
Statement of Work for
ServiceNow Managed Services
by and between
Cognizant Worldwide Limited ("Cognizant")
and
Douglas County ("Client")
effective as of
September 1, 2025 (the "Effective Date")

This Statement of Work including its Schedules and Annexes ("SOW") is entered into as of September 1, 2025 (the "Effective Date") by and between **Cognizant Worldwide Limited** ("Cognizant") and the **Board of County Commissioners of the County of Douglas, State of Colorado** ("Client") pursuant to that certain Master Services Agreement by and between Cognizant and Client dated as of September 1, 2025, as amended from time to time (the "MSA"). Capitalized terms used herein and not defined shall have the meanings assigned to such terms set forth in the Agreement.

Cognizant Technology Solutions U.S. Corporation ("CTS US") shall execute this SOW solely for purposes of acknowledging that CTS US may provide local services and deliverables within the United States of America to Client on behalf and at the direction of Cognizant Worldwide Limited ("CWW") under this SOW.

CLIENT CONTACT:

Jim Brown– CTO – jabrown@douglas.co.us

COGNIZANT CONTACT:

Nick Delcourt - Client Executive – Nick.Delcourt@cognizant.com

Walt Hadermann – Engagement Delivery Lead – walt.hadermann@cognizant.com - (703)850-9033

Tony Fugere – Thrive Director – tony.fugere@cognizant.com – +1 (303) 918-3598

1.1. Client Billing Information

CLIENT INFORMATION	
Name:	Douglas County Government
Address:	100 Third St #350
City, State Zip:	Castle Rock, CO 80104
Country:	USA
Billing Contact:	Jim Brown
Billing Contact Email:	jabrown@douglas.co.us
General Billing Email:	itbusinessservices@douglas.co.us
Third Party AP System:	☒ NO ☐ YES, indicate provider
PO Issued:	☐ NO ☒ YES

2. Scope

The Thrive offering provides ServiceNow resource capacity and platform expertise to assist Client in the development and support of their ServiceNow initiatives.

2.1. Core Thrive Offerings

Thrive provides Client the ability to utilize any of the following Core Service Offerings based on the full-time equivalent ("FTE") capacity, where 1 FTE is 1,992 hours per year (see Assumptions section for full description), and roles of the team defined in Section 3.1. These services are intended to act as guidelines for the program.

Cognizant will work with the Client to determine which offerings are required to deliver the expected program work streams with the appropriate team assignments necessary. Cognizant can make modifications to this in conjunction with Client to develop a mutually agreed upon operating model. The operating model is broken down into the following service competencies to conduct platform management activities:

Innovate

- Establish a ServiceNow Center of Excellence & Innovation
- Platform best practice & governance alignment
- Platform usage & process integration
- Program Management, planning & prioritization
- Organization change management

Transform

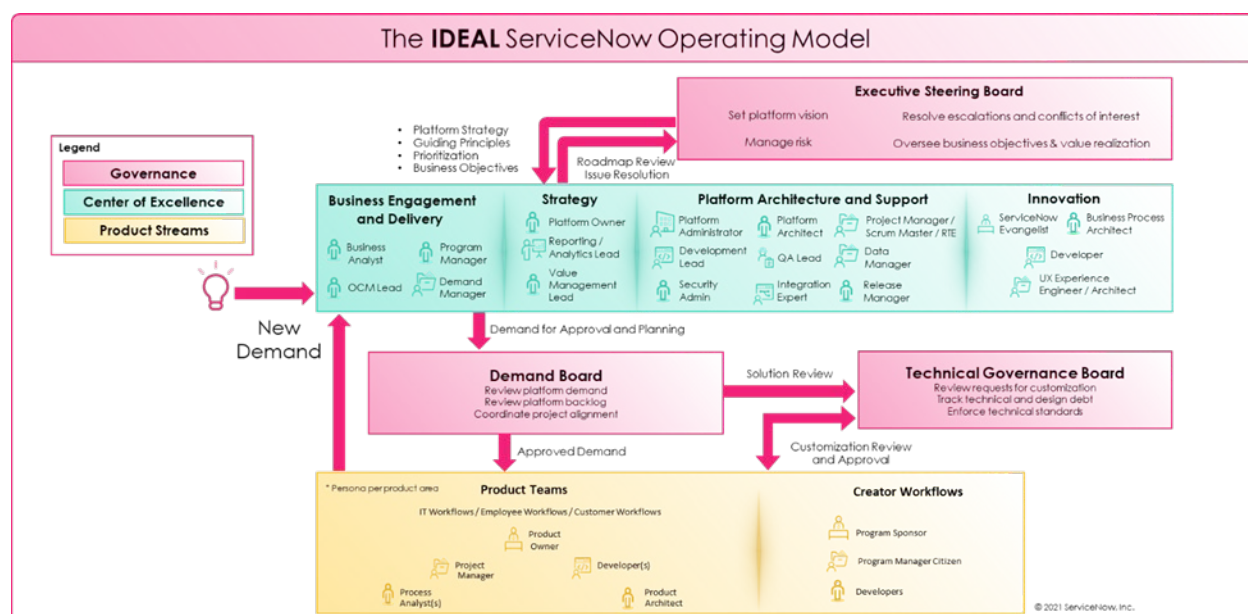
- Demand intake
- Architecture planning & research
- Platform enhancement requests
- Program management
- Roadmap management
- Resource forecasting & management

