Order Form

servicenow.

ServiceNow, Inc.
2225 Lawson Lane
Santa Clara, CA 95054

Customer Invoice Address		**Customer Ship To Address**	
Company Name	Mountain View School District Adm.	Company Name	Mountain View School District Adm.
Address	750 San Pierre Way	Address	750 San Pierre Way
Suite		Suite	
City	Mountain View	City	Mountain View
State/Province	CA - California	State/Province	CA - California
Zip/Postal Code	94043-3133	Zip/Postal Code	94043-3133
Country	United States	Country	United States
AP Contact Name		Business Contact	
Title		Title	
Phone		Phone	
E-mail		E-mail	
Account #	ACCT0071368		

		PO #	
		Tax exempt?	No
		Payment Terms	Net due in 30 days
Currency	USD	SN Tracking #	CON0084745

Product Code	Subscription Product Name	Type	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Monthly)	Net Price (Annual)	Net Price (Total)
PROD03428	ServiceNow® Express Upgrade to ITSM	Fulfiller User	17	36 Months	31 Dec 2019	30 Dec 2022	$ 50.00	$ 10,200.00	$ 30,600.00
						Subscription Product SubTotal		$ 10,200.00	$ 30,600.00

Education, Knowledge and Professional Services Subtotal	$ 0.00
Pre-tax Total	$ 30,600.00
Estimated Taxes	TBD
Estimated Grand Total	$ 30,600.00

Invoice Schedule	Invoice Date	Amount	Est Taxes	Grand Total
Annual Subscription Fee	Upon Signature	$ 10,200.00	TBD	$ 10,200.00
Annual Subscription Fee	November 30, 2020	$ 10,200.00	TBD	$ 10,200.00
Annual Subscription Fee	November 30, 2021	$ 10,200.00	TBD	$ 10,200.00
		$ 30,600.00	TBD	$ 30,600.00

Hosting Details

ServiceNow # of Instances:	1 Production 4TB Storage Limit, 1 Non Production 4TB Storage Limit
Instance Names:	Existing: mvwsd, mvwsddev
Customer ServiceNow Admin:	
Email:	
Data Center Region:	United States

Terms and Conditions

Customer's use rights to the Subscription Products set forth herein for the term beginning on the term start date and ending on the term end date (the "Subscription Term"), are governed by this Order Form, the General Terms and Conditions, the Subscription Service Guide, and the applicable Service Description for the purchased packaged services, ALL OF WHICH ARE HEREBY INCORPORATED HEREIN BY REFERENCE IN THEIR ENTIRETY (if not attached herein, then as set forth on https://www.servicenow.com/upgrade-schedules.html) (collectively, "Agreement"). Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the Agreement. If any provision of this Order Form conflicts with the other documents comprising the Agreement, then this Order Form shall control.

ORDERS. Orders are not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any communication about ServiceNow's future plans. Orders are not subject to acceptance. A breach by a party of its obligations with respect to one service shall not by itself constitute a breach by that party of its obligations with respect to another service even if the services are enumerated in the same Order Form. Customer shall limit the types and number of ServiceNow applications, users and their permitted functions, and other use restrictions to those specified in this Order Form.

PAYMENT. Amounts are exclusive of taxes, duties and similar assessments on Customer's use, which Customer agrees to pay, excluding taxes on ServiceNow's income.

CUSTOMER RESPONSIBILITIES. Customer is responsible for complying with the Agreement. If Customer exceeds its permitted use of the Subscription Service, then, without limiting ServiceNow's other rights and remedies hereunder, Customer will promptly notify ServiceNow and within thirty (30) days thereafter: (i) disable unpermitted use; or (ii) purchase additional subscriptions. ServiceNow may review Customer's use of the Subscription Service, and Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. ServiceNow may suspend Customer's use of the Subscription Service after giving thirty (30) days written notice of non-compliance identified in such review.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THE 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 THE AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.

LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THE 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) OF THE AGREEMENT; AND (3) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

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) OF THE AGREEMENT; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

Notes

Prior to general availability of the first Release Family in 2020 ServiceNow will provide Updates for the then-current Release Family and the 2 immediately preceding Release Families. After general availability of the first Release Family in 2020, ServiceNow will provide Updates according to the Upgrade Policy as set forth on www.servicenow.com/upgrade-schedules.html.

Payment Terms

If Customer issues a purchase order, any additional or conflicting terms appearing in a purchase order shall not amend the Order Form or the Agreement. Upon request, ServiceNow shall reference the purchase order number on its invoices (solely for administrative convenience) so long as Customer provides the purchase order at least fifteen (15) business days prior to the date of the invoice.

Please submit a PO for the amount set forth above to accountsreceivable@servicenow.com or fax to 877-824-0673 or ServiceNow, Inc., Attention: Accounts Receivable, 4810 Eastgate Mall, San Diego, CA 92121

PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NON-REFUNDABLE. The order is for the entire Subscription Term and is undividable. Payments are due as per the invoice schedule. All remaining fees are due immediately if ServiceNow terminates for non-payment.

Prices are stated exclusive of taxes, duties and similar assessments on Customer's use, which Customer agrees to pay, excluding taxes on ServiceNow's net income. Taxes shall not be deducted from the payments to ServiceNow, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, ServiceNow receives and retains (free from any tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

When applicable, Customer must provide its VAT or GST identification number(s) on this Order Form for (i) the country where Customer has established its business and/or (ii) any other country where Customer has a fixed establishment. Customer shall use the ordered Subscription Service or related professional services for Customer's business use in the foregoing location(s).

Product Overview

The ServiceNow Product Overview containing descriptions of the ServiceNow applications and platform services included in the Subscription Products as described in the attached ServiceNow Order Form Product and Use Definitions is posted on https://www.servicenow.com/upgrade-schedules.html

ServiceNow® Order Form - Product and Use Definitions

"User" means any employee or contractor of Customer or Customer Affiliate that is assigned a unique username and password and has a user profile in the Subscription Service designated as "active". Only Users may be given access to the subscription service by Customer. A use right may not be shared or transferred. Customer shall not use the subscription service in a manner that circumvents usage restrictions.

"Approver User" is any User performing any of the functions set forth in the table below for an Approver User. An Approver User may only perform the functions set forth in the table below for an Approver User.

"Requester User" is any User that performs only the functions set forth in the table below for a Requester User.

"End User" has the same use rights as **"Requester User."**

"Fulfiller User" is any User other than an Approver User or Requester User. Without limitation, a Fulfiller User is any User that performs any function other than an Approver User function or Requester User function, including those set forth in the table below for a Fulfiller User.

"Process User" has the same use rights as **"Fulfiller User."**

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	**APPROVER**	**FULFILLER**
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included
Drill through any report	-	-	included
Create any report	-	-	included
Delete any report	-	-	included
Modify any report	-	-	included
Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

CUSTOM TABLE CREATION AND INSTALLATION

The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product.

A "Custom Table" is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on https://www.servicenow.com/upgrade-schedules.html and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com.

SUBSCRIPTION PRODUCTS	
Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
PROD03428 ServiceNow® Express Upgrade to ITSM	Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; and Cost Management Customer is granted the ability to create new tables that extend out-of-the-box tables of a ServiceNow application. The ability to create a unique scoped application requires the purchase of Now Platform Custom Applications. Notwithstanding the User Type Definitions above, Customer is granted the rights for Requester User to approve requests by email that are routed to User. Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section.

ACKNOWLEDGED AND AGREED:

Customer: Mountain View School District Adm.   ServiceNow, Inc.

Signature: *[signature]* 5/2·   Signature:

Name: Ayindé Rudolph   Name:

Title: Superintendent   Title:

Date: 5/30/19   Date: