</li> <li>• Release Management</li> <li>• Service Level Agreement</li> <li>• Service Catalog</li> <li>• Asset Portfolio Management</li> <li>• Asset Contract Management</li> <li>• Employee Self Service</li> <li>• Reporting /OLAP</li> </ul>					
<b>Implementation Consulting Services</b>	<b>Estimated Hours</b>		<b>Fee / Hour</b>		<b>Total Fee</b>
<ul style="list-style-type: none"> <li>• Implementation and Deployment per attached Statement of Work</li> </ul>	Varies by engagement				
<ul style="list-style-type: none"> <li>• Administrator Training</li> </ul>	Two (2) day session at Service-now.com facility				
<b>Grand Total</b>					