

SERVICENOW MASTER ORDERING AGREEMENT

This Master Ordering Agreement (including the Subscription Service Guide, attached hereto) (“**Agreement**”) between Computer Design and Integration of Georgia, LLC (“**CDIMS**”) and the customer set forth below (“**Customer**”) is made as of the effective date set forth below (“**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 attached hereto and incorporated herein by reference.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT AS OF THE EFFECTIVE DATE.

Customer’s official name:	Computer Design and Integration of Georgia, LLC
Individual signing: (print name)	Individual signing: (print name)
Signature:	Signature:
Title:	Title:
Signing date:	Effective Date:
Customer address for notice:	CDIMS address for notice: Computer Design and Integration of Georgia, LLC 595 Colonial Park Drive Roswell, GA 30075 Attn: Jon Mims

1. DEFINITIONS

1.1 “**Client**” means a third party individual, corporation or other entity provided access to Customer’s instance of the Subscription Service by Customer.

1.2 “**Confidential Information**” means: (a) ServiceNow, Inc. (“ServiceNow”) Core Technology (which is Confidential Information of ServiceNow); (b) CDIMS Technology (which is Confidential Information of CDIMS); (c) Customer Data and Customer Technology (which are Confidential Information of Customer); (d) 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 Order Form, 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.

1.3 “Customer Data” means electronic data uploaded by or for Customer, a Client and Customer and Client's agents, employees and contractors, and processed in the Subscription Service, excluding the ServiceNow Core Technology and CDIMS Technology.

1.4 “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.

1.5 “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 or CDIMS.

1.6 “Documentation” means the ServiceNow or CDIMS 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.

1.7 “Order Form” means a written ordering document signed by Customer and CDIMS.

1.8 “Product Overview” means the description of the ordered products and their functionalities attached to an Order Form or referenced therein.

1.9 “Professional Services” means any services provided by CDIMS pursuant to an agreed SOW or Service Description.

1.10 “Service Description” means the written description for a packaged Professional Service, attached to an Order Form or referenced therein.

1.11 “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 which is licensed to CDIMS and is the subject of CDIMS' sublicense to the Customer hereunder; (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.

1.12 “Software” means software provided by CDIMS to Customer that operates on Customer-provided machines solely to facilitate the use of the Subscription Service.

1.13 “SOW” means a statement of work for Professional Services.

1.14 “Subscription Service” means the ServiceNow software as a service (SaaS) offering ordered by Customer under an Order Form.

1.15 “Subscription Term” means the term of authorized use of the Subscription Service as set forth in the Order Form.

2. GRANT OF USE RIGHTS

2.1 SUBSCRIPTION SERVICE. Subject to the terms of this Agreement, CDIMS, as a licensee of ServiceNow Core Technology, authorizes Customer to access and use the purchased Subscription Service during the Subscription Term as set forth in an applicable Order Form 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 Order Form.

2.2 SOFTWARE. CDIMS 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 CDIMS 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, CDIMS 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 CDIMS applications with other software and systems; and (b) creating applications on the CDIMS platform (to the extent Customer has purchased authorized use of the Subscription Service to create applications on the CDIMS 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 Order Form. From time to time, CDIMS 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 CDIMS 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 Order Form.

2.4 RESTRICTIONS. Customer shall not (and shall not permit others to) do the following with respect to the CDIMS or 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 an Order Form or in Section 2.2 above; (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 CDIMS 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 CDIMS with thirty (30) days' prior written notice to thereof (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 CDIMS to assess Customer's claim and, at CDIMS's sole discretion, provide alternatives that reduce adverse impacts on CDIMS's intellectual property and other rights.

2.5 CLIENT SUPPORT. CDIMS's obligations described in the Subscription Service Guide apply exclusively to Customer. Customer shall provide all technical support related to the Subscription Service directly to Clients. All technical support service communications shall be solely between Customer and CDIMS. CDIMS shall have no obligation, and Customer shall not contract with a Client to include any such obligation, to communicate with any Client regarding a technical support request or any other matter. In the event that a Client requires additional implementation or other technical support services from CDIMS, such services are available pursuant to a separate statement of work between the Client and CDIMS, at the then-current professional services rates. Customer shall maintain at least one Client support contact to provide support to that Client. Prior to submitting any technical support service request to CDIMS, Customer must: (i) use its own internal escalation process to escalate the issue to such technical support contacts before engaging CDIMS technical support service resources; and (ii) use commercially reasonable efforts to isolate any suspected problem with the underlying Subscription Service from Customer's configurations.

