

PUBLIC SECTOR SUBSCRIPTION TERMS OF SERVICE

THESE PUBLIC SECTOR SUBSCRIPTION TERMS OF SERVICE (“**TERMS OF SERVICE**”) APPLY ONLY IF THE CUSTOMER IS AN EXECUTIVE AGENCY OR DEPARTMENT OF THE U.S. FEDERAL, STATE, OR LOCAL GOVERNMENT (“**GOVERNMENT ENTITY**”). THESE TERMS OF SERVICE SHALL BE INCORPORATED IN ANY ORDER ISSUED BY SUCH CUSTOMER. IF THE CUSTOMER IS NOT A GOVERNMENT ENTITY, THEN SERVICENOW’S SUBSCRIPTION SERVICE AGREEMENT (LOCATED AT [HTTPS://WWW.SERVICENOW.COM/UPGRADE-SCHEDULES.HTML](https://www.servicenow.com/upgrade-schedules.html)) APPLIES.

These Terms of Service include the General Terms and Conditions, Customer Support Addendum (“CSA”), Data Security Addendum (“DSA”), Data Processing Addendum (“DPA”), and the ServiceNow Store Terms of Use (collectively, “Operational Terms”), and any other terms expressly referenced herein, all of which are expressly incorporated in these Terms of Service and attached by this reference. References to the “Agreement” in the Operational Terms shall generally mean these Terms of Service, and references to an agreement between ServiceNow and Customer shall mean the Ordering Document or Reseller Order (as defined below) executed between the Customer and Reseller, or ServiceNow and Reseller, respectively, and as appropriate based on context. References to a “Use Authorization” or “Order Form” in the Operational Terms shall mean the Ordering Document.

Pursuant to a separate transaction between the customer entity (“**Customer**”) and ServiceNow’s authorized reseller (“**Reseller**”), Customer has purchased from Reseller certain services to be delivered by ServiceNow. These Terms of Service specify the terms and conditions under which those services will be provided by ServiceNow, apart from price, payment and other terms specified in the separate agreement between Customer and Reseller.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 “Ancillary Software” means software licensed by ServiceNow to Customer that is typically deployed on Customer’s machines to enable access to and use of the Subscription Service. Ancillary Software may include or be provided with code licensed under third-party license agreements, including open source software.

1.2 “Claim” means any third-party suit, claim, action, or demand.

1.3 “Confidential Information” means: **(1)** ServiceNow Core Technology (which is ServiceNow’s Confidential Information); **(2)** Customer Data and Customer Technology (which is Customer’s Confidential Information); **(3)** any of a party’s information that, due to the nature of the information or circumstances of disclosure, the receiving party should reasonably understand it to be confidential and **(4)** to the extent permitted by Law, the specific terms of these Terms of Service, and any amendment or attachment (which will be deemed Confidential Information of both parties). Confidential Information excludes any information that: **(a)** is or becomes generally publicly known without fault or breach by receiving party; **(b)** that receiving party obtains (rightfully and without restriction on use or disclosure) from a third party entitled to make the disclosure; or **(c)** that is independently developed by receiving party without using disclosing party’s Confidential Information.;

1.4 “Customer Data” means electronic data that is uploaded by or for Customer or its agents, employees, or contractors, and processed in the Subscription Service, excluding ServiceNow Core Technology.

1.5 “Customer Technology” means software, methodologies, templates, business processes, documentation, or other material originally authored, invented, or otherwise created by or for Customer (but not by ServiceNow) for use with the Subscription Service, excluding ServiceNow Core Technology.

1.6 “Deliverable” means anything created for Customer in performance of Professional Services other than Newly Created IP.

1.7 “Documentation” means the then-current ServiceNow documentation for the Subscription Service or Ancillary Software at <https://docs.servicenow.com>. Documentation includes solely technical program or interface documentation, user manuals, operating instructions, and release notes.

1.8 “**IPR**” means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights.

1.9 “**Law**” means any applicable law, rule, statute, decree, decision, order, regulation, and judgment of any government authority (federal, state, local, or international) having jurisdiction.

1.10 “**Newly Created IP**” means IPR in the inventions or works of authorship that are made by ServiceNow specifically for Customer in the course of performing Professional Services for Customer that are expressly identified as “Newly Created IP” in an SOW, excluding ServiceNow Core Technology.

1.11 “**Ordering Document**” means a written agreement entered into solely between Reseller and Customer specifying the ServiceNow services that Customer has purchased, along with the term and scope of the authorized use thereof, subject to these Terms of Service. An Ordering Document is not binding on ServiceNow.

1.12 “**Product Overview**” means ServiceNow’s published description of its products and the functionality of such products, solely to the extent attached to or expressly referenced in the Ordering Document.

1.13 “**Professional Services**” means any consulting, development, or educational services provided by or for ServiceNow pursuant to an agreed SOW or Service Description.

1.14 “**Reseller Order**” means the supporting order executed by ServiceNow and Reseller or ServiceNow’s authorized distributor, as applicable.

1.15 “**Service Description**” means the written description for a packaged Professional Service, attached to or referenced in an Ordering Document.

1.16 “**ServiceNow Core Technology**” means: **(1)** the Subscription Service, Ancillary Software, Documentation, and technology and methodologies (including products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects, and documentation) created by or for, or licensed to, ServiceNow; and **(2)** updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related documentation.

1.17 “**SOW**” means a statement of work or work order that describes scoped Professional Services by and between ServiceNow and Reseller or ServiceNow’s authorized distributor, as applicable.

1.18 “**Subscription Service**” means the ServiceNow software-as-a-service offering ordered by Customer under an Ordering Document.

1.19 “**Subscription Term**” means the period of authorized access to and use of the Subscription Service, as set forth in an Ordering Document.

2. SERVICENOW RESPONSIBILITIES

2.1 PROVISION OF THE SUBSCRIPTION SERVICE; COMPLIANCE WITH LAWS. During the Subscription Term, ServiceNow will: (1) make the Subscription Service available to Customer pursuant to these Terms of Service, and (2) provide Customer Support, an Availability SLA, Upgrades and Updates, and ServiceNow’s Insurance Coverage disclosure as described in the Customer Support Addendum (“**CSA**”) at <https://www.servicenow.com/upgrade-schedules.html>; and (3) provide the Subscription Service in accordance with all Laws applicable to ServiceNow’s provision of the products and services to its general customer base (i.e., without regard to Customer’s particular use of the Subscription Service or Laws not applicable to ServiceNow as a lower-tier supplier).

2.2 PROTECTION AND RETURN OF CUSTOMER DATA. During the Subscription Term, ServiceNow will maintain a written Security Program that includes policies, procedures and controls aligned to ISO27001, or a substantially equivalent standard, that includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access as described in the data security addendum (“**DSA**”) at <https://www.servicenow.com/upgrade-schedules.html>. The terms of the data processing addendum at <https://www.servicenow.com/upgrade-schedules.html> (“**DPA**”) shall apply to ServiceNow’s Processing of Personal Data (as defined in the DPA). Upon written request by Customer within 45 days after termination or expiration of the Subscription Service, ServiceNow will provide any Customer Data in the Subscription Service to Customer in ServiceNow’s standard database export format at no additional charge to the Reseller under the applicable Reseller Order. After such 45 day period, ServiceNow shall have no obligation to maintain or provide any Customer Data and will, unless legally prohibited, delete all

Customer Data in its systems or otherwise in its possession or under its control, delete Customer's instances of the Subscription Service, and upon written request, provide confirmation of such deletion.

2.3 UPDATES. The CSA, DSA and DPA in effect as of the date of the Ordering Document will apply to the Subscription Services specified on such Ordering Document. ServiceNow may update the CSA, the DSA and the DPA, however, in no event will any update be effective until the end of the applicable Subscription Term.

3. ACCESS AND USE RIGHTS; RESTRICTIONS; PROFESSIONAL SERVICES

3.1 ACCESS AND USE RIGHTS. For each Subscription Term, ServiceNow grants the access and use rights set forth in this Section 3 to the ServiceNow Core Technology described in the applicable Ordering Document.

3.1.1. SUBSCRIPTION SERVICE. ServiceNow authorizes Customer to access and use the Subscription Service during the Subscription Term in the applicable Ordering Document, solely for its internal business purposes in accordance with the Documentation.

3.1.2. ANCILLARY SOFTWARE. ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 11.1), non-exclusive, royalty-free license during the Subscription Term to install and execute Ancillary Software on Customer's machines, solely to facilitate Customer's authorized access to and use of the Subscription Service.

3.2 RESTRICTIONS. With respect to the ServiceNow Core Technology, Customer will not (and will not permit others to): **(1)** use it in excess of contractual usage limits (including as set forth in the Ordering Document), or in a manner that circumvents use limits or technological access control measures; **(2)** license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties, except as may otherwise be expressly stated herein or in a Ordering Document; **(3)** access it for purposes of developing or operating products or services for third-parties in competition with the ServiceNow Core Technology; **(4)** disassemble, reverse engineer, or decompile it; **(5)** copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in these herein; **(6)** remove or modify a copyright or other proprietary rights notice in it; **(7)** use it in violation of Law (including those applicable to collection and processing of Customer Data through the Subscription Service); **(8)** use it to reproduce, distribute, display, transmit, or use material protected by copyright or other IPR (including the rights of publicity) without first obtaining the owner's permission; **(9)** use it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation; or **(10)** access or disable any ServiceNow or third-party data, software, or network (other than Customer's instance of the Subscription Service). Customer will notify ServiceNow at legalnotices@servicenow.com 30 days before it engages in any of the foregoing acts that it believes it may be entitled to and provide reasonably requested information to allow ServiceNow to assess Customer's claim. ServiceNow may, in its discretion, provide alternatives that reduce adverse impacts on ServiceNow's IPR or other rights.

3.3 PROVISION OF PROFESSIONAL SERVICES. Customer and Reseller may enter into one or more SOWs in an Ordering Document which may incorporate one or more Service Descriptions for the provision of Professional Services by ServiceNow. ServiceNow will perform the Professional Services, subject to the fulfillment of any Customer responsibilities and payments due, as stated in the Ordering Document.

4. ORDERING

4.1 RESELLER ORDERS. Customer shall order and purchase the Subscription Service and Professional Services directly from Reseller pursuant to an agreement specifying price, payment, and other commercial terms reflected in an Ordering Document. ServiceNow is not a party to the Ordering Document, but will provide the purchased services pursuant to a Reseller Order and these Terms of Service. Reseller is not authorized to make any changes to these Terms of Service or bind ServiceNow to any additional or different terms or conditions, except as ServiceNow may expressly agree in writing in a Reseller Order or any agreed SOW attached thereto. Subsequent or additional orders for ServiceNow products or services may be placed by Customer through Reseller.

4.2 USE VERIFICATION. ServiceNow or Reseller may remotely review the scope of Customer's use of the Subscription Service, and on ServiceNow or Reseller's written request, Customer will provide reasonable assistance to verify Customer's compliance with these Terms of Service with respect to access to and use of the Subscription Service. If ServiceNow or Reseller determines that Customer has exceeded its permitted access and use rights to the Subscription

Service, ServiceNow or Reseller will notify Customer, and Customer will within 30 days, either: **(1)** disable any unpermitted use, or **(2)** purchase additional subscriptions commensurate with Customer's actual use. If Customer fails to regain compliance within such thirty (30) day period, Customer will stop accessing the Subscription Service, in addition to any other available rights or remedies for the parties. Reseller, on behalf of ServiceNow, shall have standing to bring a claim under the Contract Disputes Act.

5. INTELLECTUAL PROPERTY

5.1 SERVICENOW OWNERSHIP. As between the parties, ServiceNow and its licensors exclusively own all right, title, and interest in and to all IPR in the ServiceNow Core Technology, notwithstanding anything in an Ordering Document or other documents purportedly to the contrary. Except for the access and use rights, and licenses expressly granted in Section 3, ServiceNow, on behalf of itself and its licensors, reserves all rights in the ServiceNow Core Technology and does not grant Customer any rights except those expressly set forth herein. Any ServiceNow Core Technology delivered to Customer, or to which Customer is given access has been licensed, not sold, even if, for convenience, ServiceNow or Reseller makes reference to words such as "sale" or "purchase" in the applicable Ordering Document or other documents.

5.2 CUSTOMER OWNERSHIP. As between the parties, Customer and its licensors will retain all right, title, and interest in and to all IPR in Customer Data and Customer Technology. Customer grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferrable (except under Section 11.1), worldwide, right to use Customer Data and Customer Technology solely to provide and support the ServiceNow Subscription Service.

5.3 FEEDBACK. If Customer provides suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Subscription Service (collectively, "**Feedback**"), Customer grants to ServiceNow a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 11.1), non-exclusive, irrevocable, perpetual, worldwide right and license to use, license, and commercialize Feedback (including by incorporation of such Feedback into ServiceNow Core Technology) without restriction.

5.4 PROFESSIONAL SERVICES. Subject to this Section 5.4, ServiceNow assigns (and in the future is deemed to have assigned) to Customer any Newly Created IP upon receipt of payment in full to ServiceNow under the SOW that specifies the creation of Newly Created IP. If any ServiceNow Core Technology is incorporated into a Deliverable, ServiceNow grants to Customer a non-exclusive, royalty-free, non-transferable (except under Section 11.1), non-sublicensable worldwide license to use such ServiceNow Core Technology in connection with the use of Subscription Service under these Terms of Service during the applicable Subscription Term. Nothing in these Terms of Service may be construed to limit ServiceNow's right to perform (and to assign employees or contractors to perform) similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

6. WARRANTIES; DISCLAIMER OF WARRANTIES

6.1 SERVICENOW WARRANTIES. ServiceNow warrants that: (1) during the Subscription Term, Customer's production instance of the Subscription Service will materially conform to the Product Overview; and (2) Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements in the applicable SOW or Service Description.

6.2 REMEDIES.

6.2.1. SUBSCRIPTION SERVICE. If any non-conformity to the Product Overview (excluding any non-conformity caused by a modification to the Subscription Service made by Customer or a third-party acting at Customer's direction), persists without relief more than 30 days after Customer's notice to the Reseller of the non-conformity, then upon ServiceNow's timely receipt of such notice from Reseller, as Customer's exclusive remedy (and ServiceNow's sole liability in connection with this warranty), ServiceNow may terminate the affected Subscription Service immediately, and ServiceNow will refund to Reseller any prepaid subscription fees covering the remainder of the applicable Subscription Term for the non-conforming Subscription Service after the date of termination, whereupon Customer may submit to Reseller a claim for refund of any amounts paid for the same. This Section 6.2.1 sets forth Customers exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.

6.2.2. PROFESSIONAL SERVICES. If within 30 days after performance of any non-conforming Professional Services Customer notifies Reseller of a breach then, upon ServiceNow's timely receipt of notice from Reseller, ServiceNow at its option will, as Customer's exclusive remedy (and ServiceNow's sole liability in connection with this warranty) either use

commercially reasonable efforts to re-perform the Professional Services in conformance with the material requirements of the applicable SOW or Service Description or terminate the affected Professional Services and refund to Reseller any amounts paid for the nonconforming Professional Services, whereupon Customer may submit to Reseller a claim for refund of any amounts paid for the same. This Section 6.2.2 sets forth Customers exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.

6.3 DISCLAIMER. Except for the warranties expressly stated in this Section 6, to the maximum extent allowed by Law, ServiceNow disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written, including warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, and any warranties arising from usage of trade, course of dealing, or course of performance). Without limiting the above, ServiceNow does not warrant that the Subscription Service: (1) will meet the requirements of Customer or others; or (2) will be accurate or operate without interruption or error; or (3) is designed for any purpose requiring fail-safe performance for which failure could result in death, personal injury or severe physical, property, or environmental damage.

7. CONFIDENTIAL INFORMATION

7.1 RIGHTS AND OBLIGATIONS. To the extent permitted by law, the recipient of Confidential Information will: (1) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event less than reasonable care; and (2) not use it except to the extent necessary to exercise rights and obligations under the Ordering Document or these Terms of Service. Each party will limit the disclosure of the other's Confidential Information to those of its employees and contractors with a need to know such Confidential Information to exercise its rights and obligations under the Ordering Document and these Terms of Use, and then only to employees and contractors subject to binding disclosure and use restrictions at least as protective as those in these Terms of Service. Each party's obligations under this Section 7 will remain in effect during, and for 3 years after termination of the Subscription Term. Receiving party will, at disclosing party's request, return all originals, copies, reproductions, and summaries of Confidential Information and other tangible materials and devices provided to receiving party as Confidential Information, or at disclosing party's option, certify destruction of the same. Provisions for return of Customer Data are set forth in Section 11.2 (Return of Customer Data).

7.2 THIRD PARTY REQUESTS. These Terms of Service will not prevent receiving party from disclosing the other party's Confidential Information to a court, or governmental body pursuant to a valid court order, Law, subpoena, or regulation, but only if receiving party: (1) gives prompt notice (or the maximum notice permitted under Law) before making the disclosure, unless prohibited by Law; (2) to the extent permitted by law, reasonably assists disclosing party, at disclosing party's cost, in its lawful efforts to resist or limit such disclosure; and (3) discloses only that portion of disclosing party's Confidential Information that is legally required to be disclosed. ServiceNow recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

8. INDEMNIFICATION

8.1 BY SERVICENOW.

8.1.1. OBLIGATION. Subject to this Section 8, ServiceNow will: (1) defend Customer, and its and their officers, directors, and employees against any Claim to the extent alleging any: (a) ServiceNow Core Technology used in accordance with these Terms of Service infringes any IPR of any unaffiliated third-party ("IPR Claim"); or (b) ServiceNow personnel when onsite at Customer's premises caused death, bodily harm, or damage to tangible personal property due to their negligence or willful misconduct; and (2) pay any settlement amount or court-ordered damages award, under the forgoing clauses (1)(a) or (1)(b) to the extent arising from such Claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

8.1.2. MITIGATION. In connection with any IPR Claim, ServiceNow may: (1) contest the Claim; (2) obtain claimant's permission for Customer's continued use of the applicable Subscription Service or ServiceNow Core Technology; (3) replace Customer's access to or use of the applicable Subscription Service or ServiceNow Core Technology with substantially similar functionality that avoids the Claim; or, (4) if ServiceNow determines the foregoing clauses (1), (2), and (3) are commercially impracticable, terminate Customer's access to and use of the affected Subscription Service on 60-days'

prior notice, whereupon Customer may submit to Reseller a claim for a refund of any prepaid subscription fees covering that part of the applicable Subscription Term for such Subscription Service remaining after the effective date of termination.

