

ADVANCED AI AND DATA PRODUCTS AMENDMENT

This Amendment (the “**Advanced AI and Data Products Amendment**”) modifies the agreement that grants Customer rights to access and use the Subscription Service or Software and any related order forms, use authorizations, addenda, incorporated documents, and amendments (collectively, the “**Agreement**”). In the event of a conflict between the ServiceNow Store terms for an Advanced AI and Data Product or components of an Advanced AI and Data Product downloaded and/or installed via the ServiceNow Store and this Advanced AI and Data Products Amendment, the terms in this Advanced AI and Data Products Amendment will control. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Agreement or the Restricted and Self-Hosted Usage Policy located at <https://www.servicenow.com/upgrade-schedules.html> (or such successor site or related locations designated by ServiceNow).

1. Advanced AI and Data Products Terms

- 1.1. AI Limitations. Artificial intelligence and machine learning are rapidly evolving fields of study. Advanced AI and Data Products may use machine learning models that generate predictions based on patterns in data. Output generated by a machine learning model is probabilistic and should be evaluated for accuracy as appropriate for Customer’s use case, including by employing human review of such output. Advanced AI and Data Products may generate incorrect information, produce harmful instructions or reflect biases due to the data or nature of how the model was trained. To the extent permitted by law, ServiceNow disclaims all representations and warranties, whether express, implied, statutory, or otherwise, and will have no liabilities or obligations (including to provide any refund, updates, or support) with respect to the output that Customer receives when using the Advanced AI and Data Products.
- 1.2. Ownership. Customer retains all ownership of Customer Data that is processed by the Advanced AI and Data Products. To the extent permitted by law and excluding any ServiceNow Core Technology, Customer owns the output from the Advanced AI and Data Products.
- 1.3. Necessary Rights and Privacy Obligations. Customer agrees that it has all rights necessary to use the Advanced AI and Data Products, including rights to the data Customer submits to any Advanced AI and Data Products. Customer is solely responsible for providing any legally adequate notices to and obtaining any consents from individuals and all third parties for ServiceNow to perform its rights and obligations under the Advanced AI and Data Products Amendment and Restricted and Self-Hosted Usage Policy.
- 1.4. Prohibited Use. Customer will not, and will not allow any third party to, use Advanced AI and Data Products or data from Advanced AI and Data Products to, directly or indirectly, develop or improve a similar or competing product, service, or technology, or as otherwise prohibited in the Documentation.
- 1.5. Integration Hub. Advanced AI and Data Products may consume Integration Hub transactions. Integration Hub transactions are licensed through Integration Hub or Automation Engine packages. An Integration Hub Transaction is defined as any outbound call originating from Integration Hub, Flow Designer, Remote Tables and/or Orchestration. This includes any operation, action, orchestration from Integration Hub,

Remote Tables or Orchestration resulting in an outbound call. Additional annual Transactions require the purchase of a separate Integration Hub package.

- 1.6. Commercial Availability. If a Subscription Service identified in the Restricted and Self-Hosted Usage Policy is provided to Customer prior to general commercial availability as a no-cost trial or demonstration, Customer's access and use of such Subscription Service will terminate on the earlier of: (a) the termination date specified by ServiceNow in a written communication provided to Customer (including via email); (b) the date the Subscription Service becomes commercially available; or (c) the termination of the Agreement. Notwithstanding the foregoing, ServiceNow may extend such access in its sole discretion.
- 1.7. Restricted and Self-Hosted Usage Policy. Use of this Subscription Product is governed by the Restricted and Self-Hosted Usage Policy located at <https://www.servicenow.com/upgrade-schedules.html> (and any successor or related locations designated by ServiceNow), and may be updated by ServiceNow from time to time. The Restricted and Self-Hosted Usage Policy is expressly incorporated herein by reference.
- 1.8. Assists. Assists are measured in production and sub-production instances based on the count of various Actions representing usage of generative AI features in the prior 365 days using defined ratios. A list of Assist Actions and defined ratios that correlate to how many Assists are consumed are set forth in the ServiceNow Assist Overview on ServiceNow's Entitlement Supplements located at <https://www.servicenow.com/products/entitlements-packages.html> (or such successor site or related locations designated by ServiceNow), and may be updated by ServiceNow from time to time. The ServiceNow Assist Overview is expressly incorporated herein by reference, and Customer's continued use of the Subscription Product after any update constitutes Customer's agreement to the updated ServiceNow Assist Overview. Additional annual Assists require the purchase of a separate Assist Pack.
- 1.9. Availability. Certain features and functionality described in the Documentation may not be available or may be delivered in an alternative manner due to use in Customer's Restricted or Self-Hosted environment. Certain features and functionality require connection to the Internet outside of Customer's Restricted or Self-Hosted environment, and these are not available in a Restricted (GCC (FedRAMP), NSC DOD IL5, or Australia IRAP-Protected data centers or other restricted environment) or Self-Hosted environment. Delivery and/or use of new and/or improved features and functionality may be subject to supplemental terms and conditions. The current feature and functionality availability is set forth in the Documentation.
- 1.10. Self-Hosted Customers. Self-Hosted Customers are subject to the following additional terms: The minimum system and hardware requirements as of execution of the Advanced AI and Data Products Amendment are located at (or such successor site or related locations designated by ServiceNow) and may be updated by ServiceNow from time to time. As additional features and functionality become available, additional minimum system and hardware requirements may be required and will be provided to Customer via documentation. Customer is responsible for confirming with ServiceNow that any system or hardware change aligns with ServiceNow's minimum requirements for the Subscription Service.