- Major release upgrades

Operate

- DevOps Continuous Integration & Deployment
- Full Platform health and integration monitoring
- Break/fix support
- Maintenance during established windows

These competencies and their high-level activities are provided through the operating model illustrated and described below.



Client and Cognizant will establish a roles and responsibilities ("RACI") matrix to define how each party performs related activities in the operating model. The main processes of focus are:

- **Intake Queue:** Cognizant will manage all ServiceNow related enhancement requests, maintenance needs, incident triage & resolution, and service requests. Cognizant will establish and execute upon pre-approved work task types and known "must-do" tasks that are entered and redirect all other items to the Technology Governance team for review, approval, and prioritization.
- **Idea/Demand & Innovation:** Cognizant will work through the planning of all ServiceNow related ideas, demands, and innovation to support the future expansion of the platform. This includes implementation project planning for new modules or major expansion of existing modules and functionality.
- **Technology Governance:** Cognizant will participate in the review, approval, and prioritization of all items that enter the program from the intake queue. Cognizant will supply known best practice aligned ServiceNow advice to help accelerate Client decision making.

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- **Continuous Integration & Delivery:** Cognizant will conduct the ServiceNow application configuration development, functional and systems integration testing, and production deployment activities necessary to delivery approved and appropriate intake queue work tasks. Client will participate in user acceptance testing, sprint planning, sprint retrospectives, and other key activities necessary to support the completion of these work tasks.

2.2. Program Tracking

Program tracking will be performed in Cognizant's client program management system. Cognizant will track activities within Client systems as mutually agreed upon to have aspects reflected in their environment.

2.3. Governance of Service

An Engagement Manager (EM) will be assigned as the Point of Contact to ensure success in subscription usage:

- Questions and guidance related to the program
- General coordination of work prioritization
- Regular governance, steering committee, and quarterly business review meetings to review service usage and program forecast

2.4. ServiceNow Applications In-Scope

Cognizant will staff the team to focus on these ServiceNow Applications.

- Platform Health and Configurations
- Incident Management
- Change Management
- Asset Management
- Application Portfolio Management
- Strategic Portfolio Management
- Customer Service Management
- Service Catalog
- Custom Applications

Anything not specifically identified will be deemed out of scope. These can change throughout the program with appropriate planning and with an appropriate change order.

2.5. Work Stream Definitions

Access Request: This refers to a formal request made by a user or an authorized individual within an organization to gain access to specific resources, systems, applications, or

services in ServiceNow. It is a standardized process for users to request access privileges based on their roles, responsibilities, or business needs. Access Requests will be allocated from the capacity of the Cognizant team based on thorough review of Access Request volumes during Service Introduction and mutually agreed upon expectations of this service.

Incident: This refers to an unplanned interruption or degradation of ServiceNow that affects the normal operation of an organization or its customers. It represents an event or occurrence that disrupts or has the potential to disrupt the agreed-upon levels of service the ServiceNow platform is expected to provide. Incidents resolution will be allocated from the capacity of the Cognizant team based on thorough review of Incident volumes during Service Introduction and mutually agreed upon expectations of this service.

