

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Michelle Kleen
 PMP
 Williamson County
 301 SE Inner Loop suite 105
 Georgetown, TX 78626 USA

FROM: Benjamin Custer
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: mkleen@wilco.org

EMAIL: Benjamin.Custer@carahsoft.com

PHONE: (512) 943-1459

PHONE: (703) 581-6660

TERMS: GSA Schedule No: 47QSWA18D008F
 Term: August 22, 2018 - August 21, 2028
 FTIN:
 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
 UEI: DT8KJHZXVJH5
 Business Size: Other than Small
 Sales Tax May Apply

QUOTE NO:
QUOTE DATE: 07/18/2024
QUOTE EXPIRES: 11/15/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$192,769.92
TOTAL QUOTE: \$192,769.92

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
DUE AT SIGNING						
1	PROD17800-611	Business Stakeholder User v4 - RM Lvl 3 (For 25,001 users and above) ServiceNow - PROD17800 Start Date: 11/30/2024 End Date: 11/29/2025	\$35.00	\$31.48 GSA	75	\$28,332.00
2	PROD17243-611	IT Service Management Standard - Fulfiller User v3 ServiceNow - PROD17243 Start Date: 11/30/2024 End Date: 11/29/2025	\$100.00	\$74.07 GSA	135	\$119,993.40
3	PROD12492-2	ServiceNow® Agile Team - Module (Monthly) ServiceNow - PROD12492 Start Date: 11/30/2024 End Date: 11/29/2025	\$0.00	\$0.00 OM	1	\$0.00
4	PROD18537-611	ServiceNow Vault - Application RM Lvl 3 (Purchase price will be 25% of the customer's aggregate annual account value) ServiceNow - PROD18537 Start Date: 11/30/2024 End Date: 11/29/2025	\$0.01	\$2,777.78 GSA	1	\$33,333.36
5	PROD22417-2	Integration Hub Starter v4 - Transactions (Monthly) ServiceNow - PROD22417 Start Date: 11/30/2024 End Date: 11/29/2025		\$0.00 OM	1	\$0.00
6	PROD20930-611	ServiceNow® Additional Non-Production Instance - Shared Environment (4TB) (Priced Monthly 1 Year Term) ServiceNow - PROD20930 Start Date: 11/30/2024 End Date: 11/29/2025	\$1,250.00	\$925.93 GSA	1	\$11,111.16
DUE AT SIGNING SUBTOTAL:						\$192,769.92
SUBTOTAL:						\$192,769.92

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TOTAL PRICE:	\$192,769.92
TOTAL QUOTE:	\$192,769.92

Expressly incorporated herein is the Williamson County Addendum originally approved and signed by Williamson County on November 24, 2020 as if copied in full.

Payments are due as per the invoice schedule and as set forth above. Customer acknowledges and agrees to late payments will accrue interest at a rate of 1.5% per month or the applicable statutory rate for late payments, whichever is lower.

Customer will cure a delinquency in payment of any amounts owed within 30 days from the date of ServiceNow's delinquency notice. If Customer fails to timely cure a delinquency, ServiceNow may suspend use of the Subscription Products or terminate the Agreement for breach, in addition to any other available rights and remedies.

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servicenow

carahsoft.

1. All Licenses, Software, and Subscriptions are Invoiced upon Purchase Order for the full period of performance.
2. Subscriptions and all other services are non-refundable and non-returnable.
3. Carahsoft and ServiceNow reserve the right to suspend access to the instance if payment is not made within payment terms.
4. Include within the Purchase Order:
 - 4.1. The End-User contact information (i.e., the responsible party that manages the ServiceNow instance). Full contact information: CMD/Agency, Sub-CMD, Org (include office code), name, physical address, phone number, and email address.
 - 4.2. Carahsoft Quote number
5. Please send Purchase Orders to CSTechOM@carahsoft.com & Carahsoft "Quote From," Point of Contact
6. Customer Accepts ServiceNow Terms:
 - 6.1. End User License Agreement(EULA)/Subscription Service Agreement(SSA): <https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/euia2> *Click ServiceNow on the list
 - 6.2. ServiceNow App Store Terms of Use: https://static.carahsoft.com/concrete/files/8116/1840/8110/ServiceNow_App_Store_Terms_OF_Rider_Mar_2021.pdf
7. Each Renewal Order is subject to the following conditions:
 - 7.1. Renewals are due prior to the expiration of the existing Subscription Term.
 - 7.2. Subscription renewals are subject to an uplift not to exceed 10% year-over-year.
 - 7.3. (i) the Subscription Products in the expiring order continue to be made commercially available by ServiceNow and if not, then the Renewal Order shall be for ServiceNow's then available Subscription Product that is substantially equivalent to the Renewal Product in the expiring order;(ii) the sales model for the expiring order continues to be made available by ServiceNow in a commercially equivalent model;(iii) the units of each Renewal Product in the Renewal Order are equal to or greater than the sum of all the Units for that Renewal Product in all the order forms placed by Customer during the subscription term of the then expiring order form;(iv) each Renewal Order is for a twelve (12) month subscription term;(v) Customer places the Renewal Order before the expiration of the Subscription Term of the expiring order form; and(vi) the Renewal Order is on mutually agreeable terms and conditions.
 - 7.4. Reinstatement Fees: All Renewal Orders placed after the expiration of the Subscription Term shall include subscription fees for the lapsed period plus a reinstatement fee.
 - 7.4.1. Reinstatement fee equal to 10% of the total renewing annual subscription multiplied by the number of past months.
 - 7.4.2. If the subscription support end date has passed and no cancellation notification has been issued to ServiceNow, ServiceNow reserves the right to include this fee to reinstate the account.
8. Applicable for quotes that include ServiceNow Learning/Training credits:
 - 8.1. ServiceNow learning/training credits are invoiced monthly in arrears based on usage.
 - 8.2. Unused credits expire one year after purchase.
 - 8.2.1. If any unused credits remain at the time of expiration, no charges will be made against them.
 - 8.3. In the event On-site training is requested via ServiceNow learning/training credits, there may be up to \$4,000.00 travel and expense fee per class.
 - 8.3.1. For US Federal Customers: In the event Travel and Expenses are necessary it will follow Federal/Joint Travel Regulations.
 - 8.4 Knowledge Event Passes purchased are non-refundable and unused passes will be forfeited.
9. Applicable for quotes that include ServiceNow Software Asset Management: https://static.carahsoft.com/concrete/files/5715/8412/6705/SAM_ADDENDUM_1.pdf
10. Applicable for customers residing or migrating to ServiceNow's ILS/National Security Cloud hosting offering: https://static.carahsoft.com/concrete/files/5116/2039/3841/6_-_National_Security_Cloud_Addendum.pdf
11. Applicable for quotes that include ServiceNow Impact: <https://www.servicenow.com/legal/servicenow-impact.html>
12. Applicable for quotes with GenAI skus, Product specific Terms: <https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/servicenow-product-specific-terms.pdf>
13. Applicable for quotes with GenAI products, Advanced AI and Data Products Amendment for Commercial Hosting: https://static.carahsoft.com/concrete/files/8317/1649/3455/GenAI_EULA_Amendment_-_Commercial_Hosting_051524.pdf
14. Applicable for quotes with GenAI products, ADVANCED AI AND DATA PRODUCTS AMENDMENT: <https://static.carahsoft.com/concrete/files/7017/1525/1220/981032.pdf>