8.1.3. LIMITATIONS. Notwithstanding the above, ServiceNow has no obligation or liability for any Claim under Section 8.1.1(1)(a) to the extent arising from: **(1)** use of any ServiceNow Core Technology not expressly authorized under these Terms of Service, to the extent the Claim would have been avoided without such access or use; **(2)** Customer Data or Customer Technology; or **(3)** use of ServiceNow Core Technology: **(a)** in violation of Law; **(b)** after termination under Section 8.1.2(4); or **(4)** modification to the ServiceNow Core Technology to Customer's specifications or by anyone other than ServiceNow or its contractors, or if combined with anything not provided by ServiceNow, if the Claim would have been avoided but for such modifications or combinations.

8.2 CUSTOMER WARRANTY. Customer warrants that: (1) Customer Data, (2) Customer Technology, and (3) a modification to any ServiceNow Core Technology made to Customer's specifications or otherwise made by or on behalf of Customer by any person other than ServiceNow or a person acting at ServiceNow's direction (but only if the Claim would have been avoided by use of the unmodified ServiceNow Core Technology), does not infringe any IPR, or violates any third-party privacy rights.

8.3 PROCESS. ServiceNow's duty to indemnify under Section 8.1 is subject to Customer **(1)** notifying ServiceNow promptly of any actual or threatened Claim, **(2)** except where prohibited by Law, giving ServiceNow sole control of the defense of such Claim and of any related settlement negotiations, and **(3)** cooperating and, at ServiceNow's reasonable request and expense, allowing ServiceNow to assist in such defense. Neither party will stipulate, acknowledge, or admit fault or liability on the other's part without the other's prior, written consent. ServiceNow will not publicize any settlement without the Customer's prior, written consent. **To the extent the parties perform as required, this Section 8 states ServiceNow's entire liability and the Customer's exclusive remedy for third-party claims and third-party actions.**

9. LIMITATION OF LIABILITY

9.1 LIMITED LIABILITY. ServiceNow shall have no liability for any refund that, in accordance with these Terms of Service, is to be paid by Reseller. To the extent permitted by Law, ServiceNow's total, cumulative liability arising out of or related to these Terms of Service and the products and services provided under it and the Ordering Document, whether based on contract, tort (including negligence), or any other legal or equitable theory, will be limited to the amounts received for the Subscription Service or the provision of Professional Services giving rise to the claim during the 12-month period preceding the first event giving rise to liability. Multiple claims will not enlarge this limit.

9.2 EXCLUDED DAMAGES. To the extent permitted by Law, neither ServiceNow nor Customer will be liable to the other or any third party for lost profits (direct or indirect), for loss of use or data, or for any incidental, consequential, punitive, special, or exemplary damages (including damage to business, reputation, or goodwill), or indirect damages of any type however caused, whether by breach of warranty, breach of contract, in tort (including negligence), or any other legal or equitable cause of action, even if such party has been advised of such damages in advance or if such damages were foreseeable.

9.3 APPLICABILITY. The limits in Section 9.1 and exclusions in Section 9.2 do not apply to: **(1)** obligations to pay for products, services, or taxes; **(2)** obligations to pay third parties under Section 8; **(3)** IPR infringement, or **(4)** an action in tort, separate or distinct from a cause of action for breach of these Terms of Service, for the party's gross negligence, willful misconduct, fraud, or other liability that cannot be excluded by law.

10. TERM AND TERMINATION

10.1 GENERALLY. The Subscription Term for the Subscription Service shall begin on the Term Start Date and continue until the Term End Date indicated in the Reseller Order. Professional Services are separately ordered from the Subscription Service and are not required for use of the Subscription Service. A party's breach of its Professional Services obligations will not by itself constitute a breach by that party of its Subscription Service obligations, even if the services are enumerated in the same Ordering Document.

10.2 SUBSCRIPTION SERVICE. On termination of an Ordering Document, Reseller Order, or expiration of a Subscription Term, Customer will stop accessing and using, and ServiceNow will stop providing, the Subscription Service and all related rights granted to Customer in these Terms of Service terminate immediately, automatically, and without notice. Customer will, within 30 days after the effective date of termination by Customer for ServiceNow's breach, submit to Reseller

a claim for refund for any prepaid fees paid to Reseller covering that part of the Subscription Term for the affected Subscription Service, if any, remaining after the effective date of termination.

10.3 SURVIVAL. Sections 3.3 (Restrictions), 5 (Intellectual Property), 6 (Warranties; Disclaimer of Warranties) (solely in accordance with its terms), 7 (Confidential Information) through 9 (Limitation of Liability), 10 (Term and Termination) (solely in accordance with its terms), and 11 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of the Subscription Service.

11. GENERAL PROVISIONS

11.1 ASSIGNMENT. Neither party may assign or novate its rights or obligations under these Terms of Service, by operation of law or otherwise (collectively, “Assign”), without the other party’s prior written consent. Any attempted or purported Assignment in violation of this Section 11.1 is null and void. Subject to the foregoing, these Terms of Service bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

11.2 EXPORT. The Subscription Service is subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Subscription Service (“Export Laws”). Customer agrees to comply with Export Laws that apply to Customer’s use of the Subscription Service. Without limiting the foregoing, Customer agrees it will not: **(1)** export, re-export, transfer, or otherwise use the Subscription Service in any country subject to an embargo or other sanctions by the U.S. (currently including Cuba, Iran, North Korea, Sudan, Syria, and Crimea Region of Ukraine); **(2)** export, re-export, or transfer, either directly or indirectly, to a person or entity barred by the applicable Export Laws from participating in export activities; and **(3)** use the Subscription Service for any purpose prohibited by Export Laws, including the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems.

11.3 US GOVERNMENT RIGHTS. The Subscription Service and Professional Services are commercial items, and any software therein is commercial computer software (per Federal Acquisition Regulation (“FAR” 12.211 and 12.212 and Department of Defense FAR Supplement (“DFARS”) 227.7202, as applicable). Government Customers shall only have those rights in technical data, computer software, and computer software documentation (collectively, “data”) set forth in these Terms of Service except that Department of Defense Customers may acquire additional rights in technical data pursuant to DFARS 252.227-7015(b). This provision applies in lieu of any FAR, DFARS, or other data rights clause or provision.

11.4 FORCE MAJEURE. Subject to FAR 52.212-4(f) (Excusable delay), ServiceNow is not, and may not be construed to be, in breach of these Terms if performance is prohibited or delayed by acts outside of ServiceNow’s reasonable control, including strikes, lock-outs, or other industrial disputes, or government action; failure of Internet connectivity or backbone or other telecommunications failures, in each case outside of ServiceNow’s local network; fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a “Force Majeure Event”). ServiceNow will use reasonable efforts to mitigate the effects of such Force Majeure Event.

11.5 WAIVER; AMENDMENT. Failure by ServiceNow to enforce any part of these Terms of Service will not be deemed a waiver of future enforcement of that or any other provision. Only written waivers signed by an authorized representative of the waiving party are effective.

11.6 SEVERABILITY. If any term of these Terms of Service is held invalid, unenforceable, or void by a court of competent jurisdiction, it will be enforced to the maximum extent permissible, and it will be deemed amended or replaced by a valid and enforceable term matching the intent of the original language as closely as possible.

11.7 LAW; JURISDICTION AND VENUE. If Customer is the U.S. Government, these Terms of Service shall be subject to the Federal laws of the United States, and in the event of any dispute arising from or in relation to these Terms of Service, the parties consent to the exclusive jurisdiction of, and venue in, a court of competent jurisdiction under the laws of the United States. If Customer is a state or local government entity, these Terms of Service shall be subject to the laws of the state in which Customer is located, and in the event of a dispute arising from or in relation to these Terms of Service, the parties consent to the exclusive jurisdiction of, and venue in, a court of competent jurisdiction within such state in accordance with FAR Clause 552.238-114, Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019). Otherwise, to the extent permitted by law, these Terms of Service shall be governed by, and construed in accordance with the Laws of New York, without regard to its conflict of laws principles. The parties irrevocably consent to exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction in New York City, New York to adjudicate any dispute arising out of or

related to these Terms of Service. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party, may at any time, and without waiving any other rights under these Terms of Service, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its IPR.

11.8 CONSTRUCTION. ServiceNow may provide Subscription Service only in the English language, unless otherwise agreed in writing. The parties have expressly requested that these Terms of Service and all related documents be drafted in English. Section headings are for convenience only and are not to be used in interpreting these Terms of Service. These Terms of Service will be interpreted fairly and in accordance with its terms and without any strict construction in favor of or against any party. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at such URLs.

11.9 ENTIRETY; EXECUTION. These Terms of Service (1) are the parties' entire agreement regarding its subject and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings, negotiations, letters of intent, and proposals, with respect to that subject; excludes any other terms Customer seeks to impose or incorporate or that may be implied by trade, custom, practice, or course of dealing. Customer has not relied on any statement, promise, or representation not expressly included in these Terms of Service, including related to any possible future functionality that ServiceNow may provide or offer.

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CUSTOMER SUPPORT ADDENDUM

All capitalized terms not defined in this Customer Support Addendum will have the meaning given to them in other parts of the Agreement.

1. CUSTOMER SUPPORT

1.1 SCOPE. Customer support is provided to resolve defects causing a nonconformity in the Subscription Service as compared to the Product Overview (“**Customer Support**”). A resolution to a defect may consist of a fix, workaround, or other relief, as ServiceNow deems reasonable. Customer Support does not include performing the following:

- implementation, configuration, integration or customization services;
- training or assistance with administrative functions;
- resolving immaterial defects or defects due to modifications of the Subscription Service made by any person other than ServiceNow or a person acting at ServiceNow’s direction; or
- resolving defects on any instance of the Subscription Service not in conformance with Section 3 (Upgrades and Updates).

1.2 ACCESS. Customer Support is available 24 hours a day, 7 days a week, including all holidays by phone as indicated at <http://servicenow.com/support/contact-support.html> or via the support portal <https://hi.service-now.com/> (“**Support Portal**”).

1.3 INCIDENT PRIORITY; RESPONSE TIME; LEVEL OF EFFORT:

Priority	Definition	Target Response Times	Target Level of Effort
P1	Any defect that causes an instance not to be Available.	30 minutes	Continuously, 24 hours per day, 7 days per week
P2	Any defect that causes a critical function to fail.	2 hours	As appropriate 24 hours per day, 7 days per week
P3	Any defect that significantly impedes work or progress.	1 business day	As appropriate during normal business hours
P4	Any defect that does not significantly impede work or progress.	2 business days	As appropriate during normal business hours

1.4 CUSTOMER RESPONSIBILITIES

1.4.1. Customer will receive from ServiceNow communications via email, phone, or through the Support Portal regarding the Subscription Service and acknowledges that access to the Support Portal may require multi-factor authentication by Customer.

1.4.2. Customer will appoint a reasonable number of contacts (“**Customer Authorized Contacts**”) to engage Customer Support for questions and technical issues and Customer must maintain current contact information for the following authorized contacts in the Support Portal who have been trained to administer the Subscription Service:

- Primary Business Contact;
- Secondary Business Contact;
- Technical Contact;
- Support Contact;
- Primary Customer Administrator; and
- Security Contact.

2. AVAILABILITY SLA

If Customer's production instance of the Subscription Service is Available less than 99.8% during a calendar month, Customer's exclusive remedy is to request ServiceNow issue a service credit ("**Service Credit**") to Customer for the dollar value of the number of minutes the Subscription Service was not Available in the month. Service Credits are determined at the deemed per-minute rate ServiceNow charges to Customer for Customer's use of the affected Subscription Service. Customer may request ServiceNow apply a Service Credit to the next invoice for subscription fees. Customer must request all Service Credits in writing to ServiceNow within 30 days of the end of the month in which the Availability SLA was not met. ServiceNow may delay issuing service credits until such amounts reach \$1,000 USD or equivalent currency specified in the applicable Order Form.

"**Available**" means the production instance of the Subscription Service can be accessed by authorized users during a calendar month, excluding Excused Downtime.

"**Excused Downtime**" means: **(a)** Maintenance Time of up to two hours per month; and **(b)** any time the Subscription Service is not Available due to circumstances beyond ServiceNow's control, including modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including direct connectivity and virtual private network ("**VPN**") connectivity to the Subscription Service), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks.

"**Infrastructure Modification**" means repairs, maintenance, improvements, or changes to the cloud infrastructure used by ServiceNow to operate and deliver the Subscription Service. ServiceNow will give Customer 10 days' prior notice of an Infrastructure Modification if ServiceNow, in its reasonable judgment, believes that the Infrastructure Modification will impact Customer's use of its production instances of the Subscription Service, unless, in the reasonable judgment of ServiceNow, the Infrastructure Modification is necessary to: **(a)** maintain the availability, security, or performance of the Subscription Service; **(b)** comply with Law; or **(c)** avoid infringement or misappropriation of third-party IPR.

"**Maintenance Time**" means the time the Subscription Service is not Available due to an Infrastructure Modification, Upgrade, or Update.

3. UPGRADES AND UPDATES

"**Upgrades**" are new Release Families applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. A "**Release Family**" is a complete solution with new features or enhancements to the Subscription Service, including previously released Updates, if applicable. "**Updates**" are ServiceNow's releases (including patches and hotfixes) of the Subscription Service applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term that provide problem fixes or other changes, but do not generally include new functionality. ServiceNow may provide new functionality either: **(a)** as an Upgrade, or **(b)** as different software or service for a separate fee. ServiceNow determines whether and when to develop, release, and apply any Upgrade or Update to Customer's instances of the Subscription Service. ServiceNow's current Upgrade Policy can be found at www.servicenow.com/upgrade-schedules.html.

ServiceNow shall use reasonable efforts to give Customer 30 days' prior notice of any Upgrade to the Subscription Service. ServiceNow shall use reasonable efforts to give Customer 10 days' prior notice of any Update. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade or Update if, in the reasonable judgment of ServiceNow it is necessary to: **(i)** maintain the availability, security, or performance of the Subscription Service; **(ii)** comply with Law; or **(iii)** avoid infringement or misappropriation of any third-party IPR. ServiceNow is not responsible for defects on any instance of the Subscription Service not in conformance with this Section 3.

4. INSURANCE COVERAGE

4.1 Workers' Compensation Insurance, in accordance with applicable statutory, federal, and other legal requirements;

4.2 Employers' Liability Insurance covering ServiceNow's employees in an amount of not less than \$1,000,000 for bodily injury by accident and \$1,000,000 per employee for bodily injury by disease;

4.3 Commercial General Liability Insurance written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, and advertising injury arising out of the products or

services provided by ServiceNow under this Agreement, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate;

4.4 Commercial Automobile Liability Insurance providing coverage for hired and non-owned automobiles used in connection with this Agreement in an amount not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage;

4.5 Combined Technology Errors' & Omissions Policy with a \$5,000,000 per claim limit, including: **(a)** Professional Liability Insurance providing coverage for the services and software in this Agreement (which coverage will be maintained for at least two years after termination of this Agreement); and **(b)** Privacy, Security, and Media Liability Insurance providing liability coverage for unauthorized access or disclosure, security breaches, and system attacks, as well as infringements of copyright and trademark that might result from this Agreement; and

4.6 Excess Liability over Employers' Liability, Commercial General Liability, and Commercial Automobile Liability, with a \$5,000,000 aggregate limit.

For the purpose of this Section 4, a "claim" means a written demand for money or a civil proceeding that is commenced by service of a complaint or similar pleading.

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DATA SECURITY ADDENDUM

All capitalized terms not defined in this Data Security Addendum (“**DSA**”) have the meaning given to them in other parts of the Agreement.

1. SECURITY PROGRAM

While providing the Subscription Service, ServiceNow will maintain a written information security program of policies, procedures and controls aligned to ISO27002, or substantially equivalent standard, governing the processing, storage, transmission and security of Customer Data (the “**Security Program**”). The Security Program includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. ServiceNow updates the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats, although no such update will materially reduce the commitments, protections or overall level of service provided to Customer as described herein.

1.1 SECURITY ORGANIZATION. ServiceNow shall designate a Chief Information Security Officer responsible for coordinating, managing, and monitoring ServiceNow’s information security function, policies, and procedures.

1.2 POLICIES. ServiceNow’s information security policies shall be (i) documented; (ii) reviewed and approved by management, including after material changes to the Subscription Service; and (iii) published, and communicated to personnel, contractors, and third parties with access to Customer Data, including appropriate ramifications for non-compliance.

1.3 RISK MANAGEMENT. ServiceNow shall perform information security risk assessments as part of a risk governance program that is established with the objective to regularly test, assess and evaluate the effectiveness of the Security Program. Such assessment shall be designed to recognize and assess the impact of risks and implement identified risk reduction or mitigation strategies to address new and evolving security technologies, changes to industry standard practices, and changing security threats. ServiceNow shall have the risk program audited annually by an independent third-party in accordance with Section 2.1 (Certifications and Attestations) of this Data Security Addendum (“**DSA**”).

2. CERTIFICATIONS AND AUDITS

2.1 CERTIFICATIONS AND ATTESTATIONS. ServiceNow shall establish and maintain sufficient controls to meet certification and attestation for the objectives stated in ISO 27001, ISO 27018, SSAE 18 / SOC 1 and SOC 2 Type 2 (or equivalent standards) for the Security Program supporting the Subscription Service. At least once per calendar year, ServiceNow shall obtain an assessment against such standards and audit methodologies by an independent third-party auditor and make the executive reports available to the Customer

2.2 AUDIT. ServiceNow shall allow for and contribute to audits that include inspections by granting Customer (either directly or through its representative(s); provided that such representative(s) shall enter into written obligations of confidentiality and non-disclosure directly with ServiceNow), access to all reasonable and industry recognized documentation evidencing ServiceNow’s policies and procedures governing the security and privacy of Customer Data and its Security Program through ServiceNow’s self-access documentation portal (“**ServiceNow CORE**”) and at no additional costs (“**Audit**”). The information available in ServiceNow CORE will include documentation evidencing ServiceNow’s Security Program, as well as ServiceNow’s privacy policies and procedures regarding personal information processed within the Subscription Service, copies of certifications and attestation reports (including audits) listed above.

