

On Demand Software
Subscription License Agreement

The Ohio State Medical Center

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 The Ohio State University Medical Center, ("**Customer**"), an Ohio institution having its principal place of business at 660 Ackerman Road, Building 8, Columbus, Ohio 43202 and is effective as of July 17, 2008 ("**Effective Date**").

For good and valuable consideration, 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.

"**Anniversary Start Date**" shall mean the date in which fees begin accruing for use of the System by the Customer.

"**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.

"**Best Efforts**" shall be mean that the parties mutually agree that sufficient attention, including documented actions, within the stated timeframes was given to the task.

"**Business Day**" shall mean 7:00 AM to 6:00 PM Pacific Time, Monday through Friday inclusive with the exception of standard US holidays.

"**Confidential Information**" 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.

"**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.

"**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 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

“Enhancement Request” shall mean any request submitted to the Service-now.com development staff for additional or improved functionality of the System.

“Hosted” shall mean access through the internet to the System which resides at a data center provided by Service-now.com.

“License” shall mean authorized access to the System for Process Users and Servers discovered. All Process Users shall have an assigned Role, and all Users with a Role shall require a License. The 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.

“Minor Degradation of Service” shall mean any automated workflow or individual field of the Service, or related data, rendered unusable or unresponsive due to technical difficulties with the applications or infrastructure managed by Service-now.com.

“Moderate Degradation of Service” shall mean any one application or core function of the Service, or related data, rendered unusable or unresponsive due to technical difficulties with the applications or infrastructure managed by Service-now.com.

“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 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 Windows.

“Statement of Work” or **“SOW”** means the document specifying, without limitation, the scope, objective and time frame of the services work 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.

“System Outage” shall mean any complete inaccessibility or usability of the System or related data by the Customer due to technical difficulties with the applications or infrastructure managed by Service-now.com.

“User” shall mean any Customer employee, consultant, contractor, customers, service provider or agent who is authorized by the Customer to use the System with a unique logon ID and password.

2. System

2.1 System Availability: Customer's Production Instance of the System shall be generally available 99.97% of the time per month except for: (i) planned maintenance downtime (see 2.2); (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, computer and telecommunications failures and delays not within Service-now.com's control, and network intrusions or denial of service attacks. The foregoing exceptions shall not apply 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. Customer's non-Production instances shall be generally available 99% of the time each Business Day with the same exceptions as those stated for Customer's Production Instance above.

2.2 Planned and Emergency Maintenance Downtime: Customer shall have at least seventy-two (72) hours advanced notice for any planned maintenance to the System and the downtime will be planned for Customer non-core business hours as much as practicable. Planned Maintenance Downtime shall not exceed one hour per quarter. Emergency Maintenance may be performed from time to time to fix problems that are causing System performance issues is not included as Planned Maintenance Downtime.

2.3 Service Credits: In the event of a failure of Service-now.com to maintain the general availability of the System as defined in section 2.1 above and if Planned Maintenance downtime exceeds one hour per quarter, 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 payment or extension of the Agreement. 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 payment or an extension of the Agreement. Service-now.com will issue a credit memo upon receipt of the 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) utilize the System to violate the law or rights of any person or entity, including sending spam, unlawful or tortious material; (iii) knowingly send or store software viruses, worms Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity of the System or the data contained therein; or, (v) attempt to gain unauthorized access to the System or its related systems or networks.

2.5 Transaction Response Time: The System will provide average transactions times of less than one (1) second for end users performing day-to-day normal operational tasks such as opening, closing and updating incidents, changes and problems, excluding home page logins and exceptionally large system queries. "Application 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 response by the System from the host server back to the Customer. Service-now.com will provide at no additional cost to Customer, a response time monitor to measure the actual server, network and web browser response time in milliseconds.

