This Product Order for ServiceNow License sales ("Product Order" or "Agreement"), dated __<< *Date* >>__ , (the "Effective Date") defines the scope of the Services and deliverables between CompuCom Systems, Inc., located at 8383 Dominion Pkwy, Plano, TX 75204 ("CompuCom") and __<< *Client* >>__ located at_____("Client") and incorporates by reference the terms and conditions of the Master Agreement dated between __<< *Client* >>__ (Client) and CompuCom dated __<< *Date* >>__ ("Agreement"). All initially-capitalized terms not defined in this Product Order shall have the meanings ascribed to them in the Agreement.

_____

1. **Overview:**
    CompuCom will sell *Client* (xx number of licenses) ServiceNow ITSM Suite Fulfiller licenses *(add the quantity and description of any other licenses included in this deal)* as defined in the ServiceNow Subscription Services Use Authorization. The price and fee schedule is as provided in Section 6 of this Product Order, "Pricing/Fees".

2. **Projected Term:**
    Start Date: *enter start and end dates*
    Completion Date:

3. **Detailed Description of CompuCom's Responsibilities:**
    This Product Order allows for the sale of XX ServiceNow IT Service Automation Suite Fulfiller licenses from CompuCom to *Client*. All warranties for the Products are as provided in the ServiceNow Subscription Services Use Authorization. CompuCom makes no independent warranties of any kind with regard to the Products.

    Client Project Manager:
    Telephone Number:
    E-mail Address:

    CompuCom Project Manager: Kathy Buckley
    Telephone Number: 530-406-1998
    E-mail Address: Kathy.Buckley@compu
                                 com.com

4. **Invoicing:**

    CompuCom will provide invoices and documentation to the address indicated below:

    Accounts Payable Contact:
    Telephone Number:
    Address:
    Fax Number:
    Email

5. **Acceptance:**
    The Product Order for ServiceNow IT Service Automation Suite Fulfiller licenses Subscription Services shall be deemed accepted upon fully executed ServiceNow Subscription Services Use Authorization form.

6. Pricing/Fees:

ServiceNow Subscription Pricing: Subject to *Client's* execution of the ServiceNow Subscription Services Use Authorization form *Client* purchases, shall be per individually licensed named user. ServiceNow licenses are pre-paid annually. See below for pricing details.

ServiceNow Subscription Fees					
Subscription	**Type**	**Units**	**Subscription Term (Months)**	**Net Price (Annual)**	**Net Price (Total)**
ServiceNow IT Service Automation Suite Fulfiller licenses	Fulfiller User	XX	36	$xx,xxx	$xxx,xxx
Total Licenses				**$XXX,XXX**	**$XXX,XXX**
During the Subscription term (as defined below), Client may add additional ServiceNow licenses. Additional Licenses can be purchased in packs of 5 at $xxx.xx Per User/Per Month for the IT Service Management Suite *All Pricing is final and Non-Cancellable and Non-Refundable, payments are due per the invoice schedule defined below.* *Additional subscription fees will be pro-rated to the Subscription Term end date. A subsequent PCR will be required.*					

a) **Pricing Assumptions/Conditions Precedent**

- The pricing set forth in this Product Order shall be available for acceptance by the Client through << Date >> ("Validity Period"). CompuCom reserves the right to adjust the pricing and/or the schedule set forth herein, if this Product Order is not executed by the Client and returned to CompuCom before the expiration of the Validity Period.
- As this is a 36-month contract between *Client* and CompuCom, *Client* agrees to make three annual installment payments of $XXX,XXX for Year One (1) Year Two (2) and Year Three (3). Client agrees to pay CompuCom according to payment/invoicing schedule outlined below:
- First purchase order/invoice upon signature
- Second purchase order/invoice <enter date>
- Third purchase order/invoice <enter date>

7. Changes to Product Order:`
Any changes to the scope of this Order shall be requested and approved using the Change Order Form in Appendix A.

This Agreement shall be considered fully executed and binding when authorized representatives of both parties have signed and dated below.

Client	**CompuCom Systems, Inc.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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CompuCom.
The Leading IT Outsourcing Specialist

</td><td>

Change Order Form

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This Change Order Form ("CO") is entered into as of <insert date> (the "Effective Date"), and when fully executed by both parties become incorporated by reference into the Product Order for <insert engagement title of Product Order>, dated <insert Effective Date of Product Order> , by and between CompuCom Systems, Inc. ("CompuCom") and <insert full legal name of Client> ("<insert short name of Client>").

CO Start Date: _____		CO End Date: _____
Account Exec. Contact: _____		Solution Dir. Contact: _____
CompuCom Internal Product Order Number: DA _____		Client Product Order Number (if applicable): _____
Client Contact: _____		

Detailed description and reason for the proposed change:

1.

2. All other terms and conditions of the original Product Order, as modified and amended, remain in full force and effect.

This Change Order Form shall be considered fully executed and binding when authorized representatives of both parties have signed and dated below.

Client	**CompuCom Systems, Inc.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____