2.3 OUTPUT. Upon completion of the Audit, ServiceNow and Customer may schedule a mutually convenient time to discuss the output of the Audit. ServiceNow may in its sole discretion, consistent with industry and ServiceNow’s standards and practices, make commercially reasonable efforts to implement Customer’s suggested improvements noted in the Audit to improve ServiceNow’s Security Program. The Audit and the results derived therefrom are deemed to be the Confidential Information of Customer and ServiceNow.

3. PHYSICAL, TECHNICAL, AND ORGANIZATIONAL SECURITY MEASURES

3.1 PHYSICAL SECURITY MEASURES.

3.1.1. DATA CENTER FACILITIES. The data center facilities include (1) physical access restrictions and monitoring that shall include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter

deterrents (e.g. fencing, berms, guarded gates), on-site guards, biometric controls, CCTV, and secure cages; and (2) fire detection and fire suppression systems both localized and throughout the data center floor.

3.1.2. SYSTEMS, MACHINES AND DEVICES. The systems, machines and devices include (1) physical protection mechanisms; and (2) entry controls to limit physical access.

3.1.3. MEDIA. ServiceNow shall use NIST 800-88 industry standard (or substantially equivalent) destruction of sensitive materials, including Customer Data, before such media leaves ServiceNow's data centers for disposition.

3.2 TECHNICAL SECURITY MEASURES.

3.2.1. ACCESS ADMINISTRATION. Access to the Subscription Service by ServiceNow employees and contractors is protected by authentication and authorization mechanisms. User authentication is required to gain access to production and sub-production instances. Individuals are assigned a unique user account. Individual user accounts shall not be shared. Access privileges are based on job requirements using the principle of least privilege access and are revoked upon termination of employment or consulting relationships. Access entitlements are reviewed by management quarterly. Infrastructure access includes appropriate user account and authentication controls, which will include the required use of VPN connections, complex passwords with expiration dates, account lock-out enabled, and a two-factor authenticated connection.

3.2.2. SERVICE ACCESS CONTROL. The Subscription Service provides user and role-based access controls. Customer is responsible for configuring such access controls within its instance.

3.2.3. LOGGING AND MONITORING. The production infrastructure log activities are centrally collected, are secured in an effort to prevent tampering, and are monitored for anomalies by a trained security team. ServiceNow shall provide a logging capability in the platform that captures login and actions taken by users in the ServiceNow application. Customer has full access to application audit logs within its instance(s), including successful and failed access attempts to Customer's instance(s). Customer is responsible for exporting application audit logs to Customer's syslog server through available built-in platform features.

3.2.4. FIREWALL SYSTEM. An industry-standard firewall is installed and managed to protect ServiceNow systems by residing on the network to inspect all ingress connections routed to the ServiceNow environment. ServiceNow managed firewall rules are reviewed quarterly. Customer shall be responsible for reviewing any Customer managed firewall rules on its instance(s).

3.2.5. VULNERABILITY MANAGEMENT. ServiceNow conducts quarterly security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, ServiceNow will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with ServiceNow's then-current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in all production systems.

3.2.6. ANTIVIRUS. ServiceNow updates antivirus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.

3.2.7. CHANGE CONTROL. ServiceNow evaluates changes to platform, applications, and production infrastructure to minimize risk and such changes are implemented following ServiceNow's standard operating procedure.

3.2.8. DATA SEPARATION. Customer Data shall be maintained within a logical single-tenant architecture on multi-tenant cloud infrastructure that is logically and physically separate from ServiceNow's corporate infrastructure.

3.2.9. CONFIGURATION MANAGEMENT. ServiceNow shall implement and maintain standard hardened configurations for all system components within the Subscription Service. ServiceNow shall use industry standard hardening guides, such as guides from the Center for Internet Security, when developing standard hardening configurations.

3.2.10. DATA ENCRYPTION IN TRANSIT. ServiceNow shall use industry standard encryption to encrypt Customer Data in transit over public networks to the Subscription Service.

3.2.11. DATA ENCRYPTION AT REST. ServiceNow shall provide encryption at rest capability for column level encryption, which Customer may enable at its sole discretion. Customer may purchase additional data-at-rest encryption capabilities if offered by ServiceNow during the Subscription Term.

3.2.12. SECURE SOFTWARE DEVELOPMENT. ServiceNow shall implement and maintain secure application development policies and procedures aligned with industry standard practices such as the OWASP Top Ten (or a substantially

equivalent standard). All personnel responsible for secure application design and development will receive appropriate training regarding ServiceNow's secure application development practices.

3.2.13. SECURE CODE REVIEW. ServiceNow shall perform a combination of static and dynamic testing of code prior to the release of such code to Customers. Vulnerabilities shall be addressed in accordance with its then current software vulnerability management program. Software patches are regularly made available to Customers to address known vulnerabilities.

3.2.14. ILLICIT CODE. The Subscription Service shall not contain viruses, malware, worms, date bombs, time bombs, shut-down devices, that may result in, either: (a) any inoperability of the Subscription Service; or (b) any interruption, interference with the operation of the Subscription Service (collectively, "**Illicit Code**"). If the Subscription Service is found to contain any Illicit Code that adversely affects the performance of the Subscription Service or causes a material security risk to Customer Data, ServiceNow shall, as Customer's exclusive remedy, use commercially reasonable efforts to remove the Illicit Code or to advise and assist Customer to remove such Illicit Code.

3.3 ORGANIZATIONAL SECURITY MEASURES.

3.3.1. DATA CENTER INSPECTIONS. ServiceNow performs routine reviews of data centers to confirm that the data centers continue to maintain appropriate security controls necessary to comply with the Security Program.

3.3.2. PERSONNEL SECURITY. ServiceNow performs background screening on all employees and all contractors who have access to Customer Data in accordance with ServiceNow's then-current applicable standard operating procedure and subject to Law.

3.3.3. SECURITY AWARENESS AND TRAINING. ServiceNow maintains a security and privacy awareness program that includes appropriate training and education of ServiceNow personnel, including any contractors or third parties that may access Customer Data. Such training is conducted at time of hire and at least annually throughout employment at ServiceNow.

3.3.4. VENDOR RISK MANAGEMENT. ServiceNow maintains a vendor risk management program that assesses all vendors that access, store, process, or transmit Customer Data for appropriate security and privacy controls and business disciplines.

3.3.5. SOFTWARE AND ASSET INVENTORY. ServiceNow shall maintain an inventory of all software components (including, but not limited to, open source software) used in the Subscription Service, and inventory all media and equipment where Customer Data is stored.

3.3.6. WORKSTATION SECURITY. ServiceNow shall implement and maintain security mechanisms on personnel workstations, including firewalls, anti-virus, and full disk encryption. ServiceNow shall restrict personnel from disabling security mechanisms.

4. SERVICE CONTINUITY

4.1 DATA MANAGEMENT; DATA BACKUP. ServiceNow will host the purchased instances of the Subscription Service in a pair of data centers that attained SSAE 18 Type 2 attestations or have ISO 27001 certifications (or equivalent or successor attestations or certifications) acting in an active/active capacity for the Subscription Term. Each data center includes full redundancy (N+1) and fault tolerant infrastructure for electrical, cooling and network systems. The deployed servers are enterprise scale servers with redundant power to ensure maximum uptime and service availability. The production database systems are replicated in near real time to a mirrored data center in a different geographic region. Each Customer instance is supported by a network configuration with multiple connections to the Internet. ServiceNow backs up all Customer Data in accordance with ServiceNow's standard operating procedure.

4.2 DISASTER RECOVERY. ServiceNow shall (i) maintain a disaster recovery ("**DR**") related plan that is consistent with industry standards for the Subscription Service; (ii) test the DR plan at least once every year; (iii) make available summary test results which will include the actual recovery point and recovery times; and (iv) document any action plans within the summary test results to promptly address and resolve any deficiencies, concerns, or issues that prevented or may prevent the Subscription Service from being recovered in accordance with the DR plan.

4.3 BUSINESS CONTINUITY. ServiceNow shall maintain a business continuity plan ("**BCP**") to minimize the impact to its provision and support of the Subscription Service from an event. The BCP shall: (i) include processes for protecting personnel and assets and restoring functionality in accordance with the time frames outlined therein; and (ii) be tested annually and updated based on any deficiencies, identified during such tests.

4.4 PERSONNEL. In the event of an emergency that renders the customer support telephone system unavailable, all calls are routed to an answering service that will transfer to a ServiceNow telephone support representative, geographically distributed to ensure business continuity for support operations.

5. MONITORING AND INCIDENT MANAGEMENT

5.1 MONITORING, MANAGEMENT AND NOTIFICATION.

5.1.1. INCIDENT MONITORING AND MANAGEMENT. ServiceNow will monitor, analyze, and respond to security incidents in a timely manner in accordance with ServiceNow's standard operating procedure. ServiceNow's security group will escalate and engage response teams as may be necessary to address a security incident.

5.1.2. BREACH NOTIFICATION. ServiceNow will report to Customer any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data (a "**Breach**") without undue delay following determination by ServiceNow that a Breach has occurred.

5.1.3. REPORT. The initial report will be made to Customer security contact(s) designated in ServiceNow's Support Portal (or if no such contact(s) are designated, to the primary technical contact designated by Customer). As information is collected or otherwise becomes available, ServiceNow shall provide without undue delay any further information regarding the nature and consequences of the Breach to allow Customer to notify relevant parties, including affected individuals, government agencies, and data protection authorities in accordance with Data Protection Laws. The report will include the name and contact information of the ServiceNow contact from whom additional information may be obtained. ServiceNow shall inform Customer of the measures that ServiceNow will adopt to mitigate the cause of the Breach and to prevent future Breaches.

5.1.4. CUSTOMER OBLIGATIONS. Customer will cooperate with ServiceNow by providing any information that is reasonably requested by ServiceNow to resolve any security incident, including any Breaches, identify its root cause(s), and prevent a recurrence. Customer is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted Data Subjects and for providing such notice.

5.2 COOKIES. When providing the Subscription Service, ServiceNow uses cookies to: (a) track session state; (b) route a browser request to a specific node when multiple nodes are assigned; and (c) recognize a user upon returning to the Subscription Service. Customer shall be responsible for providing notice to, and collecting any necessary consents from, its users of the Subscription Service for ServiceNow's use of cookies.

6. PENETRATION TESTS

6.1 BY A THIRD-PARTY. ServiceNow contracts with third-party vendors to perform a penetration test on the ServiceNow application per family release to identify risks and remediation options that help increase security. ServiceNow shall make executive reports from the penetration testing available to Customer in ServiceNow CORE.

6.2 BY CUSTOMER. No more than once per calendar year Customer may request to perform, at its own expense, an application penetration test. Additional tests within a Release Family may be requested and if allowed, shall be subject to a fee. Prior to conducting any penetration test, Customer shall notify ServiceNow by submitting a request to schedule such a test using the Support Portal per ServiceNow's then-current penetration testing policy and procedure, including entering into ServiceNow's penetration test agreement. Customer shall not perform a penetration test without ServiceNow's express written authorization. In the event Customer authorized penetration testing identifies vulnerabilities that ServiceNow is able to reproduce, ServiceNow shall, consistent with industry-standard practices, use commercially reasonable efforts to promptly make any necessary changes to improve the security of the Subscription Service. ServiceNow's approval for a Customer to perform a penetration test as set forth in this Section 6.2 includes the ability for Customer to retest the detected vulnerabilities from the initial penetration test.

7. SHARING THE SECURITY RESPONSIBILITY

7.1 PRODUCT CAPABILITIES. The Subscription Service allows Customer to: (a) authenticate users before accessing the Customer's instance; (b) integrate with SAML solutions (c) encrypt passwords; (d) allow users to manage passwords; and (e) prevent access by users with an inactive account. Customer manages each user's access to and use of the Subscription Service by assigning to each user a credential and user type that controls the level of access to the Subscription Service. Customer is solely responsible for reviewing ServiceNow's Security Program and making an independent determination as to whether it meets Customer's requirements, taking into account the type and sensitivity of Customer Data that Customer

processes within the Subscription Service. Customer shall be responsible for implementing encryption and access control functionalities available within the Subscription Service for protecting all Customer Data containing sensitive data, including credit card numbers, social security and other government-issued identification numbers, financial and health information, Personal Data (including any data deemed sensitive or “special categories of personal data” under Data Protection Laws). Customer is solely responsible for its decision not to encrypt such Customer Data and ServiceNow will have no liability to the extent that damages would have been mitigated by Customer’s use of such encryption measures. Customer is responsible for protecting the confidentiality of each user’s login and password and managing each user’s access to the Subscription Service. Customer shall be responsible for implementing ServiceNow’s documented best practices and hardening guidelines for securing its ServiceNow instances.

7.2 SECURITY CONTACT. In accordance with Section 1.4.2 (Customer Responsibilities) of the Customer Support Policy (www.servicenow.com/upgrade-schedules.html), Customer agrees to identify and maintain appropriate security contact(s) for all information security incident and information security-related communication within the Support Portal.

7.3 LIMITATIONS. Notwithstanding anything to the contrary in this DSA or other parts of the Agreement, ServiceNow’s obligations herein are only applicable to the Subscription Service. This DSA does not apply to: (a) information shared with ServiceNow that is not Customer Data; (b) data in Customer’s VPN or a third-party network; and (c) any data processed by Customer or its users in violation of the Agreement or this DSA.

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DATA PROCESSING ADDENDUM

All capitalized terms not defined in this Data Processing Addendum (“DPA”) have the meaning given to them in other parts of the Agreement.

1. DEFINITIONS

1.1 “Data Controller” means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of Processing of Personal Data. For purposes of this DPA, Data Controller is Customer and, where applicable, its Affiliates either permitted by Customer to submit Personal Data to the Subscription Service or whose Personal Data is Processed in the Subscription Service.

1.2 “Data Processor” means the natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of the Data Controller. For purposes of this DPA, Data Processor is the ServiceNow entity that is a party to the Agreement.

1.3 “Data Protection Laws” means all applicable laws and regulations regarding the Processing of Personal Data.

1.4 “Data Subject” means an identified or identifiable natural person.

1.5 “Instructions” means Data Controller’s documented data Processing instructions issued to Data Processor in compliance with this DPA.

1.6 “Personal Data” means any information relating to a Data Subject uploaded by or for Customer or Customer’s agents, employees, or contractors to the Subscription Service as Customer Data.

1.7 “Process” or “Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.8 “Professional Services” means any consulting or development services provided by or on behalf of ServiceNow pursuant to an agreed statement of work or packaged professional services described or referenced in a signed ordering document.

1.9 “Sub-Processor” means any legal person or entity engaged in the Processing of Personal Data by Data Processor. For the avoidance of doubt, ServiceNow’s colocation datacenter facilities are not Sub-Processors under this DPA.

1.10 “Subscription Service” means the ServiceNow software as a service (SaaS) offering ordered by Customer under an Order Form, Use Authorization or other signed ordering document between ServiceNow and Customer.

2. SCOPE OF THE PROCESSING

2.1 COMMISSIONED PROCESSOR. Data Controller appoints Data Processor to Process Personal Data on behalf of Data Controller as described in the Agreement and in accordance with the Instructions.

2.2 INSTRUCTIONS. The Agreement constitutes Data Controller’s initial written Instructions to Data Processor for Processing of Personal Data. Data Controller may issue additional or alternate Instructions provided that such Instructions are: (a) consistent with the purpose and the scope of the Agreement; and (b) confirmed in writing by Data Controller. For the avoidance of doubt, Data Controller shall not use additional or alternate Instructions to alter the scope of the Agreement. Data Controller is responsible for ensuring its Instructions to Data Processor comply with Data Protection Laws.

2.3 NATURE, SCOPE AND PURPOSE OF THE PROCESSING. Data Processor shall only Process Personal Data in accordance with Data Controller’s Instructions and to the extent necessary for providing the Subscription Service and the Professional Services, each as described in the Agreement. Data Controller acknowledges all Personal Data it instructs Data Processor to Process for the purpose of providing the Professional Services must be limited to the Customer Data Processed within the Subscription Service.

2.4 CATEGORIES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS. Data Controller may submit Personal Data to the Subscription Service as Customer Data, the extent of which is determined and controlled by Data Controller in its sole discretion and is further described in Appendix 1.

3. DATA CONTROLLER

3.1 CUSTOMER'S AFFILIATES. The obligations of Data Processor set forth herein will extend to Customer's Data Controller Affiliates to which Customer provides access to the Subscription Service or whose Personal Data is Processed within the Subscription Service, subject to the following conditions:

3.1.1. COMPLIANCE. Customer shall at all times be liable for its Affiliates' compliance with this DPA and all acts and omissions by a Data Controller Affiliate are considered acts and omissions of Customer.

3.1.2. CLAIMS. Customer's Data Controller Affiliates will not bring a claim directly against Data Processor. In the event a Data Controller Affiliate wishes to assert a valid legal action, suit, claim or proceeding against Data Processor (a "**Data Controller Affiliate Claim**"): (i) Customer must bring such Data Controller Affiliate Claim directly against Data Processor on behalf of such Data Controller Affiliate, unless Data Protection Laws require that Data Controller Affiliate be party to such Data Controller Affiliate Claim; and (ii) all Data Controller Affiliate Claims will be considered claims made by Customer and are at all times subject to any aggregate limitation of liability set forth in the Agreement.

3.1.3. DATA CONTROLLER AFFILIATE ORDERING. If a Data Controller Affiliate purchased a separate instance of the Subscription Service under the terms of the signed master agreement between ServiceNow and Customer, then such Data Controller Affiliate will be deemed a party to this DPA and shall be treated as Customer under the terms of this DPA.