3. ORDERING

3.1 ORDERS AND PAYMENT. Upon execution by Customer and CDIMS, each Order Form is non-cancellable and non-refundable except as provided in this Agreement. Prices stated in each Order Form are final. Except as expressly set forth in the applicable Order Form, Subscription Service fees are invoiced annually in advance. Each Subscription Term as set forth in the Order Form is a continuous and non-divisible commitment for the full duration of the Subscription Term regardless of the invoice schedule. Except as expressly set forth in the applicable Order Form or SOW or Service Description, Professional Services fees are invoiced on a time and materials basis monthly in arrears. Customer shall pay each invoice in full within thirty (30) days after the date of invoice. Customer may

issue a purchase order consistent with the terms of the Order Form, but a purchase order is not required. If Customer issues a purchase order, then it shall be for the full amount of the Order Form, and any additional or conflicting terms appearing in a purchase order shall not amend the Order Form or this Agreement. Upon request, CDIMS 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. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower. If Customer is delinquent in payment of amounts owed hereunder, CDIMS may give notice to Customer of such delinquency and, in such case, Customer shall cure the delinquency within thirty (30) days from the date of CDIMS's written notice. If Customer fails to cure the delinquency or regain compliance in accordance with Section 3.2 below, CDIMS 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 other rights and remedies available.

3.2 USE VERIFICATION. CDIMS may remotely review Customer's use of the Subscription Service, and upon CDIMS's written request Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. If CDIMS determines that Customer has exceeded its permitted use of the Subscription Service then CDIMS 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.

3.3 AFFILIATE ORDERING. "**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. If a Customer Affiliate desires to purchase the Subscription Service outside of North America, the Customer Affiliate must place its order with CDIMS's applicable regional Affiliate ("**CDIMS Affiliate**"), which will establish a new and separate agreement between the Customer Affiliate and the CDIMS Affiliate, the terms and conditions of which shall be the same as the terms and conditions contained in this Agreement, except for the following without limitation: (i) a different tax rate or assessment may govern the Customer Affiliate order; (ii) any pricing commitments shall not apply; (iii) governing law and notice may be different; and (iv) Customer Affiliate will purchase CDIMS's then current service offering.

3.4 TAXES. All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, value-added taxes ("**VAT**"), goods and services taxes ("**GST**"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, "**Taxes**"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Subscription Service and Professional Services. Taxes shall not be deducted from the payments to CDIMS, 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, CDIMS 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. Each party is responsible for and shall bear taxes imposed on its net income. If Customer is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Customer shall provide a tax exemption number on the Order Form and a certificate upon execution of the Order Form and, after receipt of valid evidence of exemption, CDIMS

shall not charge Customer any Taxes from which it is exempt. If CDIMS is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the Subscription Service or Professional Services, CDIMS will issue an invoice to Customer including the amount of those Taxes, itemized where required by law. Customer shall provide to CDIMS its VAT or GST identification number(s) on the 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 and Professional Services for Customer's business use in the foregoing location(s) in accordance with the provided VAT or GST identification number(s). The parties' obligations under this Section shall survive the termination or expiration of this Agreement.

4. INTELLECTUAL PROPERTY

4.1 CDIMSMS OWNERSHIP. As between CDIMS, 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, CDIMS reserves all rights in the ServiceNow Core Technology licensed to it and does not grant Customer any rights therein, express or implied or by estoppel.

4.2 CUSTOMER OWNERSHIP. As between Customer and CDIMS, Customer and each Client, respectively, 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 CDIMS 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 PROFESSIONAL SERVICES. Subject to the provisions of this Section 4.4, CDIMS 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 CDIMS 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 CDIMS 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, CDIMS grants to Customer a non-exclusive, royalty-free, non-transferable, non-sublicensable worldwide sublicense 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 CDIMS'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.

4.4 TRADEMARKS. Each party acknowledges that the other party owns all its Trademarks and any goodwill derived from the use of the other party's Trademarks under the Agreement inures solely to the owner's benefit. No party will at any time contest or aid in contesting the validity or ownership of the other party's Trademarks, or takes any action in derogation of the other party's rights

therein. Neither party shall adopt, use or register in any jurisdiction, whether as a corporate name, trademark, service mark or indication of origin, the other party's Trademarks or trade dress. Customer hereby assigns to CDIMS all right, title and interest in the CDIMS Trademarks that may accrue to Customer by operation of law, together with the goodwill attaching thereto that may inure to Customer in connection with this Agreement or from its use of the CDIMS Trademarks. CDIMS hereby assigns to Customer all right, title and interest in the Customer Trademarks that may accrue to CDIMS by operation of law, together with the goodwill attaching thereto that may inure to CDIMS in connection with this Agreement or from its use of the Customer Trademarks.