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 <http://wiki.service-now.com/>
- b) Submission of incidents online at the Service-now.com Customer Support portal found at: <http://www.service-now.com/hi>
- c) Telephone support each Business Day at 858-720-0477
- d) Telephone support twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year (24 x 7 x 365) for System Outage Incidents at 858-720-0477

2.7 Service Level Agreement / Response Times: Service-now.com shall respond to Customer's inquiries of the System within the timeframes listed below. Customer must submit incidents through the Customer Support

Service-now.com, Inc. Subscription License Agreement # 15708TB
120 S. Sierra Avenue
Solana Beach, CA 92075
Phone: (858) 720-0477 Fax: (858) 720-0479

portal or at the phone number above and indicate their Priority. Service-now.com shall use all commercially reasonable efforts to resolve incidents according to the Target Resolution Time set forth below, however, Customer acknowledges that such metrics are only targets and can not be guaranteed.

Type	Priority	Response Time	Target Resolution Time
Incident	1 – System Outage	Thirty Minutes	1 Hour
Incident	2 – Moderate Degradation of Service	Two Hours	24 Hours
Incident	3 – Minor Degradation of Service	Within One Business Day	48 Hours
Enhancement Request	N / A	Within Three Business Days	N / A
Customization Request	N / A	Within Three Business Days	N / A

2.8 Service Level Agreement Escalation: Should Customer incur in excess of three (3) Moderate or Minor Degradations in Service per any calendar month the effects of which on the Service to the Customer are the same or similar, Service-now.com will treat these degradations as a Priority 1-System Outage Incident. If through repeated requests, Customer feels Service-now.com’s Support Organization is not meeting the SLA’s indicated in 2.7 above, Customer may call the Vice President of Operations at (858) 720-0477 to discuss the failures and develop a plan for resolution.

2.9 Enhancement Requests and Customization Requests: Customers may submit product Enhancement Requests and Customization Requests online at the Service-now.com Customer Support Portal (<http://www.service-now.com/hi>). Generally speaking, Enhancement Requests are applicable to a broad set of customers and will be accepted or rejected and prioritized by the Service-now.com development staff for possible incorporation into a future upgrade and are not charged to the Customer. 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 prior to work commencement. Hourly fees shall not exceed \$175 / hour.

3. Proprietary Rights

3.1 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 providing the System to others.

3.2 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 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.

3.3 Protection of Confidential Information: Subject to Ohio Law, each party agrees that it shall not, during the term of this Agreement and after its termination, use (except as expressly authorized by this Agreement) or disclose Confidential Information of the other party without the prior written consent of the other party as applicable, unless the disclosing party can prove such Confidential Information (i) was known to the receiving party prior to the Effective Date, 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 minimum 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, and reasonably cooperate with the other parties to seek confidential or other protective treatment of such information. In addition, each party agrees to take all reasonable measures to protect and maintain in confidence the Confidential Information received from the other parties.

3.4 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.

3.5 Customer Data Backup / Disaster Recovery: 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. In the event of a disaster at Service-now.com's production datacenter, Service-now.com will use all best efforts to restore Customer's Production Instance of the System within twenty-four (24) hours. If Customer's Production Instance is hosted at Service-now.com's Disaster Recovery site for more than six (6) weeks, Service-now.com will use its best efforts to provision all Customer's instances.

4. Subscription Licenses and Fees

4.1 Application License Requirements: Customer shall strictly limit the number of Users with a defined Role in the System to the number of Process Users licensed under this, and any subsequent license transactions, for the full term of the Agreement listed on the Order Form, Attachment A. Except as otherwise noted in the Conditions and Notes section of the Order Form, Attachment A, Customer may not decrease the number of Process Users licensed for the original term. Customers exceeding the number of Users with defined Roles in the System, in excess of the number of Process Users licensed under this Agreement, may be subject to additional Subscription License Fees at the discretion of Service-now.com.

4.2 Discovery License Requirements: Customer shall strictly 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 term of the Agreement listed on the Order Form, Attachment A. Except as otherwise noted, in the Conditions and Notes section of the Order Form, Attachment A, Customer may not decrease the number of Servers licensed for the original term. Customers exceeding 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, may be subject to additional Subscription License Fees at the discretion of Service-now.com.

4.3 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. All fees are non-refundable and are quoted and invoiced in US dollars.

4.4 Suspension of System Access: Service-now.com shall notify Customer if their account is more than fifteen (15) days past due. Service-now.com reserves the right to suspend access to Customer if their account is more than thirty (30) days past due, without liability to the Customer, until all accounts are paid in full.