3.2 SECURITY RISK ASSESSMENT. Data Controller agrees that in accordance with Data Protection Laws and before submitting any Personal Data to the Subscription Service, Data Controller will perform an appropriate risk assessment to determine whether the security measures within the Subscription Service provide an adequate level of security, taking into account the nature, scope, context and purposes of the processing, the risks associated with the Personal Data and the applicable Data Protection Laws. Data Processor shall provide Data Controller reasonable assistance by providing Data Controller with information requested by Data Controller to conduct Data Controller's security risk assessment. Data Controller is solely responsible for determining the adequacy of the security measures within the Subscription Service in relation to the Personal Data Processed. As further described in the Agreement, the Subscription Service includes, without limitation, column level encryption functionality and role-based access control, which Data Controller may use in its sole discretion to ensure a level of security appropriate to the risk of the Personal Data. For clarity, Data Controller may influence the scope and the manner of Processing of its Personal Data by its own implementation, configuration (i.e., different types of encryption) and use of the Subscription Service, including any other products or services offered by ServiceNow and third-party integrations.

3.3 COMMUNICATION. Unless otherwise provided in this DPA, all requests, notices, cooperation, and communication, including Instructions issued or required under this DPA (collectively, "**Communication**"), must be in writing and between Customer and ServiceNow only and Customer shall inform the applicable Data Controller Affiliate of any Communication from ServiceNow pursuant to this DPA. Customer shall be solely responsible for ensuring any Communications (including Instructions) it provides to ServiceNow relating to Personal Data for which a Customer Affiliate is Data Controller reflect the relevant Customer Affiliate's intentions.

4. DATA PROCESSOR

4.1 DATA CONTROLLER'S INSTRUCTIONS. Data Processor will have no liability for any harm or damages resulting from Data Processor's compliance with unlawful Instructions received from Data Controller. Where Data Processor believes compliance with Data Controller's Instructions could result in a violation of Data Protection Laws or is not in the ordinary course of Data Processor's obligations in operating the Subscription Service or delivering Professional Services, Data Processor shall promptly notify Data Controller thereof. Data Controller acknowledges Data Processor is reliant on Data Controller's representations regarding the extent to which Data Controller is entitled to Process Personal Data.

4.2 DATA PROCESSOR PERSONNEL. Access to Personal Data by Data Processor will be limited to personnel who require such access to perform Data Processor's obligations under the Agreement and who are bound by obligations to maintain the confidentiality of such Personal Data at least as protective as those set forth herein and in the Agreement.

4.3 DATA SECURITY MEASURES. Without prejudice to Data Controller's security risk assessment obligations under Section 3.2 (Security Risk Assessment) above, Data Processor shall maintain appropriate technical and organizational safeguards to protect the security, confidentiality, and integrity of Customer Data, including any Personal Data contained therein, as described in the Agreement. Such measures are designed to protect Customer Data from loss, alteration, unauthorized access, acquisition, use, disclosure, or accidental or unlawful destruction, and include:

4.3.1. SERVICE ACCESS CONTROL. The Subscription Service provides user and role based access controls. Data Controller is responsible for configuring such access controls within its instance.

4.3.2. LOGGING AND MONITORING. The production infrastructure log activities are centrally collected, are secured in an effort to prevent tampering, and are monitored for anomalies by a trained security team. ServiceNow shall provide a logging capability in the platform that captures login and actions taken by users in the ServiceNow application. Customer has full access to application audit logs within its instance(s), including successful and failed access attempts to Customer's instance(s). Customer is responsible for exporting application audit logs to Customer's syslog server through available built-in platform features.

4.3.3. DATA SEPARATION. Customer Data shall be maintained within a logical single-tenant architecture on multi-tenant cloud infrastructure that is logically and physically separate from ServiceNow's corporate infrastructure.

4.3.4. SERVICE CONTINUITY. The production database servers are replicated in near real time to a mirrored data center in a different geographic region.

4.3.5. TESTING. Data Processor regularly tests, assess and evaluates the effectiveness of its information security program and may periodically review and update such program to address new and evolving security technologies, changes to industry standard practices, and changing security threats.

4.4 DELETION OF PERSONAL DATA. Upon termination or expiration of the Agreement, Data Processor shall return and delete Customer Data, including Personal Data contained therein, as described in the Agreement. ServiceNow shall use NIST 800-88 industry standard (or substantially equivalent) destruction of sensitive materials, including Customer Data, before such media leaves ServiceNow's data centers for disposition.

4.5 DATA PROCESSOR ASSISTANCE. Data Processor will assist Data Controller in ensuring compliance with Data Controller's obligations pursuant to Data Protection Laws taking into account the nature of Processing by providing Data Controller with reasonable information requested pursuant to the terms of this DPA, including information required to conduct Data Controller's data protection impact assessments and prior consultations with supervisory authorities, where required. For clarity, Data Controller is solely responsible for carrying out its obligations under Data Protection Laws and this DPA. Data Processor shall not undertake any task that can be performed by Data Controller.

4.6 DATA PROTECTION CONTACT. ServiceNow and its Sub-Processor Affiliates (defined below) will maintain a dedicated data protection team to respond to data protection inquiries throughout the duration of this DPA and can be contacted at privacy@servicenow.com.

5. REQUESTS MADE FROM DATA SUBJECTS AND AUTHORITIES

5.1 REQUESTS FROM DATA SUBJECTS. During the Subscription Term, Data Processor shall provide Data Controller with the ability to access, correct, rectify, erase, or block Personal Data, or to transfer or port such Personal Data, within the Subscription Service, as may be required under Data Protection Laws (collectively, "**Data Subject Requests**").

5.2 RESPONSES. Data Controller will be solely responsible for responding to any Data Subject Requests, provided that Data Processor shall reasonably cooperate with the Data Controller to respond to Data Subject Requests to the extent Data Controller is unable to fulfill such Data Subject Requests using the functionality in the Subscription Service. Data Processor will instruct the Data Subject to contact the Customer in the event Data Processor receives a Data Subject Request directly.

5.3 REQUESTS FROM AUTHORITIES. In the case of a notice, audit, inquiry, or investigation by a government body, data protection authority, or law enforcement agency regarding the Processing of Personal Data, Data Processor shall promptly notify Data Controller unless prohibited by applicable law. Each party shall cooperate with the other party by providing all reasonable information requested in the event the other party is required to produce such information to a data protection authority.

6. BREACH NOTIFICATION

6.1 NOTIFICATION. Data Processor will report to Data Controller any accidental or unlawful destruction, loss, alteration, unauthorized disclosure, of or access to Customer Data (“**Breach**”) without undue delay following determination by ServiceNow that a Breach has occurred.

6.2 REPORT. The initial report will be made to Data Controller’s security or privacy contact(s) designated in ServiceNow’s customer support portal (or if no such contact(s) are designated, to the primary technical contact designated by Customer). As information is collected or otherwise becomes available, Data Processor shall provide without undue delay any further information regarding the nature and consequences of the Breach to allow Data Controller to notify relevant parties, including affected Data Subjects, government agencies and data protection authorities in accordance with Data Protection Laws. The report will include the name and contact information of the Data Processor contact from whom additional information may be obtained. Data Processor shall inform Customer of the measures that it will adopt to mitigate the cause of the Breach and to prevent future Breaches.

6.3 DATA CONTROLLER OBLIGATIONS. Data Controller will cooperate with Data Processor in maintaining accurate contact information in the customer support portal and by providing any information that is reasonably requested to resolve any security incident, including any Breaches, identify its root cause(s) and prevent a recurrence. Data Controller is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted Data Subjects and for providing such notice.

7. CUSTOMER MONITORING RIGHTS

7.1 CERTIFICATIONS AND ATTESTATIONS. ServiceNow shall establish and maintain sufficient controls to meet certification and attestation for the objectives stated in ISO 27001, ISO 27018, SSAE 18 / SOC 1 and SOC 2 Type 2 (or equivalent standards) for the Security Program supporting the Subscription Service. At least once per calendar year, ServiceNow shall obtain an assessment against such standards and audit methodologies by an independent third-party auditor and make the executive reports available to the Customer.

7.2 AUDIT. Data Processor shall allow for and contribute to audits that include inspections by granting Customer (either directly or through its representative(s); provided that such representative(s) shall enter into written obligations of confidentiality and non-disclosure directly with ServiceNow), access to all reasonable and industry recognized documentation evidencing ServiceNow’s policies and procedures governing the security and privacy of Customer Data and its Security Program through ServiceNow’s self-access documentation portal (“**ServiceNow CORE**”) and at no additional costs (“**Audit**”). The information available in ServiceNow CORE will include documentation evidencing ServiceNow’s Security Program, as well as ServiceNow’s privacy policies and procedures regarding personal information processed within the Subscription Service, copies of certifications and attestation reports (including audits) listed above.

7.3 OUTPUT. Upon completion of the Audit, Data Processor and Customer may schedule a mutually convenient time to discuss the output of the Audit. Data Processor may in its sole discretion, consistent with industry and Data Processor’s standards and practices, make commercially reasonable efforts to implement Customer’s suggested improvements noted in the Audit to improve Data Processor’s Security Program. The Audit and the results derived therefrom are Confidential Information of Data Processor.

7.4 DATA CONTROLLER EXPENSES. Any expenses incurred by Data Controller in connection with the Audit shall be borne exclusively by Data Controller.

8. SUB-PROCESSORS

8.1 USE OF SUB-PROCESSORS. Data Controller authorizes Data Processor to engage Sub-Processors appointed in accordance with this Section 8.

8.1.1. SERVICENOW AFFILIATES. As of the Effective Date, Data Processor engages, as applicable, the following ServiceNow Affiliates as Sub-Processors: ServiceNow, Inc. (USA), ServiceNow Nederland B.V. (the Netherlands), ServiceNow Australia Pty Ltd (Australia), ServiceNow Software Development India Private Limited (India), ServiceNow UK Ltd. (United Kingdom), ServiceNow Ireland Limited (Ireland), and ServiceNow Japan G.K. (Japan) (collectively, “**Sub-Processor Affiliates**”). Data Processor will notify Data Controller of changes regarding such Sub-Processor Affiliates through Data Processor’s Support Portal (or other mechanism used to notify its general customer base). Each Sub-Processor Affiliate shall comply with the obligations of the Agreement in the Processing of the Personal Data.

8.1.2. NEW SUB-PROCESSORS. Prior to Data Processor or a Data Processor Affiliate engaging a Sub-Processor, Data Processor shall: **(a)** notify Data Controller by email to Customer’s designated contact(s) or by notification within the Support Portal (or other mechanism used to notify its customer base); and **(b)** ensure such Sub-Processor entered into a written agreement with Data Processor (or the relevant Data Processor Affiliate) requiring the Sub-Processor abide by terms no less protective than those provided in this DPA. Upon written request by Data Controller, Data Processor shall make a summary of the data processing terms available to Data Controller. Data Controller may request in writing reasonable additional information with respect to Sub-Processor’s ability to perform the relevant Processing activities in accordance with this DPA.

8.2 RIGHT TO OBJECT. Data Controller may object to Data Processor’s proposed use of a new Sub-Processor by notifying Data Processor within 10 days after receipt of Data Processor’s notice if Data Controller reasonably determines such Sub-Processor is unable to Process Personal Data in accordance with the terms of this DPA (“**Objection Notice**”). In the event Data Controller submits its Objection Notice, Data Processor shall reasonably consider such objection and will notify Data Controller if it intends to provide the applicable Subscription Service or Professional Services with the use of the Sub-Processor at issue (“**Processor Notice**”). Customer may terminate the applicable Order Form(s), Use Authorization(s) with respect to the Professional Service or Subscription Service requiring use of the Sub-Processor at issue upon written notice to ServiceNow within 10 days of the date of Processor Notice (“**Termination Period**”). ServiceNow will, as Customer’s sole and exclusive remedy, refund to Customer any unused prepaid fees following the effective date of termination for the terminated services. For clarity, Data Processor will not engage the new Sub-Processor at issue until the expiration of the Termination Period.

8.3 LIABILITY. Use of a Sub-Processor will not relieve, waive, or diminish any obligation of Data Processor under the Agreement, and Data Processor is liable for the acts and omissions of any Sub-Processor to the same extent as if the acts or omissions were performed by Data Processor.

9. INTERNATIONAL DATA TRANSFERS

9.1 STANDARD CONTRACTUAL CLAUSES AND ADEQUACY. Where required under Data Protection Laws, Data Processor or Data Processor’s Affiliates shall require Sub-Processors to abide by **(a)** the Standard Contractual Clauses for Data Processors established in third countries; or **(b)** another lawful mechanism for the transfer of Personal Data as approved by the European Commission.

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APPENDIX 1

DETAILS OF PROCESSING

Duration of Processing

Data Processor will Process Personal Data for the duration of the Agreement and in accordance with Section 4 (Data Processor) of this DPA.

Data Subjects

Data Controller may submit Personal Data to the Subscription Service, the extent of which is solely determined by Data Controller, and may include Personal Data relating to the following categories of Data Subjects:

- clients and other business contacts;
- employees and contractors;
- subcontractors and agents; and
- consultants and partners.

Categories of Personal Data

Data Controller may submit Personal Data to the Subscription Service, the extent of which is solely determined by Data Controller, and may include the following categories:

- communication data (e.g. telephone, email);
- business and personal contact details; and
- other Personal Data submitted to the Subscription Service.

Special Categories of Personal Data

Data Controller may submit Special Categories of Personal Data to the Subscription Service, the extent of which is solely determined by Data Controller in compliance with Data Protection Laws, and may include the following categories, if any:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade union membership;
- genetic data or biometric data;
- health information; and
- sex life or sexual orientation.

Processing Operations

The personal data transferred is subject to the following basic processing activities:

- All activities necessary for the performance of the Agreement.

SERVICENOW GOVERNMENT COMMUNITY CLOUD ADDENDUM

This addendum (“**Addendum**”) sets forth the additional terms applicable to ServiceNow’s operation and Customer’s use of the ServiceNow subscription services and products that use data hosting in ServiceNow’s Government Community Cloud (“**GCC**”) environment (“**GCC Hosted Products**”). For all GCC Hosted Products the following provisions shall replace or supplement the equivalent provisions of the ServiceNow Terms of Service. To the extent there is any conflict between the Terms of Service and the terms of this Addendum, the terms of this Addendum shall prevail with respect to GCC Hosted Products. All capitalized terms not defined in this Addendum have the meaning given to them in the Terms of Service.

1. **Support.** Customer Support for the GCC Hosted Products will be provided by ServiceNow’s technical support team located in the U.S., by personnel who are U.S. citizens or permanent residents with at least three years of residency in the U.S.
2. **Data Security Addendum.** Notwithstanding anything to the contrary in the Terms of Service, the data security provisions for the GCC Hosted Products are set forth in the Government Community Cloud Data Security Addendum attached hereto and incorporated herein as Exhibit A and any references to the “Data Security Addendum” or “DSA” or “Data Security Guide” or “DSG” or any other reference to data security terms in the DPA or the Terms of Service shall instead refer to the attached Government Community Cloud Data Security Addendum.
3. **Customer Monitoring Rights.** All references in the DPA regarding Customer’s ability to audit ServiceNow’s policies and procedures governing the security of Customer Data shall be replaced with the following: “Data Processor shall enable Customer to conduct an audit of ServiceNow in accordance with Section 2 of the Government Community Cloud Data Security Addendum.”

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EXHIBIT A

GOVERNMENT COMMUNITY CLOUD DATA SECURITY ADDENDUM

All capitalized terms not defined in this Government Community Cloud Data Security Addendum (“GCCDSA”) have the meaning given to them in other parts of the Agreement.

1. SECURITY PROGRAM

While providing the Subscription Service, ServiceNow will maintain a written information security program of policies, procedures and controls aligned to NIST Special Publication 800-53, or substantially equivalent standard, governing the processing, storage, transmission and security of Customer Data (the “**Security Program**”). The Security Program includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. ServiceNow updates the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats.

1.1 SECURITY ORGANIZATION. ServiceNow shall designate a Chief Information Security Officer responsible for coordinating, managing, and monitoring ServiceNow’s information security function, policies, and procedures.

1.2 POLICIES. ServiceNow’s information security policies shall be (i) documented; (ii) reviewed and approved by management, including after material changes to the Subscription Service; and (iii) published, and communicated to personnel, and contractors, and including appropriate ramifications for non-compliance.

1.3 RISK MANAGEMENT. ServiceNow shall perform information security risk assessments as part of a risk governance program that is established with the objective to regularly test, assess and evaluate the effectiveness of the Security Program. Such assessment shall be designed to recognize and assess the impact of risks and implement identified risk reduction or mitigation strategies to address new and evolving security technologies, changes to industry standard practices, and changing security threats. ServiceNow shall have the risk program audited annually by an independent third-party in accordance with Section 2 of this GCCDSA.

2. FEDRAMP HIGH AND DEPARTMENT OF DEFENSE (“DOD”) IMPACT LEVEL 4 (“IL4”) AUTHORIZATION

ServiceNow shall establish and maintain the controls as detailed in the System Security Plan supporting the Subscription Service provisional Authorization to Operate (“**P-ATO**”). At least once per calendar year, ServiceNow shall obtain an assessment against such standards and audit methodologies by a Third-Party Assessment Organization (“**3PAO**”) and make the executive reports available to the Customer.

2.1 AUDIT. ServiceNow shall allow for and contribute to audits that include inspections by granting Customer (either directly or through its representative(s); provided that such representative(s) shall enter into written obligations of confidentiality and non-disclosure directly with ServiceNow), access to reasonable and industry recognized documentation evidencing ServiceNow’s policies and procedures governing the security and privacy of Customer Data and its Security Program through ServiceNow’s self-access documentation portal (“**ServiceNow CORE**”) or alternative documentation portal and at no additional costs (“**Audit**”). The information available in ServiceNow CORE will include documentation evidencing ServiceNow’s Security Program, as well as ServiceNow’s privacy policies and procedures regarding personal information processed within the Subscription Service. Upon written request ServiceNow shall make available the FedRAMP High and IL4 Authorization reports

2.2 OUTPUT. Upon completion of the Audit, ServiceNow and Customer may schedule a mutually convenient time to discuss the output of the Audit. ServiceNow may in its sole discretion, consistent with industry and ServiceNow’s standards and practices, make commercially reasonable efforts to implement Customer’s suggested improvements noted in the Audit to improve ServiceNow’s Security Program. The Audit and the results derived therefrom are deemed to be the Confidential Information of Customer and ServiceNow.