Sprint: This refers to a time-boxed iteration during which a development team works on a set of planned tasks or User Stories. It is a fixed period, usually ranging from one (1) to four (4) weeks, during which the team focuses on delivering a potentially shippable increment of the software or service. Cognizant typically follows a two (2) or three (3) week sprint methodology. Cognizant will work with the Client to mutually agree upon Sprint length.

User Story: This refers to a concise description of a specific ServiceNow requirement or functionality that is expressed from the perspective of an end-user or customer. User stories will be sized in User Story Points and a portion of the Cognizant capacity will be allocated to plan, develop, test, and deploy these user stories across sprints as mutually agreed upon in process definitions during the Service Introduction phase of the program.

User Story Points: This refers to the estimated size of a user story that denotes the amount of time it will take to complete that user story. Cognizant uses a 1 point is 1 hour of effort methodology. Sprints will have a limited number of user story points available for that sprint based on the capacity of the team and allocation to sprint-based, user story development work mutually agreed upon with the Client.

3. Roles & Allocation

3.1. Cognizant Roles

Cognizant provides the following roles in its Thrive offering to fulfill program management from the Core Service Offering activities listed Section 2.1:

Capacity	Location	Role	Activities
50%	Global Delivery	Senior Technical Consultant (STC)	- Advanced Application Development / Platform Configuration for ServiceNow - Shepherds TCs helping with implementation questions and approach. - Platform technical guidance to End-Client that includes: - ServiceNow related technical question/answers - Remote working sessions

Capacity	Location	Role	Activities
			Question and Answer of platform functionality / How Tos
50%	Global Delivery	Business Consultant (BPC)	- Provide knowledge of ServiceNow platform, applications, and workflow. - Assist with how processes work together across the enterprise while providing specific domain expertise in a particular technical or process area. - Creation of Test Cases (Manual or Automated Testing Framework) - Execution of Test Cases (Manual or Automated Test Framework)
25%	Global Delivery	Engagement Manager (EM)	- Assist with any of their Project Management tasks - Assist with any coordination, communications, and status updates - Assist with any Sprint coordination tasks

3.2. Allocation of Monthly Capacity

The Thrive utilizes an approach where each month of service Client receives an allotment of capacity where 1 FTE is 1,992 hours per year or an average of 166 hours per month (see Assumptions for full details). The capacity is allocated against tasks, bodies of work, or project assignments Cognizant mutually plans with Client. Cognizant will provide flexibility in the allocation of roles in Section 3.1 based on planned activities and trends of unplanned activities to deliver agreed upon goals and objectives of the program.

4. Client Responsibility

For best results, the equivalent of the following Client roles should be available when needed to complete a request:

Role	Description
Program Manager	Responsible for ownership of the program that is co-managed with the Cognizant team. Individual will participate in governance meetings. Ownership and coordination with any Client teams assigned. Escalation Point of Contact for any questions the Cognizant Team may have.

- Client will conduct activities in support of the program in a timely manner (e.g., conducting activities in support of operational runbooks, participating in working sessions, client reviews of requirements, user-acceptance testing, etc.)
- Client will provide sign-off on the operating model and present feedback necessary to make program adjustments in a timely manner.
- Client will provide timely access to necessary systems for Cognizant to conduct their assigned activities.

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- Client will provide remote access via VPN for work off-site, if needed.
 - Client is responsible for ensuring the performance of any Client resources it supplies that work in the ServiceNow environment that may affect this service. If the Cognizant team determines that any of these resources are impacting Cognizant's ability to provide this service, or is putting it or your platform at risk, Client Program Manager will be notified immediately to assist with risk mediation.
 - Program and project management capabilities will be provided to assist in the delivery of mutually agreed upon work streams during the performance of this contract. Client will provide overall program and project oversight of these work streams, including managing work stream deviations, and budget.

Cognizant's performance of obligations under this SOW are conditioned upon and subject to the assumptions set forth below being true and the client responsibilities set forth above being timely satisfied.

5. Assumptions

Deviations from the following assumptions may lead to service level impacts and fees; such changes will be set forth in a Project Change Order (CO) in accordance with the procedure outlined below.

- Team assignments, processes, and procedures may change to deliver services as work type baselines, skills, roles, and responsibilities evolve as mutually planned and agreed upon between Cognizant and Client.
- Reasonable accommodations will be made to backfill or swap role assignments to handle unplanned and planned times of leave.
- Effort of a demand will dictate as to whether this program will execute upon the work to deliver that demand or stand up a separate project.
- The work performed under this SOW will be performed off-site.
- All roles will be delivered from Cognizant Global Delivery Team which shall include CTS US.
- Capacity is defined based on a 1,992-hour calendar year where 1 FTE can provide 1,992 hours of services per year (166 hours per month). Cognizant team members are allotted paid time-off and company holidays specific to the country in which they work. Time off is factored into the 1,992 hours per year capacity supplied in this service.
- Cognizant Resources for this service will be available and working during Business Hours, defined as Monday through Friday 8am - 5pm based on the core delivery team's primary time zone and excludes local public holidays. All other times are deemed to be "After-Hours" work (See Section 8.6).

6. Change Orders

Any requests for services outside of this SOW or changes to services, capacity, terms, or efforts of any other items included in this SOW will be set forth in a Change Order ("CO") executed by both parties. Client and Cognizant will agree upon changes prior to execution of additional services or costs outside of this SOW. The Appendix explains the Change Order process in more detail.

7. Reporting Deliverables

The following reporting and data will be made available to Client thirty (30) days after the completion of service introduction or a mutually agreed upon timeframe:

- Program status reports
 - Overall summary and progress review
 - Next week plans
 - Action item review
 - Issue, dependency, and risk management
 - Timeline and schedule
 - Resource management
 - Budget and cost tracking
 - Key Decisions
- Monthly capacity utilization
 - Resource allocation & forecasting
 - Program assignments
 - Workload distribution & prioritization
 - Capacity planning
 - Performance metrics
 - Training & development review & planning
 - Recommendations & action plans
- Quarterly business reviews (scheduled after the first full quarter of service)
 - Overall summary and progress review
 - Objective and goal review
 - Performance metrics
 - Client feedback & satisfaction
 - Risk & issue management
 - Workload distribution & prioritization
 - Team layout review: capacity, usage, and sizing
 - Future roadmap
 - Recommendations & action plans
 - Open discussion

The content of these reports may vary depending on the specifics of the program and the preferences of the Client. Cognizant will tailor the reports to address the specific information needs of the team and key stakeholders.

8. Term of Services

8.1. Project Length

This SOW is valid from the Effective date till August 31, 2026 ("SOW Term") ending on the last day of the last full contract month. After the conclusion of the SOW Term, a new SOW will be required to extend service unless the current SOW is extended through a CO.

8.2. Increasing or Reducing Capacity

Client will have the ability to increase the capacity at any time with sixty (60) days (or such term mutually agreed between the parties) prior written notice. Client will have the ability to decrease their current capacity at any time with thirty (30) days prior written notice. An executed Project Change Request is required for such increases or decreases to become effective.

8.3. Termination for Convenience

Client may terminate this SOW for convenience as per clause 12.2 of the MSA.

8.4. Maximum Contract Expenditure:

Notwithstanding any other provision of under the MSA or this SOW and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated annually for this SOW are \$243,360 (Two Hundred Forty-Three Thousand Three Hundred Sixty Dollars) (the "Maximum Contract Expenditure"). In no event shall the Client be liable for payment under the SOW for any amount in excess of the Maximum Contract Expenditure annually. Cognizant will have no obligation to perform any Services under this Agreement when the value of Services rendered hereunder reaches the Maximum Expenditure Amount unless the Parties execute an appropriate schedule or change order approving further engagement hereunder. The Client is not under obligation to make any future apportionment or allocation to the SOW. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

8.5. Expenses

All Services will be delivered remotely. However, for any mutually agreed-upon onsite work, any out-of-pocket expenses, related to travel, as requested, and approved by Client, will be billed as actual.

8.6. After Hours

Cognizant can provide after-hours support for planned activities that must be conducted during Client specified maintenance windows (e.g., deployment, upgrades, or other

maintenance). Client Program Manager and Cognizant Engagement Manager, Client Executive or Client Principal will develop a mutually agreed upon plan to support such activities. Unplanned support provided after hours is not included in this service.