5. Warranties and Disclaimers

5.1 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 it will provide the System

Service-now.com, Inc.
120 S. Sierra Avenue
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Phone: (858) 720-0477 Fax: (858) 720-0479

Subscription License Agreement # 15708TB

(hosted by Service-now.com or on-premise at Customer's location) in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the System will perform substantially in accordance with the online documentation found at <http://wiki.service-now.com> and the responses provided to Customer in their Request for Proposal (RFP), under normal use and circumstances.

6. Limitation of Liability

6.1 Limitation of Liability: EXCEPT FOR A PARTY'S LIABILITY UNDER SECTION 3.2, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER HEREUNDER.

6.2 Exclusion of Consequential and Related Damages: EXCEPT FOR A PARTY'S LIABILITY UNDER SECTION 3.2, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SYSTEMS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

7. Term and Termination

7.1 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).

7.2 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.

7.3 Termination for Non-appropriated Funding: This Agreement may be terminated in the event that funding is not appropriated for the licensing of the System in any fiscal year of the Customer, which is July 1 – June 30. Customer shall give written notification of non-funding to Service-now.com by August 1.

7.4 Effect of Termination: At termination of this Agreement, Service-now.com shall provide Customer a copy of their Customer Data in a mutually agreed upon, commercially standard format within forty-five (45) days of the termination date. After Customer Data is delivered, Service-now.com shall delete all Customer Data in its System or otherwise in its possession or under its control, unless legally prohibited. 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.

8.0 General Provisions

8.1 Governing Law: This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of Ohio, without regard to its conflicts of laws provisions.

8.2 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.

8.3 Product Escrow: Service-now.com, Inc. shall, at its own expense, name the Customer as a beneficiary to a software escrow account previously established with Escrow Associates, Inc. Service-now.com shall maintain and keep current the escrow arrangement so long as the Customer is an active customer of Service-now.com

Service-now.com, Inc.

120 S. Sierra Avenue
Solana Beach, CA 92075

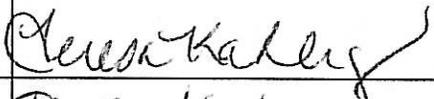
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Subscription License Agreement # 15708TB

and current in all payments. Material updates to the software in escrow shall be submitted by Service-now.com to Escrow Associates, not later than sixty (60) days after the general release of that edition. Escrow Associates will notify the Customer upon receipt of the original source code and upon receipt of every subsequent upgrade.

The trigger for release of this source code to the Customer shall be any one of the following events on the part of Service-now.com; (i) a general cessation of commercial operations, (ii) insolvency, a declaration of bankruptcy or be declared bankrupt by a competent tribunal where the Customer no longer has access to, or use of, the System, (iii) cessation of sales or support of Service-now.com as an information technology service and asset management solution, (iv) cessation of regular software maintenance or version upgrade of Service-now.com, (v) cessation of providing Service-now.com as an On Demand subscription service.

In the event of release of source code to the Customer, the use of that source code shall be strictly limited to the sole, internal use of the source code by the Customer under the original intent of this contract and the Customer shall be prohibited from sub-licensing or reselling the source code to a third party

The Ohio State University Medical Center		Service-now.com, Inc.	
Signature		Signature	
Name	TERESA Kahly	Name	Andrew Chedrick
Title	OSUMC SR Buyer	Title	Chief Financial Officer
Date	7/17/08	Date	7/17/08

Pricing Valid Until July 17, 2008

Subscription License Agreement
Order Form
Attachment A

Customer		Purchaser Contact	
Name	The Ohio State University Medical Center	Name	Teresa Kahlig
Address	660 Ackerman Road Building 8	Title	Medical Center Senior Buyer
Suite	406	Phone	614-293-5529
City	Columbus	Email	Teresa.Kahlig@osumc.edu
State / Province	Ohio	Accounts Payable Contact	
Zip / Postal Code	43202	Name	
Country	USA	Phone	
Website	http://medicalcenter.osu.edu/	Email	
		Purchase Order #	

Reference Contract Number	15708TB
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Subscription Service Anniversary Dates		
Start Date	Term	End Date
July 17, 2008	63 Months	October 16, 2013