3. PHYSICAL, TECHNICAL, AND ORGANIZATIONAL SECURITY MEASURES

3.1 PHYSICAL SECURITY MEASURES.

3.1.1. DATA CENTER FACILITIES. The data center facilities include (1) physical access restrictions and monitoring that shall include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter deterrents (e.g. fencing, berms, guarded gates), on-site guards, biometric controls, CCTV, and secure cages; (2) fire detection

and fire suppression systems both localized and throughout the data center floor; and (3) the systems, machines and devices include physical protection mechanisms and entry controls to limit physical access.

3.2 TECHNICAL SECURITY MEASURES.

3.2.1. ACCESS ADMINISTRATION. Access to the Subscription Service by ServiceNow employees and contractors is protected by authentication and authorization mechanisms. User authentication is required to gain access to production and sub-production instances. Individuals are assigned a unique user account. Individual user accounts shall not be shared. Access privileges are based on job requirements and limited to that required for personnel to undertake their duties and are revoked upon termination of employment or consulting relationship. Access entitlements are reviewed by management quarterly. Infrastructure access includes appropriate user account and authentication controls, which will include the required use of VPN connections, complex passwords with expiration dates, account lock-out enabled, and a two-factor authenticated connection.

3.2.2. LOGGING AND MONITORING. The production infrastructure log activities are centrally collected, are secured in an effort to prevent tampering, and are monitored for anomalies by a trained security team.

3.2.3. FIREWALL SYSTEM. An industry-standard firewall is installed and managed to protect ServiceNow systems by residing on the network to inspect ingress connections routed to the ServiceNow environment. ServiceNow managed firewall rules are reviewed quarterly.

3.2.4. VULNERABILITY MANAGEMENT. ServiceNow conducts monthly security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, ServiceNow will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with ServiceNow's then-current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in production systems.

3.2.5. ANTIVIRUS. ServiceNow updates antivirus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.

3.2.6. CHANGE CONTROL. ServiceNow evaluates changes to applications supporting the production infrastructure to minimize risk and such changes are implemented following ServiceNow's standard operating procedure.

3.2.7. DATA SEPARATION. Customer Data shall be maintained on cloud infrastructure that is logically and physically separate from ServiceNow's corporate infrastructure.

3.2.8. CONFIGURATION MANAGEMENT. ServiceNow shall implement and maintain standard hardened configurations for all system components within the Subscription Service. ServiceNow shall use industry standard hardening guides, such as guides from the Center for Internet Security, when developing standard hardening configurations.

3.2.9. SECURE SOFTWARE DEVELOPMENT. ServiceNow shall implement and maintain secure application development policies and procedures aligned with industry standard practices such as the OWASP Top Ten (or a substantially equivalent standard). Personnel responsible for secure application design and development will receive appropriate training regarding ServiceNow's secure application development practices.

3.2.10. SECURE CODE REVIEW. ServiceNow shall perform a combination of static and dynamic testing of code prior to the release of such code to Customers. Vulnerabilities shall be addressed in accordance with its then current software vulnerability management program. Software patches are regularly made available to Customers to address known vulnerabilities.

3.2.11. ILLICIT CODE. The Subscription Service shall not contain viruses, malware, worms, date bombs, time bombs, shut-down devices, that may result in, either: (a) any inoperability of the Subscription Service; or (b) any interruption, interference with the operation of the Subscription Service (collectively, "**Illicit Code**"). If the Subscription Service is found to contain any Illicit Code that adversely affects the performance of the Subscription Service or causes a material security risk to Customer Data, ServiceNow shall, as Customer's exclusive remedy, use commercially reasonable efforts to remove the Illicit Code or to advise and assist Customer to remove such Illicit Code.

3.3 ORGANIZATIONAL SECURITY MEASURES.

3.3.1. PERSONNEL SECURITY. Background screening will be performed on all ServiceNow employees and contractors who have access to Customer Data in accordance with the ServiceNow's standard operating procedure.

3.3.2. SECURITY AWARENESS AND TRAINING. Security and privacy awareness training that includes appropriate training and education will be performed for all employees and contractors who have access to Customer Data. Such training is conducted at time of hire and at least annually throughout employment.

3.3.3. VENDOR RISK MANAGEMENT. ServiceNow maintains a vendor risk management program that assesses all vendors which access, store, process, or transmit Customer Data for appropriate security and privacy controls and business disciplines.

3.3.4. SOFTWARE AND ASSET INVENTORY. ServiceNow shall maintain an inventory of the software components (including, but not limited to, open source software) used in the Subscription Service, and inventory where Customer Data is stored.

3.3.5. WORKSTATION SECURITY. ServiceNow shall implement and maintain security mechanisms on personnel workstations, including firewalls, anti-virus, and full disk encryption. ServiceNow shall restrict personnel from disabling security mechanisms.

4. SERVICE CONTINUITY

4.1 DATA MANAGEMENT; DATA BACKUP. ServiceNow will host the purchased instances of the Subscription Service in a pair of data centers located in the geographic region denoted on the Order Form which have attained an SSAE 18 Type 2 attestations or have ISO 27001 certifications (or equivalent or successor attestations or certifications). The data centers operate in an active/active capacity for the Subscription Term. The production database systems are replicated in near real time to a different data center within the pair. ServiceNow backs up all Customer Data in accordance with ServiceNow's standard operating procedure.

4.2 DISASTER RECOVERY. ServiceNow shall (i) maintain a disaster recovery ("DR") related plan that is consistent with industry standards for the Subscription Service; (ii) test the DR plan at least once every year; (iii) make available summary test results which will include the actual recovery point and recovery times; and (iv) document any action plans within the summary test results to promptly address and resolve any deficiencies, concerns, or issues that prevented or may prevent the Subscription Service from being recovered in accordance with the DR plan.

4.3 BUSINESS CONTINUITY. ServiceNow shall maintain a business continuity plan ("BCP") to minimize the impact to its provision and support of the Subscription Service from an event. The BCP shall: (i) include processes for protecting personnel and assets and restoring functionality in accordance with the time frames outlined therein; and (ii) be tested annually and updated based on any deficiencies, identified during such tests.

5. MONITORING AND INCIDENT MANAGEMENT

5.1 MONITORING, MANAGEMENT AND NOTIFICATION.

5.1.1. INCIDENT MONITORING AND MANAGEMENT. ServiceNow will monitor, analyze, and respond to security incidents in a timely manner in accordance with ServiceNow's standard operating procedure. ServiceNow's security group will escalate and engage response teams as may be necessary to address a security incident.

5.1.2. BREACH NOTIFICATION. ServiceNow will report to Customer any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data (a "Breach") without undue delay following determination by ServiceNow that a Breach has occurred.

5.1.3. REPORT. The initial report will be made to Customer security contact(s) designated in ServiceNow's Support Portal (or if no such contact(s) are designated, to the primary technical contact designated by Customer). As information is collected or otherwise becomes available, ServiceNow shall provide without undue delay any further information regarding the nature and consequences of the Breach to allow Customer to notify relevant parties, including affected individuals, government agencies, and data protection authorities in accordance with Data Protection Laws. The report will include the name and contact information of the ServiceNow contact from whom additional information may be obtained. ServiceNow shall inform Customer of the measures that ServiceNow will adopt to mitigate the cause of the Breach and to prevent future Breaches.

5.1.4. CUSTOMER OBLIGATIONS. Customer will cooperate with ServiceNow by providing any information that is reasonably requested by ServiceNow to resolve any security incident, including any Breaches, identify its root cause(s), and prevent a recurrence. Customer is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted Data Subjects and for providing such notice.

5.2 COOKIES. When providing the Subscription Service, ServiceNow uses cookies to: (a) track session state; (b) route a browser request to a specific node when multiple nodes are assigned; and (c) recognize a user upon returning to the Subscription Service. Customer shall be responsible for providing notice to, and collecting any necessary consents from, its users of the Subscription Service for ServiceNow's use of cookies.

6. PENETRATION TESTS

6.1 BY A THIRD-PARTY. ServiceNow contracts with third-party vendors to perform a penetration test on the ServiceNow application per family release to identify risks and remediation options that help increase security. ServiceNow shall make executive reports from the penetration testing available to Customer in ServiceNow CORE.

6.2 BY CUSTOMER. No more than once per calendar year Customer may request to perform, at its own expense, an application penetration test. Additional tests within a Release Family may be requested and if allowed, shall be subject to a fee. Prior to conducting any penetration test, Customer shall notify ServiceNow by submitting a request to schedule such a test using the Support Portal per ServiceNow's then-current penetration testing policy and procedure, including entering into ServiceNow's penetration test agreement. Customer shall not perform a penetration test without ServiceNow's express written authorization. In the event Customer authorized penetration testing identifies vulnerabilities that ServiceNow is able to reproduce, ServiceNow shall, consistent with industry-standard practices, use commercially reasonable efforts to promptly make any necessary changes to improve the security of the Subscription Service. ServiceNow's approval for a Customer to perform a penetration test as set forth in this Section 6.2 includes the ability for Customer to retest the detected vulnerabilities from the initial penetration test.

7. SHARING THE SECURITY RESPONSIBILITY

7.1 PRODUCT CAPABILITIES. The Subscription Service allows Customer to: (a) authenticate users before accessing the Customer's instance; (b) encrypt passwords; (c) allow users to manage passwords; and (d) prevent access by users with an inactive account. Customer manages each user's access to and use of the Subscription Service by assigning to each user a credential and user type that controls the level of access to the Subscription Service. Customer is solely responsible for reviewing ServiceNow's Security Program and making an independent determination as to whether it meets Customer's requirements, taking into account the type and sensitivity of Customer Data that Customer processes within the Subscription Service. Customer shall be responsible for implementing encryption and access control functionalities within the instance for protecting all Customer Data containing sensitive data, including credit card numbers, social security and other government-issued identification numbers, financial and health information, Personal Data (including any data deemed sensitive or "special categories of personal data" under Data Protection Laws). Customer is solely responsible for its decision not to encrypt such Customer Data and ServiceNow will have no liability to the extent that damages would have been mitigated by Customer's use of such encryption measures. Customer is responsible for protecting the confidentiality of each user's login and password and managing each user's access to the Subscription Service. Customer shall be responsible for implementing ServiceNow's documented best practices and hardening guidelines for securing its ServiceNow instances.

7.2 SECURITY CONTACT. In accordance with Section 1.4.2 (Customer Responsibilities), of the Customer Support Addendum (www.servicenow.com/upgrade-schedules.html), Customer agrees to identify and maintain appropriate security contact(s) for all information security incident and information security-related communication within the Support Portal.

7.3 LIMITATIONS. Notwithstanding anything to the contrary in this GCCDSA or other parts of the Agreement, ServiceNow's obligations herein are only applicable to the Subscription Service. This GCCDSA does not apply to: (a) information shared with ServiceNow that is not Customer Data; (b) data in Customer's VPN or a third-party network; and (c) any data processed by Customer or its users in violation of the Agreement or this GCCDSA.

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SERVICENOW NATIONAL SECURITY CLOUD ADDENDUM

This addendum (“**Addendum**”) sets forth the additional terms applicable to ServiceNow’s operation and Customer’s use of the ServiceNow subscription services and products that use data hosting provided by third-party sub-processors (“**3rd Party Hosted Products**”). For all 3rd Party Hosted Products the following provisions shall replace or supplement the equivalent provisions of the ServiceNow Terms of Service. To the extent there is any conflict between the Terms of Service and the terms of this Addendum, the terms of this Addendum shall prevail with respect to 3rd Party Hosted Products. All capitalized terms not defined in this Addendum have the meaning given to them in the Terms of Service.

1. **Support.** Customer Support for the 3rd Party Hosted Products will be provided by ServiceNow’s technical support team located in the U.S., by personnel who are U.S. citizens or permanent residents with at least three years of residency in the U.S.
2. **Pre-approved Sub-Processors.** Notwithstanding anything to the contrary in the DPA or any other data processing agreement between Customer and ServiceNow, ServiceNow, Inc. and Microsoft Corporation (and any further sub-processors appointed by Microsoft) are added to the list of pre-approved sub-processors between ServiceNow and Customer for the 3rd Party Hosted Products.
3. **Data Security Addendum.** Notwithstanding anything to the contrary in the Terms of Service, the data security provisions for the 3rd Party Hosted Products are set forth in the National Security Cloud Data Security Addendum attached hereto and incorporated herein as Exhibit A and any references to the “Data Security Addendum” or “DSA” or “Data Security Guide” or “DSG” or any other reference to data security terms in the DPA or the Terms of Service shall instead refer to the attached National Security Cloud Data Security Addendum.
4. **Customer Monitoring Rights.** All references in the DPA regarding Customer’s ability to audit ServiceNow’s policies and procedures governing the security of Customer Data shall be replaced with the following: “Data Processor shall enable Customer to conduct an audit of ServiceNow in accordance with Section 2 of the National Security Cloud Data Security Addendum.”

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EXHIBIT A

NATIONAL SECURITY CLOUD DATA SECURITY ADDENDUM

All capitalized terms not defined in this National Security Cloud Data Security Addendum (“NSCDSA”) have the meaning given to them in other parts of the Terms of Service.

1. SECURITY PROGRAM

While providing the Subscription Service, ServiceNow will maintain a written information security program of policies, procedures and controls aligned to NIST Special Publication 800-53, or substantially equivalent standard, governing the processing, storage, transmission and security of Customer Data (the “**Security Program**”). The Security Program includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. ServiceNow updates the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats.

1.1 SECURITY ORGANIZATION. ServiceNow shall designate a Chief Information Security Officer responsible for coordinating, managing, and monitoring ServiceNow’s information security function, policies, and procedures.

1.2 POLICIES. ServiceNow’s information security policies shall be (i) documented; (ii) reviewed and approved by management, including after material changes to the Subscription Service; and (iii) published, and communicated to personnel, and contractors, and including appropriate ramifications for non-compliance.

1.3 RISK MANAGEMENT. ServiceNow shall perform information security risk assessments as part of a risk governance program that is established with the objective to regularly test, assess and evaluate the effectiveness of the Security Program. Such assessment shall be designed to recognize and assess the impact of risks and implement identified risk reduction or mitigation strategies to address new and evolving security technologies, changes to industry standard practices, and changing security threats. ServiceNow shall have the risk program audited annually by an independent third-party in accordance with Section 2 of this NSCDSA.

2. DEPARTMENT OF DEFENSE (DOD) IMPACT LEVEL 5 (IL5) AUTHORIZATION

ServiceNow shall establish and maintain an IL5 Authorization for the Security Program supporting the Subscription Service. At least once per calendar year, ServiceNow shall obtain an assessment against such standards and audit methodologies by a Third-Party Assessment Organization (“**3PAO**”) and make the executive reports available to the Customer.

2.1 AUDIT. ServiceNow shall allow for and contribute to audits that include inspections by granting Customer (either directly or through its representative(s); provided that such representative(s) shall enter into written obligations of confidentiality and non-disclosure directly with ServiceNow), access to reasonable and industry recognized documentation evidencing ServiceNow’s policies and procedures governing the security and privacy of Customer Data and its Security Program through ServiceNow’s self-access documentation portal (“**ServiceNow CORE**”) or alternative documentation portal and at no additional costs (“**Audit**”). The information available in ServiceNow CORE will include documentation evidencing ServiceNow’s Security Program, as well as ServiceNow’s privacy policies and procedures regarding personal information processed within the Subscription Service copies of IL5 Authorization executive report (including audits) listed above.

2.2 OUTPUT. Upon completion of the Audit, ServiceNow and Customer may schedule a mutually convenient time to discuss the output of the Audit. ServiceNow may in its sole discretion, consistent with industry and ServiceNow’s standards and practices, make commercially reasonable efforts to implement Customer’s suggested improvements noted in the Audit to improve ServiceNow’s Security Program. The Audit and the results derived therefrom are deemed to be the Confidential Information of Customer and ServiceNow.

3. PHYSICAL, TECHNICAL, AND ORGANIZATIONAL SECURITY MEASURES

3.1 PHYSICAL SECURITY MEASURES.

3.1.1. DATA CENTER FACILITIES. The data center facilities include (1) physical access restrictions and monitoring that shall include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter deterrents (e.g. fencing, berms, guarded gates), on-site guards, biometric controls, CCTV, and secure cages; and (2) fire detection and fire

suppression systems both localized and throughout the data center floor. The systems, machines and devices include physical protection mechanisms and entry controls to limit physical access.

3.2 TECHNICAL SECURITY MEASURES.

3.2.1. ACCESS ADMINISTRATION. Access to the Subscription Service by ServiceNow employees and contractors is protected by authentication and authorization mechanisms. User authentication is required to gain access to production and sub-production instances. Individuals are assigned a unique user account. Individual user accounts shall not be shared. Access privileges are based on job requirements and limited to that required for personnel to undertake their duties and are revoked upon termination of employment or consulting relationship. Access entitlements are reviewed by management quarterly. Infrastructure access includes appropriate user account and authentication controls, which will include the required use of VPN connections, complex passwords with expiration dates, account lock-out enabled, and a two-factor authenticated connection.

3.2.2. LOGGING AND MONITORING. The production infrastructure log activities are centrally collected, are secured in an effort to prevent tampering, and are monitored for anomalies by a trained security team.

3.2.3. FIREWALL SYSTEM. An industry-standard firewall is installed and managed to protect ServiceNow systems by residing on the network to inspect ingress connections routed to the ServiceNow environment. ServiceNow managed firewall rules are reviewed quarterly.

3.2.4. VULNERABILITY MANAGEMENT. ServiceNow conducts monthly security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, ServiceNow will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with ServiceNow's then-current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in production systems.

3.2.5. ANTIVIRUS. ServiceNow updates antivirus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.

3.2.6. CHANGE CONTROL. ServiceNow evaluates changes to applications supporting the production infrastructure to minimize risk and such changes are implemented following ServiceNow's standard operating procedure.

3.2.7. DATA SEPARATION. Customer Data shall be maintained on cloud infrastructure that is logically and physically separate from ServiceNow's corporate infrastructure.

3.2.8. CONFIGURATION MANAGEMENT. ServiceNow shall implement and maintain standard hardened configurations for all system components within the Subscription Service. ServiceNow shall use industry standard hardening guides, such as guides from the Center for Internet Security, when developing standard hardening configurations.

3.2.9. SECURE SOFTWARE DEVELOPMENT. ServiceNow shall implement and maintain secure application development policies and procedures aligned with industry standard practices such as the OWASP Top Ten (or a substantially equivalent standard). Personnel responsible for secure application design and development will receive appropriate training regarding ServiceNow's secure application development practices.