5. WARRANTIES

5.1 LIMITED SUBSCRIPTION SERVICE WARRANTY. CDIMS 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 CDIMS under this Section 5.1, then Customer may terminate the affected Subscription Service and CDIMS shall refund to Customer 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 CDIMS or a person acting at CDIMS's direction. THIS SECTION 5.1 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND CDIMS'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

5.2 LIMITED PROFESSIONAL SERVICES WARRANTY. CDIMS 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 CDIMS in writing of any breach within thirty (30) days after performance of the non-conforming Professional Services. Upon receipt of such notice, CDIMS, 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 and refund to Customer any amounts paid for the nonconforming Professional Services. THIS SECTION 5.2 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND CDIMS'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, CDIMS 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, CDIMS 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 9.4 (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 CDIMS OBLIGATION. Subject to the exclusions set forth below, CDIMS 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 CDIMS'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), CDIMS 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 CDIMS's judgment, then (d) terminate Customer's use of the affected Subscription Service upon sixty (60) days' written notice and pay to Customer 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, CDIMS 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 CDIMS or a person acting at CDIMS'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 CDIMS, 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 CDIMS, its officers, directors and employees against any Claim alleging that: (A) Customer Data (including data of Clients), (B) Customer Technology, (C) Client or Client use of the Subscription Service in violation of this Agreement, or (D) a modification to the Subscription Service made to Customer's specifications or otherwise made by or on behalf of Customer or a Client by any person other than CDIMS or a person acting at CDIMS'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 CDIMS 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. 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 CDIMS 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 Order Forms 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 Order Form 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 Order Form.

9.2 EFFECT OF TERMINATION OF SUBSCRIPTION SERVICE. Upon termination of the Subscription Service for any reason, Customer shall stop using, and CDIMS shall stop providing, the Subscription Service and all rights granted to Customer in this Agreement shall terminate. CDIMS shall within thirty (30) days following the effective date of a termination by Customer for CDIMS's breach refund to Customer all prepaid fees received by CDIMS covering the remaining portion of the

Subscription Term for the affected Subscription Service after the date of the termination. Within thirty (30) days following the effective date of a termination by CDIMS for Customer's breach, Customer shall pay all remaining amounts (if any) payable under this Agreement for the Subscription Term applicable to the terminated Subscription Service regardless of the due dates specified in the Order Form.

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, Customer may purchase the following services: (i) one (1) extension of the Subscription Service for up to six (6) months ("**Transition Subscription Service**"); and (ii) Professional Services. Customer shall pay in advance for the Transition Subscription Service at the monthly subscription fee rate charged to Customer in the expiring Order Form plus an additional ten percent (10%). Customer shall pre-pay for any Professional Services ordered during the transition period plus verifiable travel and expenses. The parties shall sign a mutually agreed upon Order Form setting forth the fees and purchased Subscription Service and Professional Services prior to the commencement of any Transition Subscription Service or Professional Services.

9.4 RETURN OF CUSTOMER DATA. CDIMS 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. After 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 Customer has not requested the return of its Customer Data, CDIMS 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 2.5 (Restrictions), 3.4 (Taxes), 4 (Intellectual Property) 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 (subject to the Affiliate ordering rules in Section 3.3). 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. CDIMS 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 CDIMS 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 CDIMS 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 CDIMS. CDIMS 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 CDIMS 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, CDIMS 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, CDIMS 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**"). CDIMS, its licensors and suppliers expressly disclaim all warranties of fitness for any such use and Customer shall release and hold CDIMS, 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 CDIMS 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 Order Forms, Product Overviews, SOWs, Service Descriptions, and the Subscription Service Guide (including the Customer Support Policy), 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. Any purchase order submitted by Customer is for Customer's internal purposes only and its terms and conditions are superseded and replaced by this Agreement, and the purchase order terms and conditions have no force or effect. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of CDIMS 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 CDIMS'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 New Jersey, 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 Bergen County, New Jersey, 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 CDIMS qui y sont attachés soient rédigés en anglais. Section headings are for convenience only and are not to be used in interpreting this Agreement.

SUBSCRIPTION SERVICE GUIDE

1. SUPPORT

During the Subscription Term, CDIMS shall provide support for the Subscription Service as set forth in the *Customer Support Policy* attached hereto, and incorporated herein by reference.

2. UPGRADES

CDIMS 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 Customers instances of the Subscription Service.

3. DATA SECURITY

CDIMS 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

CDIMS agrees to maintain in effect during the Subscription Term, at CDIMS'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 CDIMS'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 CDIMS 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 CDIMS's control, including without limitation modifications of the Subscription Service by any person other than CDIMS or a person acting at CDIMS'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 Customers production instances of the Subscription Service are Available during a calendar month, excluding Excused Downtime.

5.2 AVAILABILITY

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 CDIMS 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 CDIMS charges to Customer for Customer's use of the affected Subscription Service), which Customer may request CDIMS apply to the next invoice for subscription fees.

5.3 REQUESTS

Customer must request all service credits or extensions in writing to CDIMS 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 Customers 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. CDIMS 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 CDIMS will provide for its 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 CDIMS 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 CDIMS or a person acting at CDIMS's direction.

Business Hours

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

Access Contacts

- Support Portal. Customer may get login access to this self-service portal by contacting its CDIMS administrator via email at (help@cdillc.com).
- Phone using the number (770) 542-0040

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 involves or requires moving, adding or changes in data.

Response Times and Level of Effort

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

CDIMS will use reasonable efforts to meet the target response times and target level of effort stated in the table below.

Priority	Target Response Times
P1	24 hours
P2	48 hours

Customer Responsibilities

Customers obligations are as follows:

- (a) Customer agrees to receive from CDIMS 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 CDIMS 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.