

ADDENDUM: Software Asset Management

With Software Spend Detection, three fields of data must leave the customer instance to talk with predictive intelligence within their ServiceNow data center and get results for Software Spend Detection:

1. Vendor Name (or Supplier Name)
2. Transaction Description (or Memo)
3. GL Account (or expense account)

Also, to improve the accuracy of Software Spend Detection, we require customers to opt-in to the Content Service, which essentially means they are agreeing to share those three “prediction data fields” with ServiceNow to keep and use. ServiceNow keeps this data because it is completely anonymized and we have no way of pulling it back out of the data set, and the customer needs to give us permission to do so.

Customers must agree to the Addendum as is, and it is the customer’s responsibility (if desired) to disable the toggle switch in Content Service Setup so no user can send financial data to the Content Service. If the customer does not agree to the terms, then they cannot use the Software Spend Detection feature.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement to include this Addendum for the Subscription Term of the attached ordering document as follows:

DEFINITIONS

" **Confidential Information** " includes, without limitation, the trade secrets and other confidential information of Customer which is not generally known to the public, or which is generated or collected by or utilized in the operations of the Customer and other information that, due to the nature of the information or circumstances of disclosure, a party would understand it to be confidential information.

" **Financial Transaction Data** " means all data imported into the transactions tables in the Software Spend Detection application.

" **Personal Data** " means any sensitive data, including credit card numbers, social security and other government-issued identification numbers, financial and health information, any personal data deemed sensitive or "special categories of personal data" under data protection laws, and any other information that relates to an identified or identifiable living individual.

" **Prediction Field Data** " shall mean the Financial Transaction Data in the following fields:

- **Vendor Name**
- **Description**
- **GL Account (or "expense category")**

" **Software Asset Management Content Service** " shall mean ServiceNow's service which includes: (a) functionality for analyzing Financial Transaction Data; and (b) improving the accuracy of the Software Spend Detection application's predictions, and the Subscription Service.

TERMS OF USE FOR SOFTWARE SPEND DETECTION APPLICATION

Customer agrees on behalf of itself and its users that by using the Software Spend Detection application, Customer's Prediction Field Data will be sent from Customer's instance of the Subscription Service to ServiceNow's artificial intelligence service in the ServiceNow data center where Customer's instance is hosted. Any Prediction Field Data sent to the artificial intelligence service will be used to make predictions that will be returned to Customer and the Prediction Field Data will not be retained in the artificial intelligence service.

Customer shall be responsible for removing any Personal Data or Confidential Information in the Prediction Field Data prior to such data being sent to the artificial intelligence service. Notwithstanding anything to the contrary herein or in the Agreement, Customer acknowledges and agrees that ServiceNow shall not be liable for any damages arising from Customer's failure to remove Personal Data or Confidential Information for the Prediction Field Data.

ADDITIONAL TERMS OF USE FOR CONTENT SERVICE FOR SOFTWARE SPEND DETECTION APPLICATION

In addition to the Terms of Use for Software Spend Detection Application described above, Customer agrees on behalf of itself and its users that by activating the Software Asset Management Content Service in the Software Spend Detection application, Customer's Prediction Field Data will be sent from Customer's instance of the Subscription Service to the Software Asset Management Content Service in one of ServiceNow's data centers, which may be outside the ServiceNow data center where Customer's instance is hosted, to further improve the Software Spend Detection application. Notwithstanding anything to the contrary in any agreement between ServiceNow and Customer, Customer authorizes ServiceNow to use and store Customer's Prediction Field Data solely to improve the Subscription Service beyond the Subscription Term.

IN CONSIDERATION OF THE ABOVE, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.