3.2.10. SECURE CODE REVIEW. ServiceNow shall perform a combination of static and dynamic testing of code prior to the release of such code to Customers. Vulnerabilities shall be addressed in accordance with its then current software vulnerability management program. Software patches are regularly made available to Customers to address known vulnerabilities.

3.2.11. ILLICIT CODE. The Subscription Service shall not contain viruses, malware, worms, date bombs, time bombs, shut-down devices, that may result in, either: (a) any inoperability of the Subscription Service; or (b) any interruption, interference with the operation of the Subscription Service (collectively, "Illicit Code"). If the Subscription Service is found to contain any Illicit Code that adversely affects the performance of the Subscription Service or causes a material security risk to Customer Data, ServiceNow shall, as Customer's exclusive remedy, use commercially reasonable efforts to remove the Illicit Code or to advise and assist Customer to remove such Illicit Code.

3.3 ORGANIZATIONAL SECURITY MEASURES.

3.3.1. PERSONNEL SECURITY. Background screening will be performed on all employees and contractors who have access to Customer Data in accordance with the standard operating procedure.

3.3.2. SECURITY AWARENESS AND TRAINING. Security and privacy awareness training that includes appropriate training and education will be performed for all employees and contractors who have access to Customer Data. Such training is conducted at time of hire and at least annually throughout employment.

3.3.3. VENDOR RISK MANAGEMENT. ServiceNow maintains a vendor risk management program that assesses all vendors which access, store, process, or transmit Customer Data for appropriate security and privacy controls and business disciplines.

3.3.4. SOFTWARE AND ASSET INVENTORY. ServiceNow shall maintain an inventory of the software components (including, but not limited to, open source software) used in the Subscription Service, and inventory where Customer Data is stored.

3.3.5. WORKSTATION SECURITY. ServiceNow shall implement and maintain security mechanisms on personnel workstations, including firewalls, anti-virus, and full disk encryption. ServiceNow shall restrict personnel from disabling security mechanisms.

4. SERVICE CONTINUITY

4.1 DATA MANAGEMENT; DATA BACKUP. ServiceNow will host the purchased instances of the Subscription Service in a pair of data centers located in the geographic region denoted on the Order Form which have attained IL5 Authorization. The data centers operate in an active/active capacity for the Subscription Term. The production database systems are replicated in near real time to a different data center within the pair. ServiceNow backs up all Customer Data in accordance with ServiceNow's standard operating procedure.

4.2 DISASTER RECOVERY. ServiceNow shall (i) maintain a disaster recovery ("**DR**") related plan that is consistent with industry standards for the Subscription Service; (ii) test the DR plan at least once every year; (iii) make available summary test results which will include the actual recovery point and recovery times; and (iv) document any action plans within the summary test results to promptly address and resolve any deficiencies, concerns, or issues that prevented or may prevent the Subscription Service from being recovered in accordance with the DR plan.

4.3 BUSINESS CONTINUITY. ServiceNow shall maintain a business continuity plan ("**BCP**") to minimize the impact to its provision and support of the Subscription Service from an event. The BCP shall: (i) include processes for protecting personnel and assets and restoring functionality in accordance with the time frames outlined therein; and (ii) be tested annually and updated based on any deficiencies, identified during such tests.

5. MONITORING AND INCIDENT MANAGEMENT

5.1 MONITORING, MANAGEMENT AND NOTIFICATION.

5.1.1. INCIDENT MONITORING AND MANAGEMENT. ServiceNow will monitor, analyze, and respond to security incidents in a timely manner in accordance with ServiceNow's standard operating procedure. ServiceNow's security group will escalate and engage response teams as may be necessary to address a security incident.

5.1.2. BREACH NOTIFICATION. ServiceNow will report to Customer any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data (a "**Breach**") without undue delay following determination by ServiceNow that a Breach has occurred.

5.1.3. REPORT. The initial report will be made to Customer security contact(s) designated in ServiceNow's Support Portal (or if no such contact(s) are designated, to the primary technical contact designated by Customer). As information is collected or otherwise becomes available, ServiceNow shall provide without undue delay any further information regarding the nature and consequences of the Breach to allow Customer to notify relevant parties, including affected individuals, government agencies, and data protection authorities in accordance with Data Protection Laws. The report will include the name and contact information of the ServiceNow contact from whom additional information may be obtained. ServiceNow shall inform Customer of the measures that ServiceNow will adopt to mitigate the cause of the Breach and to prevent future Breaches.

5.1.4. CUSTOMER OBLIGATIONS. Customer will cooperate with ServiceNow by providing any information that is reasonably requested by ServiceNow to resolve any security incident, including any Breaches, identify its root cause(s), and prevent a recurrence. Customer is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted Data Subjects and for providing such notice.

5.2 COOKIES. When providing the Subscription Service, ServiceNow uses cookies to: (a) track session state; (b) route a browser request to a specific node when multiple nodes are assigned; and (c) recognize a user upon returning to the Subscription Service. Customer shall be responsible for providing notice to, and collecting any necessary consents from, its users of the Subscription Service for ServiceNow's use of cookies.

6. PENETRATION TESTS

6.1 BY A THIRD-PARTY. ServiceNow contracts with third-party vendors to perform a penetration test on the ServiceNow application per family release to identify risks and remediation options that help increase security. ServiceNow shall make executive reports from the penetration testing available to Customer in ServiceNow CORE.

6.2 BY CUSTOMER. No more than once per calendar year Customer may request to perform, at its own expense, an application penetration test. Additional tests within a Release Family may be requested and if allowed, shall be subject to a fee. Prior to conducting any penetration test, Customer shall notify ServiceNow by submitting a request to schedule such a test using the Support Portal per ServiceNow's then-current penetration testing policy and procedure, including entering into ServiceNow's penetration test agreement. Customer shall not perform a penetration test without ServiceNow's express written authorization. In the event Customer authorized penetration testing identifies vulnerabilities that ServiceNow is able to reproduce, ServiceNow shall, consistent with industry-standard practices, use commercially reasonable efforts to promptly make any necessary changes to improve the security of the Subscription Service. ServiceNow's approval for a Customer to perform a penetration test as set forth in this Section 6.2 includes the ability for Customer to retest the detected vulnerabilities from the initial penetration test.

7. SHARING THE SECURITY RESPONSIBILITY

7.1 PRODUCT CAPABILITIES. The Subscription Service allows Customer to: (a) authenticate users before accessing the Customer's instance; (b) encrypt passwords; (c) allow users to manage passwords; and (d) prevent access by users with an inactive account. Customer manages each user's access to and use of the Subscription Service by assigning to each user a credential and user type that controls the level of access to the Subscription Service. Customer is solely responsible for reviewing ServiceNow's Security Program and making an independent determination as to whether it meets Customer's requirements, taking into account the type and sensitivity of Customer Data that Customer processes within the Subscription Service. Customer shall be responsible for implementing encryption and access control functionalities within the instance for protecting all Customer Data containing sensitive data, including credit card numbers, social security and other government-issued identification numbers, financial and health information, Personal Data (including any data deemed sensitive or "special categories of personal data" under Data Protection Laws). Customer is solely responsible for its decision not to encrypt such Customer Data and ServiceNow will have no liability to the extent that damages would have been mitigated by Customer's use of such encryption measures. Customer is responsible for protecting the confidentiality of each user's login and password and managing each user's access to the Subscription Service. Customer shall be responsible for implementing ServiceNow's documented best practices and hardening guidelines for securing its ServiceNow instances.

7.2 SECURITY CONTACT. In accordance with Section 1.4.2 (Customer Responsibilities), of the Customer Support Addendum, Customer agrees to identify and maintain appropriate security contact(s) for all information security incident and information security-related communication within the Support Portal.

7.3 LIMITATIONS. Notwithstanding anything to the contrary in this NSCDSA or other parts of the Terms of Service, ServiceNow's obligations herein are only applicable to the Subscription Service. This NSCDSA does not apply to: (a) information shared with ServiceNow that is not Customer Data; (b) data in Customer's VPN or a third-party network; and (c) any data processed by Customer or its users in violation of the Terms of Service or this NSCDSA.

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SERVICENOW® STORE TERMS OF USE

Pursuant to a separate transaction between the customer entity (“**Customer**”) and ServiceNow’s authorized reseller (“**Reseller**”), Customer has purchased from Reseller certain services to be delivered by a ServiceNow entity identified in the Reseller Order (“**ServiceNow**”) that may include access to and use of ServiceNow’s app store located at <http://store.servicenow.com> (“**Store**”). These ServiceNow Store Terms of Use (“**Agreement**”) specify the terms and conditions that govern Customer’s use of the Store and any App (as defined below) offered therein, including but not limited to Customer’s download of the App and Customer’s payment therefore. In the event of any conflict between the terms and conditions of this Agreement and Customer’s agreement for its use of the ServiceNow Product (“**Subscription Terms of Service**”), this Agreement shall govern to the extent of such conflict. All terms not otherwise defined herein shall have the meanings ascribed to them in the Subscription Terms of Service.

- 1. Definitions.** “**App**” means customizations of ServiceNow Products offered on Store. “**App Conditions**” means the terms and conditions applicable to a particular App. “**ServiceNow App**” means an App developed by ServiceNow that is expressly designated as such on Store. “**ServiceNow Product**” means any ServiceNow products and services available outside of Store. ServiceNow Apps are not ServiceNow Products. All Apps are licensed by third parties and not ServiceNow except ServiceNow Apps. ServiceNow is not a party to any App Conditions except App Conditions for ServiceNow Apps.
- 2. Purchase and Payment of Apps.** Rights to access Apps are subject to the applicable App Conditions and Customer’s agreement for use of the ServiceNow Product on which the App is installed. ServiceNow Product subscriptions may be necessary to operate the ServiceNow App, and if so, such ServiceNow Products are separately purchased and subject to the Subscription Terms of Service. Prices stated on Store are final. If the Customer does not agree to accept the applicable App Conditions, Customer may not use the App. The termination for convenience clause under FAR part 52.212-4, or applicable agency supplement shall apply only by and between the Reseller entity and Customer. Prices exclude all taxes associated with Customer’s purchase, access to, use of or payment for the App, if any, which Customer is responsible for paying, unless Customer is exempt under applicable law. ServiceNow is exclusively responsible for taxes imposed on its net income. All applicable sales tax, value-added tax, duties and other similar governmental charges shall be based on the ship-to address provided by Customer, unless Customer is exempt under applicable law.
- 3. App Rights and Restrictions.** Customer will use Apps solely as run on ServiceNow Products. Purchase of an App (including a ServiceNow App) does not entitle Customer to use ServiceNow Products, which Customer must purchase separately. Customer may not: (a) provide a third party with access to an App except as necessary to provide services to Customer as an agent or contractor; or (b) use the App to develop a product that is operable apart from the ServiceNow Products or to circumvent ServiceNow APIs. Upon notification of overuse of an App from ServiceNow, Customer will purchase additional subscription rights or stop such overuse within thirty (30) days.
- 4. Platform Use Rights.** If Customer purchases an App, it is permitted to use solely that App and no further right to run other applications or customizations on ServiceNow Products is provided. Unless expressly marked on the Store description web page for the particular App as including platform subscription rights to use the App, Apps available for free require the additional purchase of the right to run the App to the same extent that Customer would require platform subscription rights to use applications or customizations if the App were developed by Customer as a customization of the ServiceNow Products.
- 5. Responsibilities.** Customer uses Apps at its own risk. ServiceNow will have no liability or obligation to Customer with respect to Apps, other than ServiceNow Apps as provided in the applicable App Conditions. Customer’s use of an App (including a ServiceNow App) with a ServiceNow Product constitutes a modification or customization of that ServiceNow Product by Customer for purposes of any separate agreement between Customer and ServiceNow and such customization or modification (or malfunction caused thereby) will not be subject to any support, warranty or indemnity under any such separate agreement.
- 6. Termination.** Except as otherwise required by the termination for convenience clause under FAR part 52.212-4(l), or applicable agency supplement, which shall apply only by and between the Reseller entity and Customer, this Agreement remains in effect until expiration of a subscription term for the App without prior renewal or until terminated by either party in accordance with the Contract Disputes Act and FAR. Upon expiration or termination: (a) Customer shall cease to use the App; (b) Customer will uninstall the App within forty-five (45) days of the date of expiration or termination, or if no action is taken after such time or ServiceNow terminated this Agreement for cause, ServiceNow may uninstall the App; (c) Customer may not renew the then-current subscription term; and (d) the entirety of this Agreement, including Customer’s payment obligations, will survive. Termination of this Agreement or any App Conditions have no effect on Customer’s subscriptions or licenses to ServiceNow Products.
- 7. Deactivation.** If ServiceNow reasonably believes use of an App violates any law or third-party right, degrades ServiceNow’s ability to meet its support, service availability or security terms, or may create an implicit or explicit failure of the confidentiality, integrity or availability of the ServiceNow Products (including, by way of example only: (i) executing commands as another user; (ii) accessing data in excess of permissions; (iii) posing as another user or service within a system; (iv) causing an abnormal denial of service; (v) inadvertently or intentionally destroying data without permission; or (vi) exploiting any encryption implementation weakness (such as to reduce the time or computation required to recover the plaintext from an encrypted message)), then ServiceNow may deactivate the App to prevent further detrimental effects on the ServiceNow Products or require Customer upon notice to remove that App from Customer’s instance of ServiceNow Products.



8. Disclaimer of Warranties. PURCHASED SERVICENOW PRODUCTS ARE SUBJECT TO THE WARRANTIES PROVIDED IN THE APPLICABLE SUBSCRIPTION TERMS OF SERVICE. SERVICENOW SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO STORE OR ANY APP (INCLUDING A "CERTIFIED APP") INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM DEFECTS OR VIRUSES, OR AVAILABILITY. THESE DISCLAIMERS OF WARRANTY DO NOT APPLY TO EXPRESS WARRANTIES MADE BY SERVICENOW IN APP CONDITIONS FOR SERVICENOW APPS.

9. Limitations and Exclusions of Liability. EXCEPT TO THE EXTENT PROHIBITED UNDER LAW OR AS OTHERWISE EXPRESSLY AGREED TO BY SERVICENOW IN THE APP CONDITIONS FOR SERVICENOW APPS, SERVICENOW SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH STORE OR ANY APP, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, COVER AND COSTS OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SERVICENOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SERVICENOW REVIEWED, MODERATED, COMMENTED ON OR PROMOTED THE APP GIVING RISE TO DAMAGES. IF SERVICENOW IS LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND, THEN SERVICENOW'S TOTAL, CUMULATIVE LIABILITY TO CUSTOMER, ARISING OUT OF OR RELATED TO STORE OR ANY APP, WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT EXCEED THE PRICE (IF ANY) THAT CUSTOMER PAID THROUGH STORE TO ACCESS THAT APP DURING THE 12 MONTH PERIOD BEFORE SUCH LIABILITY AROSE. MULTIPLE CLAIMS WILL NOT INCREASE THIS LIMIT. THE PARTIES HAVE AGREED THAT THE LIMITATIONS OF THIS SECTION 9 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. The foregoing limitation of liability shall not apply to fraud or any other matter for which liability cannot be excluded by law.

10. ServiceNow Government Community Cloud (GCC) and National Security Cloud (NSC). The following applies exclusively to the extent that the App will be provisioned to a ServiceNow instance hosted in ServiceNow's GCC or NSC environments: Customer agrees and acknowledge that the Provisional Authorizations to Operate (P-ATOs) for ServiceNow to operate cloud environments at FedRAMP High, DoD Impact Level 4 (IL4), DoD Impact Level 5 (IL5), and similar, do not apply to the security, privacy or any other attributes of any App. CUSTOMER AGREES TO ASSUME ALL RISK AND RESPONSIBILITIES OF SUCH INSTALLATION AND USE OF THE APP IN THE FEDRAMP INSTANCE AND RELEASES SERVICENOW FROM ALL LIABILITY RELATED TO SUCH INSTALLATION AND USE.

11. General Terms. Customer will not access Apps in violation of any country's laws or regulations, including export controls. No waiver of this Agreement by ServiceNow will be deemed a further or continuing waiver. Customer may submit purchase orders for its administrative convenience, but those purchase orders will not affect the terms of this Agreement, which may only be modified as provided in this Section 11 or by a writing signed by both parties. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect. The parties are independent contractors. This Agreement shall be governed by the laws of the United States of America. Any dispute arising out of this Agreement, Store or any App shall be heard exclusively by a U.S. Federal court or board of contract appeals of competent jurisdiction. This Agreement constitutes the final and entire agreement between Customer and ServiceNow with respect to Store and the Apps, and it supersedes all prior and contemporaneous agreements relating to its subject matter except as expressly provided herein. This Agreement controls over any conflicting provision in App Conditions or Website Terms unless otherwise expressly provided herein. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart. Facsimile signatures shall be binding to the same extent as original signatures.

[END OF AGREEMENT]

PUBLIC SECTOR SELF-HOSTED LICENSE TERMS

THESE PUBLIC SECTOR SELF-HOSTED LICENSE TERMS (“**LICENSE**”) APPLY ONLY IF THE CUSTOMER IS AN EXECUTIVE AGENCY OR DEPARTMENT OF THE U.S. FEDERAL, STATE, OR LOCAL GOVERNMENT (“**GOVERNMENT ENTITY**”). THIS LICENSE SHALL BE INCORPORATED IN ANY ORDER ISSUED BY SUCH CUSTOMER.

Pursuant to a separate transaction between the customer entity (“**Customer**”) and ServiceNow’s authorized reseller (“**Reseller**”), Customer has purchased from Reseller certain products or services to be delivered by ServiceNow. This License specifies the terms and conditions under which those products or services will be provided by ServiceNow, apart from price, payment and other terms specified in the separate agreement between Customer and Reseller.

This License includes the General Terms and Conditions, the Self-Hosted Software Guide attached (which includes Exhibit A.1 – Self-Hosted Customer Support Policy and Exhibit A.2 - Upgrades and Updates), the ServiceNow Store Terms of Use, and any other terms expressly referenced herein, all of which are expressly incorporated in this License by this reference. References to an agreement between ServiceNow and Customer shall mean the Ordering Document or Reseller Order (as defined below) executed between the Customer and Reseller, or ServiceNow and Reseller, respectively, and as appropriate based on context.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 “**Claim**” means any third-party suit, claim, action, or demand.