9. Service Fees

All services will be delivered on fixed, monthly fee basis as depicted below

Capacity	Term	Monthly Fee	Total Fees
1.25 FTE	12 Months	\$20,280.00	\$243,360.00

10. Invoicing

10.1. Terms

The term of this Statement of Work starts September 1, 2025, and ends August 31, 2026.

The pricing for the services is based on the capacity defined in Section 9.

Cognizant will submit invoices monthly, at the beginning of each month of service, for the current month of service, at the amount defined in Section 9.

Where Cognizant is requested to commence before the first day of the month, an interim invoice will be issued prorated to the fees listed in Section 9.

NOTE: In the event the project start is delayed in the first month of service, a prorated invoice will be submitted by Cognizant at the end of Month 1.

The Client may dispute an invoice if it reasonably believes that an invoice is inaccurate by promptly notifying Cognizant in writing, clearly identifying the amount in dispute and providing reasonable detail as to the basis for the challenge and providing all available evidence to support that belief.

The Parties will work together in good faith to resolve any disputes relating to invoicing, in accordance with the Dispute Resolution procedures set out in the MSA.

Payments terms: Net 30

Currency: USD

10.2. Accounts Receivable Information.

TeamReceivable@cognizant.com

Appendix

Section A: Change Order Request Procedure

A Change Order ("CO") will be the vehicle for communicating changes to the SOW. The CO must describe the change, the rationale for the change and the effect the change will have on the program. The CO Form is at the end of this document.

Both Cognizant and the Client Program Manager will review the proposed change and approve or reject it for further investigation. If the investigation is authorized, Cognizant and Client will sign the CO which will constitute approval for the additional charges. The investigation will determine the effect that the implementation of the CO will have on price, schedule and other terms and Conditions of this SOW.

Section B: Third Party Issues

Client will manage all ServiceNow product defects directly with vendor ServiceNow. Cognizant is not responsible for resolving defects identified as those belonging to the commercial off the shelf ("COTS") application. Should there be occasions wherein a defect or issue with a third-party product affects the outcome of this program, Cognizant will use the following process to assist Client with coordination of its resolution.

- Notify ServiceNow via the appropriate ticketing vehicle using Client's support ID. Include Client's ServiceNow administrator in ticket details to expedite transfer of item should it become necessary.
- Communicate issue to Client with ticket details, recommended next steps and any existing workarounds.
- If needed, Document issue and any required steps with a Change Order (CO).

Section C: Escalation Process

The timely resolution of issues is critical to maintaining program control and Client's satisfaction. The purpose of the escalation process is to help ensure that issues are identified and resolved quickly. The escalation process provides a mechanism to alert the Cognizant Engagement Manager (EM), Client Program Manager and other management personnel to issues not being resolved. Throughout the program lifecycle, Cognizant or Client may escalate a program issue as follows:

1. Raise the issue initially to the Cognizant Engagement Manager (EM) assigned to your account.
2. If not resolved at this level, the issue should be escalated to the Engagement Delivery Lead (EDL).

Walt Hadermann
Email: walter.hadermann@cognizant.com
Phone: +1 (703) 850-9033

Change Order Form Sample

Change Order Number: #_

This Change Order is governed by the terms and conditions of the Master Services Agreement between Cognizant ("Cognizant") and [CLIENT] ("Client") dated MMDDYYYY and modifies the [PROJECT NAME] Statement of Work ("SOW") executed between the parties, effective MMDDYYYY. This Change Order is effective as of the date of the last signature below.

Description of the Change in Services:

< insert summary of change >

Change in Cost to the Project:

Capacity Change	New Monthly Fee
X FTE	\$XX,000.00

Estimated Start Date:

Estimated End Date:

This change request will be funded by:

- ☐ A New Purchase Order
- ☐ A Modification of Purchase Order No. _____
- ☐ Direct Bill to Client
- ☐ No Cost to Client (\$0 Change)

All other terms, conditions and technical requirements contained in the SOW executed SOW EXECUTION DATE remain in full force and effect.

Client

SAMPLE DO NOT SIGN

Authorized Signature

Printed Name

Title

Date

Cognizant Worldwide Limited

SAMPLE DO NOT SIGN

Authorized Signature

Printed Name

Title

Date