Description of Services					
Subscription Services	Number of Process Users	Price / Process User / Month	Term (Months)	Annual Subscription Fee	Total Subscription Fee
Service-now.com Enterprise Edition <ul style="list-style-type: none"> Incident Management Problem Management Change Management Configuration Management Release Management Service Level Agreement Service Catalog Asset Portfolio Management Asset Contract Management Employee Self Service Reporting /OLAP 	270	\$47	63 (3 months at no charge)	\$152,280	\$761,400
Subscription Services	Number of Servers	Price / Server / Month	Term (Months)	Annual Fee	Total Fee
Service-now.com Discovery <ul style="list-style-type: none"> Layer 2 through Layer 7 Discovery Application Dependency Mapping 	2700	\$2.70	63 (3months at no charge)	\$ 87,480	\$ 437,400

Implementation Consulting Services	Estimated Hours	Fee / Hour	Total Fee
• Enterprise Implementation and Deployment per attached SOW, Exhibit A	N/A	Flat Fee	\$67,000
• Discovery Implementation and Deployment per attached SOW, Exhibit B	N/A	Flat Fee	\$10,000
Additional Services	Fees	Term	Total Fee
• VPN Connection	\$5,000 Set Up Fee	One Time Charge	Fee Waived
• Escrow	\$1,500	Annual	Fee Waived
Grand Total			\$ 1,198,800

Invoice Schedule		
Service	Invoice Date	Amount
First Fifteen (15) Month Subscription Fees – Enterprise & Discovery	July 15, 2008	\$ 239,760
Implementation Consulting Services Fees – 50% Upon Contract Signing	July 15, 2008	\$38,500
Implementation Consulting Services Fees - 50% Upon Customer Written Acceptance of Deliverables in the SOWs (Exhibits A and B) and the System Release Plan	Target for On or Before October 15, 2008	\$38,500
Second Year Subscription Fees– Enterprise & Discovery	October 15, 2009	\$ 239,760
Third Year Subscription Fees– Enterprise & Discovery	October 15, 2010	\$ 239,760
Fourth Year Subscription Fees– Enterprise & Discovery	October 15, 2011	\$ 239,760
Fifth Year Subscription Fees– Enterprise & Discovery	October 15, 2012	\$ 239,760
Grand Total		\$ 1,275,800
Payment Terms		Net 60 days

Conditions and Notes

Subscription Services:

- Customer shall be provided access to the System on July 18, 2008 and provided three (3) months of free service if Agreement is signed by July 17, 2008 and will be a reference account for Service-now.com.
- Price / Process User / Month and Price / Server / Month not to increase more than eight percent (8%) at Anniversary End Date.
- Customer may add Process Users in packs of five (5). Pricing for all Process Users will be set based on the total number of Process Users according to the following Volume Pricing matrix. All Process User licenses will have the same Anniversary End Date and additional fees will be pro-rated to the Anniversary End Date and pro-rated to the next invoice date for payment purposes. At the next annual subscription fee invoice date, the Price / Process User / Month will be reset based on the total aggregate user price point and Customer will be invoiced for the next twelve (12) months at the reset price.

Number of Process Users	Price / Process User / Month
200 to 270	\$52
270 to 500	\$47
3Greater than 500	\$45
Greater than 500	\$45

Enterprise Discovery Pricing

From	Device Count	2,500	3,000	5,000	7,500	10,000
To	Device Count	2,995	4,995	7,495	9,995	12,495
Price	Per Device	\$2.70	\$2.63	\$2.55	\$2.48	\$2.40

4. Customer may discover up to two thousand seven hundred (2700) networked servers. Customer may add servers to be discovered in packs of one hundred (100) at the current Price / Server / Month. Additional License Fees will be pro-rated to the Anniversary End date and pro-rated to the next invoice date for payment purposes.
5. Customer may decrease the number of Process Users with sixty (60) day notification prior to any Subscription Fee invoice date. Should Customer decrease their Process User count below two hundred (200), Service-now.com can not guarantee Customer's Price / Process User / Month of \$52.
6. A secure hosted infrastructure running on MySQL, hosting facility network, physical server(s) and operating system are included in the Annual Subscription License Fee.
7. Unlimited Customer Support is included in the Annual Subscription License Fee
8. All System upgrades are to be performed by Service-now.com and are included in the Annual Subscription License Fee.