1.2 “**Confidential Information**” means: **(1)** ServiceNow Core Technology (which is ServiceNow’s Confidential Information); **(2)** Customer Data and Customer Technology (which is Customer’s Confidential Information); **(3)** any of a party’s information that, due to the nature of the information or circumstances of disclosure, the receiving party should reasonably understand it to be confidential and **(4)** to the extent permitted by Law, the specific terms of this License, and any amendment or attachment (which will be deemed Confidential Information of both parties). Confidential Information excludes any information that: **(a)** is or becomes generally publicly known without fault or breach by receiving party; **(b)** that receiving party obtains (rightfully and without restriction on use or disclosure) from a third party entitled to make the disclosure; or **(c)** that is independently developed by receiving party without using disclosing party’s Confidential Information.

1.3 “**Customer Data**” means electronic data pertaining to Customer or its agents, employees, or contractors, and processed using the Software, excluding ServiceNow Core Technology.

1.4 “**Customer Technology**” means software, methodologies, templates, business processes, documentation, or other material originally authored, invented, or otherwise created by or for Customer (but not by or for ServiceNow) from using or for use with the Software, excluding ServiceNow Core Technology.

1.5 “**Deliverable**” means anything created for Customer in performance of Professional Services other than Newly Created IP.

1.6 “**Documentation**” means the then-current ServiceNow documentation for the Software. Documentation includes solely technical program or interface documentation, user manuals, operating instructions, and release notes, as updated from time to time by ServiceNow.

1.7 “**IPR**” means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights.

1.8 “**Law**” means any applicable law, rule, statute, decree, decision, order, regulation, and judgment of any government authority (federal, state, local, or international) having jurisdiction.

1.9 “**License Term**” means the period of authorized license to the Software, as set forth in an Ordering Document.

1.10 “**Newly Created IP**” means IPR in the inventions or works of authorship that are made by ServiceNow specifically for Customer in the course of performing Professional Services for Customer that are expressly identified as “Newly Created IP” in an SOW, excluding ServiceNow Core Technology.

1.11 “**Ordering Document**” means a written agreement entered into solely between Reseller and Customer specifying the ServiceNow Software and Professional Services that Customer has purchased, along with the term and scope thereof, subject to this License. An Ordering Document is not binding on ServiceNow.

1.12 “Product Overview” means ServiceNow’s published description of its products and the functionality of such products, solely to the extent attached to or expressly referenced in the Ordering Document.

1.13 “Professional Services” means any consulting, development, or educational services provided by or for ServiceNow pursuant to an agreed SOW or Service Description.

1.14 “Reseller Order” means the supporting order executed by ServiceNow and Reseller or ServiceNow’s authorized distributor, as applicable, specifying the ServiceNow Software or Professional Services that Customer has purchased.

1.15 “Service Description” means the written description for a packaged Professional Service, attached to or referenced in an Ordering Document.

1.16 “ServiceNow Core Technology” means: **(1)** the Software, Documentation, and technology and methodologies (including products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects, and documentation) created by or for, or licensed to, ServiceNow; and **(2)** updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related documentation.

1.17 “Software” means the ServiceNow software offering ordered by Customer under an Ordering Document.

1.18 “SOW” means a statement of work or work order that describes scoped Professional Services by and between ServiceNow and Reseller or ServiceNow’s authorized distributor, as applicable.

2. SERVICENOW RESPONSIBILITIES

2.1 PROVISION OF THE SOFTWARE; COMPLIANCE WITH LAWS. During the License Term, ServiceNow will: (1) provide the Software to Customer pursuant to Section 3 of this License, and (2) provide Customer Support, Upgrades and Updates as described in the Self-Hosted Software Guide (“SHSG”); and (3) provide the Software in accordance with all Laws applicable to ServiceNow’s provision of the Software and Professional Services to its general customer base (*i.e.*, without regard to Customer’s particular use of the Software or Laws specific to Customer and its industry not otherwise applicable to ServiceNow).

3. LICENSE GRANT; RESTRICTIONS; PROFESSIONAL SERVICES

3.1 LICENSE GRANT. For each License Term, ServiceNow grants the license in this Section 3 to the ServiceNow Core Technology described in the applicable Ordering Document.

3.1.1. SOFTWARE. ServiceNow grants Customer a limited, personal, worldwide, non-sublicenseable, non-transferrable (except as set forth in Section 11.1 (Assignment)), non-exclusive license during the License Term to install and execute Software on machines operated by or for Customer solely to permit Customer to access, use and make a reasonable number of copies (including for reasonable backup and archival purposes) of the Software and Documentation for its internal business purposes. On termination of this License or expiration of the License Term, Customer must immediately cease using the Software, and must delete all copies of the Software. The Software may include code that is licensed under third party license agreements, including open source made available or provided with the Software.

3.2 RESTRICTIONS. With respect to the ServiceNow Core Technology, Customer will not (and will not permit others to): **(1)** use it in excess of contractual usage limits (including as set forth in the Ordering Document), or in a manner that circumvents use limits or technological access control measures; **(2)** license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties, except as may otherwise be expressly stated herein or in a Ordering Document; **(3)** access it for purposes of developing or operating products or services for third-parties in competition with the ServiceNow Core Technology; **(4)** disassemble, reverse engineer, or decompile it; **(5)** copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in these herein; **(6)** remove or modify a copyright or other proprietary rights notice in it; **(7)** use it in violation of Law (including those applicable to collection and processing of Customer Data through the Software); **(8)** use it to reproduce, distribute, display, transmit, or use material protected by copyright or other IPR (including the rights of publicity) without first obtaining the owner’s permission; **(9)** use it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation; or **(10)** use, access, or disable any ServiceNow or third-party data, software, or network (other than Customer’s instance of the Software). Customer will notify ServiceNow at legalnotices@servicenow.com 30 days before it engages in any of the foregoing acts that it believes it may be entitled to and provide reasonably requested information to allow ServiceNow to assess Customer’s claim. ServiceNow may, in its discretion, provide alternatives that reduce adverse impacts on ServiceNow’s IPR or other rights.

3.3 PROVISION OF PROFESSIONAL SERVICES. Customer and Reseller may enter into one or more SOWs or Ordering Documents which may incorporate one or more Service Descriptions for the provision of Professional Services by ServiceNow. Such SOWs and Service Descriptions are subject to the terms in this License and the Ordering Document.

4. ORDERING

4.1 RESELLER ORDERS. Customer shall order and purchase the license to the Software and any Professional Services directly from Reseller pursuant to a separate agreement between Customer and Reseller which specifies price, payment, and other commercial terms reflected in an Ordering Document. ServiceNow is not a party to the Ordering Document, but will provide the purchased Software or Professional Services pursuant to a Reseller Order and this License. Reseller is not authorized to make any changes to this License or bind ServiceNow to any additional or different terms or conditions, except as ServiceNow may expressly agree in writing in a Reseller Order or any agreed SOW attached thereto. Subsequent or additional orders for ServiceNow Software or Professional Services may be placed by Customer through Reseller. If ServiceNow or Reseller determines that Customer has exceeded its permitted license rights under the Use Verification Section of the SHSG or this License, ServiceNow or Reseller will notify Customer, and Customer will within 30 days, either: (1) disable any unpermitted use, or (2) purchase additional Software licenses commensurate with Customer's actual use. If Customer fails to regain compliance within such thirty (30) day period, Customer will stop using the Software, in addition to any other available rights or remedies for the parties. Reseller, on behalf of the ServiceNow, shall have standing to bring a claim under the Contract Disputes Act.

5. INTELLECTUAL PROPERTY

5.1 SERVICENOW OWNERSHIP. As between the parties, ServiceNow and its licensors exclusively own all right, title, and interest in and to all IPR in the ServiceNow Core Technology, notwithstanding anything in an Ordering Document or other documents purportedly to the contrary. Except for the access and use rights, and licenses expressly granted in Section 3, ServiceNow, on behalf of itself and its licensors, reserves all rights in the ServiceNow Core Technology and does not grant Customer any rights except those expressly set forth herein. Any ServiceNow Core Technology delivered to Customer, or to which Customer is given access has been licensed, not sold, even if, for convenience, ServiceNow or Reseller makes reference to words such as "sale" or "purchase" in the applicable Ordering Document or other documents.

5.2 CUSTOMER OWNERSHIP. As between the parties, Customer and its licensors will retain all right, title, and interest in and to all IPR in Customer Data and Customer Technology. Customer grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferrable (except under Section 11.1 ("Assignment")), worldwide right to use Customer Data and Customer Technology solely to provide and support the ServiceNow Software and Professional Service.

5.3 FEEDBACK. If Customer provides suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Software or Professional Services (collectively, "**Feedback**") Customer grants to ServiceNow a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 11.1), non-exclusive, irrevocable, perpetual, worldwide right and license to use, license, and commercialize Feedback (including by incorporation of such Feedback into ServiceNow Core Technology) without restriction.

5.4 PROFESSIONAL SERVICES. Subject to this Section 5.4, ServiceNow assigns (and in the future is deemed to have assigned) to Customer any Newly Created IP upon receipt of payment in full to ServiceNow under the SOW that specifies the creation of Newly Created IP. If any ServiceNow Core Technology is incorporated into a Deliverable, ServiceNow grants to Customer a non-exclusive, royalty-free, non-transferable (except under Section 11.1), non-sublicensable worldwide license to use such ServiceNow Core Technology in connection with the use of Software under this License during the applicable License Term. Nothing in this License may be construed to limit ServiceNow's right to perform (and to assign employees or contractors to perform) similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

6. WARRANTIES; DISCLAIMER OF WARRANTIES

6.1 SERVICENOW WARRANTIES. ServiceNow warrants that: (1) for a period of ninety (90) days after ServiceNow makes the Software available to Customer it will materially conform to the Product Overview; and (2) Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements in the applicable SOW or Service Description.

6.2 REMEDIES.

6.2.1. SOFTWARE. If any non-conformity to the Product Overview (excluding any non-conformity (i) caused by a modification to the Software made by Customer or a third-party acting at Customer's direction, or (ii) to Software that has not been properly installed or used at all times in accordance with the instructions in the SHSG), persists without relief more than 30 days after Customer's notice to the Reseller of the non-conformity, then upon ServiceNow's timely receipt of such notice from Reseller, Customer may terminate the licenses to the affected Software immediately, and as Customer's exclusive remedy ServiceNow will refund to Reseller any prepaid subscription fees covering the remainder of the applicable License Term for the non-conforming Software after the date of termination, whereupon Customer may submit to Reseller a claim for refund of any amounts paid for the same.

6.2.2. PROFESSIONAL SERVICES. If within 30 days after performance of any non-conforming Professional Services Customer notifies Reseller of a breach then, ServiceNow at its option will, as Customer's exclusive remedy either use commercially reasonable efforts to re-perform the Professional Services in conformance with the material requirements of the applicable SOW or Service Description or terminate the affected Professional Services and refund to Reseller any amounts paid for the nonconforming Professional Services, whereupon Customer may submit to Reseller a claim for refund of any amounts paid for the same.

6.3 DISCLAIMER. Except for the warranties expressly stated in this Section 6, to the maximum extent allowed by Law, ServiceNow disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written, including warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, and any warranties arising from usage of trade, course of dealing, or course of performance). Without limiting the above, ServiceNow does not warrant that the Software: (1) will meet the requirements of Customer or others; or (2) will be accurate or operate without interruption or error; or (3) is designed for any purpose requiring fail-safe performance for which failure could result in death, personal injury or severe physical, property, or environmental damage.

7. CONFIDENTIAL INFORMATION

7.1 RIGHTS AND OBLIGATIONS. To the extent permitted by law, the recipient of Confidential Information will: (1) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event less than reasonable care; and (2) not use it except to the extent necessary to exercise rights and obligations under the Ordering Document or this License. Each party will limit the disclosure of the other's Confidential Information to those of its employees and contractors with a need to know such Confidential Information to exercise its rights and obligations under the Ordering Document and this License, and then only to employees and contractors subject to binding disclosure and use restrictions at least as protective as those in this License. Each party's obligations under this Section 7 will remain in effect during, and for 3 years after termination of this License. Receiving party will, at disclosing party's request, return all originals, copies, reproductions, and summaries of Confidential Information and other tangible materials and devices provided to receiving party as Confidential Information, or at disclosing party's option, certify destruction of the same.

7.2 THIRD PARTY REQUESTS. This License will not prevent receiving party from disclosing the other party's Confidential Information to a court, or governmental body pursuant to a valid court order, Law, subpoena, or regulation, but only if receiving party: (1) gives prompt notice (or the maximum notice permitted under Law) before making the disclosure, unless prohibited by Law; (2) to the extent permitted by law, reasonably assists disclosing party, at disclosing party's cost, in its lawful efforts to resist or limit such disclosure; and (3) discloses only that portion of disclosing party's Confidential Information that is legally required to be disclosed. ServiceNow recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

8. INDEMNIFICATION

8.1 BY SERVICENOW.

8.1.1. OBLIGATION. Subject to this Section 8, ServiceNow will: (1) defend Customer, and its officers, directors, and employees against any Claim to the extent alleging any: (a) ServiceNow Core Technology used in accordance with this License infringes any IPR of any unaffiliated third-party ("IPR Claim"); or (b) ServiceNow personnel when onsite at Customer's premises caused death, bodily harm, or damage to tangible personal property due to their negligence or willful misconduct; and (2) pay any settlement amount or court-ordered damages award, under the forgoing clauses (1)(a) or (1)(b) to the extent arising from such Claim.

8.1.2. MITIGATION. In connection with any IPR Claim, ServiceNow may: **(1)** contest the Claim; **(2)** obtain claimant's permission for Customer's continued use of the applicable Software or ServiceNow Core Technology; **(3)** replace Customer's access to or use of the applicable Software or ServiceNow Core Technology with substantially similar functionality that avoids the Claim; or, **(4)** if ServiceNow determines the foregoing clauses (1), (2), and (3) are commercially impracticable, terminate Customer's license to and use of the affected Software on 60-days' prior notice, whereupon Customer may submit to Reseller a claim for a refund of any prepaid license fees covering that part of the applicable License Term for such Software remaining after the effective date of termination.

8.1.3. LIMITATIONS. Notwithstanding the above, ServiceNow has no obligation or liability for any Claim under Section 8.1.1(1)(a) to the extent arising from: **(1)** use of any ServiceNow Core Technology not expressly authorized under this License, to the extent the Claim would have been avoided without such use; **(2)** Customer Data or Customer Technology; or **(3)** use of ServiceNow Core Technology: **(a)** in violation of Law; **(b)** after termination under Section 8.1.2(4); or **(4)** modification to the ServiceNow Core Technology to Customer's specifications or by anyone other than ServiceNow or its contractors, or if combined with anything not provided by ServiceNow, if the Claim would have been avoided but for such modifications or combinations.

8.2 CUSTOMER WARRANTY. Customer warrants that: (1) Customer Data, (2) Customer Technology, and (3) a modification to any ServiceNow Core Technology made to Customer's specifications or otherwise made by or on behalf of Customer by any person other than ServiceNow or a person acting at ServiceNow's direction (but only if the Claim would have been avoided by use of the unmodified ServiceNow Core Technology), does not infringe any IPR, or violates any third-party privacy rights.

8.3 PROCESS. ServiceNow's duty to indemnify under Section 8.1 is subject to Customer **(1)** notifying ServiceNow promptly of any actual or threatened Claim, **(2)** except where prohibited by Law, giving ServiceNow sole control of the defense of such Claim and of any related settlement negotiations, and **(3)** cooperating and, at ServiceNow's reasonable request and expense, allowing ServiceNow to assist in such defense. Neither party will stipulate, acknowledge, or admit fault or liability on the other's part without the other's prior, written consent. ServiceNow will not publicize any settlement without the Customer's prior, written consent. **To the extent the parties perform as required, this Section 8 states ServiceNow's entire liability and the Customer's exclusive remedy for third-party claims and third-party actions.**

9. LIMITATION OF LIABILITY

9.1 LIMITED LIABILITY. ServiceNow shall have no liability for any refund that, in accordance with this License, is to be paid by Reseller. To the extent permitted by Law, ServiceNow's total, cumulative liability arising out of or related to this License and the Software and Professional Services provided under it and the Ordering Document, whether based on contract, tort (including negligence), or any other legal or equitable theory, will be limited to the amounts received for the Software or the provision of Professional Services giving rise to the claim during the 12-month period preceding the first event giving rise to liability. Multiple claims will not enlarge this limit.

9.2 EXCLUDED DAMAGES. To the extent permitted by Law, neither ServiceNow nor Customer will be liable to the other or any third party for lost profits (direct or indirect), for loss of use or data, or for any incidental, consequential, punitive, special, or exemplary damages (including damage to business, reputation, or goodwill), or indirect damages of any type however caused, whether by breach of warranty, breach of contract, in tort (including negligence), or any other legal or equitable cause of action, even if such party has been advised of such damages in advance or if such damages were foreseeable.

9.3 APPLICABILITY. The limits in Section 9.1 and exclusions in Section 9.2 do not apply: **(1)** obligations to pay for Software, Professional Services, or taxes; **(2)** obligations to pay third parties under Section 8; **(3)** IPR infringement, or **(4)** an action in tort, separate or distinct from a cause of action for breach of this License, for the party's gross negligence, willful misconduct, fraud, or other liability that cannot be excluded by law.

10. TERM AND TERMINATION

10.1 GENERALLY. The License Term for the Software shall begin on the term start date and continue until the term end date indicated in the Reseller Order. Professional Services are separately ordered from the Software and are not required for use of the Software. A party's breach of its Professional Services obligations will not by itself constitute a breach by that party of its Software obligations, even if the services are enumerated in the same Ordering Document.

10.2 SOFTWARE. On termination of an Ordering Document, Reseller Order, or expiration of a License Term, Customer will stop using, and destroy (with certification to ServiceNow) all copies of the Software and all related rights granted to Customer in this License shall terminate immediately, automatically, and without notice. Customer will, within 30 days after the effective date of termination by Customer for ServiceNow's breach, submit to Reseller a claim for refund for any prepaid fees paid to Reseller covering that part of the License Term for the affected Software, if any, remaining after the effective date of termination.