Hosting:

1. Three (3) Instances of Service-now.com (Production, Development and Test) provided to Customer
2. A shared application server for Customer's instances.
3. Includes Secure LDAP (LDAPS) for Active Directory Integration
4. MySQL Databases running on the application server
5. Service-now.com shall provide all disk storage, server capacity and other hardware and software required to provide the System to the Customer.

Implementation Services:

1. Please see attached Statements of Work (Exhibit A, Exhibit B and Exhibit C):

Deliverables

SN will assist OSUMC IT staff to implement Incident Management workflows, business rules and reporting capabilities to OSUMC specifications.

SN will assist OSUMC IT staff to implement Change Management workflows, business rules and reporting capabilities to OSUMC specifications.

SN will assist OSUMC IT staff to implement Problem Management workflows, business rules and reporting capabilities to OSUMC specifications.

SN will assist OSUMC IT staff to implement Service Level Management workflows, business rules and reporting capabilities to OSUMC specifications.

SN will assist OSUMC IT staff to implement Service Catalog entry capabilities to OSUMC specifications.

SN will assist OSUMC IT staff to provide training to Developers and System Administrators that meets OSUMC requirements.

SN will assist OSUMC IT staff to provide end user "train the trainer" training to trainers that meets OSUMC requirements.

SN will assist OSUMC IT staff to implement the Discovery and Dependency Mapping tool to meet OSUMC requirements.

SN will work with OSUMC to implement the following interfaces:

OSUMC IW

OSUMC Exchange Email
OSUMC Paging System
OSUMC Homegrown End User SQL Database
OSUMC Secure LDAP for active directory integration.
Additional OSUMC System Integrations as identified in Exhibit C subject to the Integration conditions listed in Exhibit A at no additional cost.

SN Responsibilities

Service-now will provide:

- Engagement Manager
 - Overall focal point for deployment
- Delivery Consultant
 - Helps customers with Knowledge Transfer
 - Mapping customer requirements to application
 - Development help/support
- Support
 - <http://www.service-now.com/hi/>
 - Wiki : http://wiki.service-now.com/index.php?title=Main_Page
 - User Forum : <http://forums.service-now.com/>

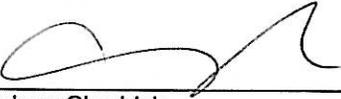
OSUMC responsibilities

OSUMC will provide:

- Executive Sponsorship
 - Not highly involved but 'knowledgeable' and able to clear road blocks
- I/T Manager/Director
 - Involved with driving priority, scope creep, visibility and project deployment
- Project Manager
 - Co-ordinate, tracking, escalation, prioritization
- System Administrator
 - Hands on, tailor's the application to business requirements
- Business Process Owners
 - Develop Use Cases, Testing, ensures application maps to business
- Network and Security Administrator
 - Hands on support for Service-now implementation

2. Customer to provide project management leadership for the implementation

3. Customer to provide specific business, functional design, and process requirements
 4. Customer to lead training for internal staff (Service-now.com to provide guidance)
 5. Customer will assign a Service-now.com system administrator that will make best efforts to learn how to configure the system (through administrative trainings and reading Service-now.com's Wiki)
- Customer shall reimburse Service-now.com for all authorized, reasonable and verifiable travel expenses incurred during the performance of the Implementation Services. Service-now.com agrees to keep commercially reasonable records of all expenses to support claims for reimbursement from Customer. All fees and expenses shall be invoiced to Customer within sixty (60) days of the date the fees and expenses were incurred. Reimbursement will be in accordance with OSUMC travel policy as described at: <http://busops.osu.edu/travel.php>. Like customer implementations travel expenses have been 35% of the total implementation fees.

The Ohio State University Medical Center		Service-now.com, Inc.	
Signature		Signature	
Name	Terese Kahlig	Name	Andrew Chedrick
Title	OSUMC Sr. Buyer	Title	Chief Financial Officer
Date	7/17/08	Date	7/17/08