10.3 SURVIVAL. Sections 3.2 (Restrictions), 5 (Intellectual Property), 6 (Warranties; Disclaimer of Warranties) (solely in accordance with its terms), 7 (Confidential Information) through 9 (Limitation of Liability), 10 (Term and Termination) (solely in accordance with its terms), and 11 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of this License.

11. GENERAL PROVISIONS

11.1 ASSIGNMENT. Neither party may assign or novate its rights or obligations under these License Terms, by operation of law or otherwise (collectively, "Assign"), without the other party's prior written consent. Any attempted or purported Assignment in violation of this Section 11.1 is null and void. Subject to the foregoing, this License bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

11.2 EXPORT. The Software is subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Software ("Export Laws"). Customer agrees to comply with Export Laws that apply to Customer's use of the Software. Without limiting the foregoing, Customer agrees it will not: **(1)** export, re-export, transfer, or otherwise use the Software in any country subject to an embargo or other sanctions by the U.S. (currently including Cuba, Iran, North Korea, Sudan, Syria, and Crimea Region of Ukraine); **(2)** export, re-export, or transfer, either directly or indirectly, to a person or entity barred by the applicable Export Laws from participating in export activities; and **(3)** use the Software for any purpose prohibited by Export Laws, including the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems.

11.3 US GOVERNMENT RIGHTS. The Software and Professional Services are commercial items, and any software therein is commercial computer software (per Federal Acquisition Regulation ("FAR" 12.211 and 12.212 and Department of Defense FAR Supplement ("DFARS") 227.7202, as applicable). Government Customers shall only have those rights in technical data, computer software, and computer software documentation (collectively, "data") set forth in this License except that Department of Defense Customers may acquire additional rights in technical data pursuant to DFARS 252.227-7015(b). This provision applies in lieu of any FAR, DFARS, or other data rights clause or provision.

11.4 FORCE MAJEURE. Subject to FAR 52.212-4(f) (Excusable delays), ServiceNow is not, and may not be construed to be, in breach of this License if performance is prohibited or delayed by acts outside of ServiceNow's reasonable control, including strikes, lock-outs, or other industrial disputes, or government action; failure of Internet connectivity or backbone or other telecommunications failures, in each case outside of ServiceNow's local network; fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a "Force Majeure Event"). ServiceNow will use reasonable efforts to mitigate the effects of such Force Majeure Event.

11.5 WAIVER; AMENDMENT. Failure by ServiceNow to enforce any part of this License will not be deemed a waiver of future enforcement of that or any other provision. Only written waivers signed by an authorized representative of the waiving party are effective.

11.6 SEVERABILITY. If any term of this License is held invalid, unenforceable, or void by a court of competent jurisdiction, it will be enforced to the maximum extent permissible, and it will be deemed amended or replaced by a valid and enforceable term matching the intent of the original language as closely as possible.

11.7 LAW; JURISDICTION AND VENUE. If Customer is the U.S. Government, this License shall be subject to the Federal laws of the United States, and in the event of any dispute arising from or in relation to this License, the parties consent to the exclusive jurisdiction of, and venue in, a court of competent jurisdiction under the laws of the United States. If Customer is a state or local government entity, this License shall be subject to the laws of the state in which Customer is located, and in the event of a dispute arising from or in relation to this License, the parties consent to the exclusive jurisdiction of, and venue

in, a court of competent jurisdiction within such state in accordance with FAR Clause 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019). Otherwise, to the extent permitted by law, this License shall be governed by, and construed in accordance with the Laws of New York, without regard to its conflict of laws principles. The parties irrevocably consent to exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction in New York City, New York to adjudicate any dispute arising out of or related to this License. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party, may at any time, and without waiving any other rights under this License, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its IPR.

11.8 CONSTRUCTION. ServiceNow may provide Software only in the English language, unless otherwise agreed in writing. The parties have expressly requested that this License and all related documents be drafted in English. Section headings are for convenience only and are not to be used in interpreting this License. This License will be interpreted fairly and in accordance with its terms and without any strict construction in favor of or against any party. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at such URLs.

11.9 ENTIRETY; EXECUTION. This License (1) is the parties' entire agreement regarding its subject and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings, negotiations, letters of intent, and proposals, with respect to that subject; and (2) excludes any other terms Customer seeks to impose or incorporate or that may be implied by trade, custom, practice, or course of dealing. Customer has not relied on any statement, promise, or representation not expressly included in this License, including related to any possible future functionality that ServiceNow may provide or offer.

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SELF-HOSTED SOFTWARE GUIDE

1. SUPPORT

During the License Term, ServiceNow will provide support for the Software as set forth in the then-current **Self-Hosted Customer Support Policy**, the current version of which is attached to this Self-Hosted Software Guide as Exhibit A.1. The Self-Hosted Customer Support Policy may be updated periodically.

2. UPGRADES

ServiceNow determines whether and when to develop and release any Upgrade or Update, as defined in the then-current **Upgrades and Updates** exhibit, the current version of which is attached to this Self-Hosted Software Guide as Exhibit A.2. The Upgrades and Updates exhibit may be updated periodically.

3. CUSTOMER RESPONSIBILITIES

3.1 APPLICATION SERVER.

Customer is responsible for installing and maintaining the operating system on the application server. Customer may review ServiceNow's standard installation instructions and configuration details for the Software on the application server found in the Planning Guide ([here](#)).

3.2 DATABASE SERVER.

Customer is responsible for installing and maintaining the operating system on the database server. Customer may review ServiceNow's standard installation instructions and configuration details for the database found in the Planning Guide ([here](#)).

3.3 MAINTENANCE, SECURITY, BACKUP, AND DISASTER RECOVERY.

Customer shall be responsible for all maintenance, security, backup, and disaster recovery, including:

- Providing and maintaining all hardware necessary to deploy and operate the Software, including all vendor maintenance contracts and future hardware upgrades.
- Logical and physical security for all server and network components.
- Designing and maintaining data backup, restoration, and disaster recovery processes.
- Maintaining the database and operating system, including vulnerability and maintenance patching.
- Maintaining compliance with the Upgrades and Updates Exhibit A.2.
- Any failover activities and/or processes to execute a failover in a disaster recovery scenario.

3.4 USE VERIFICATION.

ServiceNow may review Customer's use of the Software and on ServiceNow's written request, Customer will provide reasonable assistance to verify Customer's compliance with its authorized use of the Software under the Agreement, including:

- Providing ServiceNow remote access or on-site access to Customer's instance of the Software solely for the purpose of reviewing usage data; and
- Uploading usage data into a support ticket in the Support Portal (as defined below) to securely transfer usage data to ServiceNow.

If ServiceNow determines that Customer has exceeded its permitted use of the Software, ServiceNow will notify Customer and within 30 days thereafter Customer shall either: **(a)** disable any unpermitted use, or **(b)** purchase additional Software licenses commensurate with Customer's actual use.

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EXHIBIT A.1 - SELF-HOSTED CUSTOMER SUPPORT POLICY

This Self-Hosted Customer Support Policy governs the support that ServiceNow will provide for its Software (“**Customer Support**”).

1. DEPENDENCIES

1.1 CONFIGURATION. To facilitate ServiceNow’s ability to assist Customer as described in this Self-Hosted Customer Support Policy, Customer is encouraged to follow the configuration guidelines outlined in the Planning Guide ([here](#)) and the Deployment Guide ([here](#)).

1.2 REMOTE ACCESS. To facilitate ServiceNow’s ability to assist Customer as described in this Self-Hosted Customer Support Policy, Customer must provide ServiceNow with remote access to the Software, including via a desktop sharing application.

2. SCOPE

ServiceNow provides general guidance with respect to the Customer Support activities for the ServiceNow Software, as outlined in Section 8 (Customer Support Activities and Responsibility) below. Customer Support does not include performing the following services:

- infrastructure planning and deployment;
- implementation services;
- configuration services;
- integration services;
- customization services or other custom software development;
- training; or
- assistance with administrative functions.

3. BUSINESS HOURS

Customer Support is available 24 hours a day, 7 days a week, including all holidays.

4. ACCESS CONTACTS

ServiceNow’s Customer Support portal (“**Support Portal**”) is located at <https://hi.service-now.com/>. Customer may get login access to the Support Portal by contacting its ServiceNow administrator.

ServiceNow’s Customer Support may be reached by phone using one of the numbers at <http://servicenow.com/support/contact-support.html>.

5. INCIDENT PRIORITY

Incident priority for a defect is determined using the guidelines below.

Priority	Definition
P1	Any defect that causes an instance not to be available.
P2	Any defect that causes a critical function to fail.
P3	Any defect that significantly impedes work or progress.
P4	Any defect that does not significantly impede work or progress.

6. RESPONSE TIMES

Customer may submit an incident with ServiceNow via the Support Portal or phone. Response times are not affected by the manner of contact. All support requests are tracked in the Support Portal and can be viewed by Customer's authorized contacts. ServiceNow will use reasonable efforts to meet the target response times stated in the table below.

Priority	Target Response Times
P1	30 minutes
P2	2 hours
P3	1 business day
P4	N/A

7. CUSTOMER RESPONSIBILITIES

Customer's obligations with respect to Customer Support are as follows:

7.1 Customer will receive from ServiceNow communications via email, phone, or through the Support Portal regarding the Software.

7.2 Customer will appoint a reasonable number of contacts ("**Customer Authorized Contacts**") to engage Customer Support for questions and technical issues.

7.2.1. Customer must maintain the following Customer Authorized Contacts:

- Primary Business Contact;
- Secondary Business Contact;
- Technical Contacts: Database Administrator, Network Administrator, Data Center Administrator, and Application Server Administrator;
- Support Contact;
- Primary Customer Administrator; and
- Security Contact.

7.2.2. Customer will maintain current information for all Customer Authorized Contacts in the Support Portal.

7.2.3. Only Customer Authorized Contacts will contact Customer Support.

7.2.4. Customer will train all Customer Authorized Contacts on the use and administration of the Software.

7.2.5. Customer will provide an appropriate resource to work with ServiceNow technicians as needed when there are logged incidents.

7.3 Customer is solely responsible for the use of the Software by its users.

7.4 Customer must purchase the services of a ServiceNow support account manager.

8. CUSTOMER SUPPORT ACTIVITIES AND RESPONSIBILITIES

8.1 The responsibilities of Customer and ServiceNow with respect to the Customer Support activities described in the table below are as follows:

8.2 “Customer” designation means the activity is the sole responsibility of the Customer. ServiceNow may provide assistance for the activity pursuant to an agreed upon Statement of Work for Professional Services. Additional fees apply for Professional Services.

8.3 “SNC” designation means the activity is the sole responsibility of ServiceNow.

8.4 “SNC Assisted” designation means the activity is primarily Customer’s responsibility with ServiceNow providing assistance to Customer, as reasonably feasible, and as set forth in Section 1.2 (Remote Access). ServiceNow’s assistance is confined to creating an incident, addressing high level Customer questions, providing links to self-help resources, collecting data, and analyzing logs (if feasible).

8.5 No service level agreements apply to the Software.

Any activities not specifically described below are the sole responsibility of the Customer.

Activity	SNC-Hosted	Self-Hosted
Planning		
Capacity Sizing	SNC	Customer
Deployment Design	SNC	Customer
Hardware Acquisition	SNC	Customer
Deployment		
Hardware & Operating System Deployment	SNC	Customer
Virtualization	N/A	Customer
Load Balancer	SNC	Customer
Database Setup	SNC	SNC Assisted
Instances Deployment	SNC	SNC Assisted
Integration with Single Sign-on, Email, etc.	SNC	SNC Assisted
High Availability Build-Out	SNC	Customer
Disaster Recovery Build-Out	SNC	Customer
Operations		
Instance Cloning	SNC	SNC Assisted
Backup/Restore	SNC	Customer
Adding Worker/User Interface Nodes	SNC	SNC Assisted
Deleting Nodes	SNC	SNC Assisted
Application Upgrade	SNC	SNC Assisted
Operating System Upgrade	SNC	Customer
Database Upgrade	SNC	Customer

Monitoring		
Infrastructure Monitoring	SNC	Customer
Application Monitoring	SNC	Customer
Application Troubleshooting		
Review Java Virtual Machine Memory & Configuration	SNC	SNC Assisted
Review Application Properties	SNC	SNC Assisted
Semaphores, Connections Settings	SNC	SNC
Worker Nodes	SNC	SNC Assisted
Custom Application	Customer	Customer
Custom Integration	Customer	Customer
Infrastructure Troubleshooting		
Review Server Resources	SNC	Customer
Review Network Environment	SNC	Customer
Review Operating System Configuration	SNC	Customer
DB Troubleshooting		
Review Database Configuration	SNC	SNC Assisted
Review Memory Settings	SNC	SNC Assisted
Performance	SNC	SNC Assisted

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EXHIBIT A.2 - UPGRADES AND UPDATES

“**Upgrades**” are new Release Families applied to Customer’s instances of the Software at no additional fee during the License Term. A “**Release Family**” is a complete solution with new features or enhancements to the Software, including previously released Updates, if applicable. “**Updates**” are ServiceNow’s releases (including patches and hotfixes) of the Software applied to Customer’s instances of the Software at no additional fee during the License Term that provide problem fixes or other changes, but do not generally include new functionality. ServiceNow has the discretion to provide new functionality either: **(a)** as an Upgrade, or **(b)** as different software or service for a separate fee. ServiceNow determines whether and when to develop, release, and apply any Upgrade or Update to Customer’s instances of the Software.

ServiceNow shall use reasonable efforts to give Customer 30 days’ prior notice of any Upgrade to the Software. ServiceNow shall use reasonable efforts to give Customer 10 days’ prior notice of any Update. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade or Update if, in the reasonable judgment of ServiceNow it is necessary to: **(i)** maintain the availability, security, or performance of the Software; **(ii)** comply with Law; or **(iii)** avoid infringement or misappropriation of any third-party Intellectual Property Right. ServiceNow is not responsible for defects on any instance of the Software not in conformance with this Exhibit A.2 - Upgrades and Updates.

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SERVICENOW STORE APP ADDENDUM (GSA CUSTOMERS)

Last Update: June 9, 2021

THE APPLICATION, INTEGRATION, FUNCTIONALITY, DATA SET, OR OTHER FEATURE, MATERIALS, OR DATA REQUESTED BY YOU, INCLUDING ANY FUTURE UPDATE OR UPGRADE THERETO (“**SERVICENOW APP**”) IS MADE AVAILABLE BY SERVICENOW UNDER THE TERMS AND CONDITIONS OF THIS ADDENDUM (“**ADDENDUM**”) AND MAY SOLELY BE USED WITH THE SERVICENOW SOFTWARE-AS-A-SERVICE OFFERING (“**SUBSCRIPTION SERVICES**”).

IN THIS ADDENDUM, THE SERVICENOW SUBSCRIPTION TERMS OF SERVICE THAT GRANTS RIGHTS OF ACCESS AND USE THE SUBSCRIPTION SERVICE ARE COLLECTIVELY THE “TERMS OF SERVICE” OR “TOS”; THE GOVERNMENT ORDERING ACTIVITY IS THE “CUSTOMER,” “YOU,” OR “YOUR”; AND SERVICENOW’S ONLINE PUBLISHER PORTAL FOR ADDITIONAL CONTENT TO BE USED WITH SERVICENOW’S PRODUCTS AND SERVICES ARE AVAILABLE AT [HTTP://STORE.SERVICENOW.COM](http://store.servicenow.com) AND ITS RELATED AND SUCCESSOR WEBSITES IS THE “**SERVICENOW STORE**.”

CUSTOMER ACCEPTS THIS ADDENDUM BY EXECUTING AN ORDER FOR SUBSCRIPTION SERVICES AS REQUIRED FOR DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SERVICENOW APP AND THIS ADDENDUM IS EFFECTIVE AS OF THE FIRST DATE OF THE FOREGOING CONDITIONS FOR ACCEPTANCE (“**EFFECTIVE DATE**”). YOU ALSO REPRESENT AND WARRANT THAT YOUR AGENCY OR ORGANIZATION IS AN AUTHORIZED USER OF THE SUBSCRIPTION SERVICES PURSUANT TO THE TOS AND, IF YOU ARE AGREEING TO THIS ADDENDUM: (A) AS AN INDIVIDUAL (TO THE EXTENT APPLICABLE), YOU HAVE CAPACITY TO ACCEPT IT; OR (B) ON BEHALF OF YOUR EMPLOYER OR OTHER ENTITY, YOU HAVE AUTHORITY TO ACT ON ITS BEHALF AND TO BIND IT TO THIS ADDENDUM. IF CUSTOMER DOES NOT ACCEPT THIS ADDENDUM, CUSTOMER MUST NOT (AND HAS NO RIGHT TO) ACCESS OR USE THE SERVICENOW APP. THIS ADDENDUM WILL CONTROL TO THE EXTENT OF ANY CONFLICT WITH THE TOS, SOLELY AS APPLICABLE TO THE SERVICENOW APP.

ServiceNow Apps. The ServiceNow App available hereunder is deemed part of the Subscription Services, and all TOS terms applicable to Subscription Services apply to its use except as expressly provided herein. ServiceNow Apps may require access to a particular ServiceNow product or service as described in the product documentation applicable to the ServiceNow App. Use of the ServiceNow App grants no use right to the underlying ServiceNow product or service required for its use. In the event of the expiration or termination of Customer’s subscription to any ServiceNow product or service required to run the ServiceNow App, no further rights are granted to Customer to such product or service (or any other product or service) to enable Customer’s continued use of, or access to, the ServiceNow App.

Connections to Third-Party Services. ServiceNow Apps may include software that enables Customer’s Subscription Services to call or connect to third-party products or services, including but not limited to, application program interfaces and connectors (“**Interoperability Features**”). Interoperability Features are subject to licenses granted by the third-party product or service provider or an open-source community, and Customer may lose access to Interoperability Features at any time, without notice. As between ServiceNow and Customer, Customer is not bound by any terms not explicitly provided herein. Any information Customer transmits using Interoperability Features is subject solely to the applicable third party’s policies and procedures regarding storage, retention, and processing of data once outside the Subscription Services. Use of the products or services accessible through Interoperability Features may be subject to the terms and conditions and fees of third parties. No rights to third-party products or services are granted by this Addendum or use of the Interoperability Features. ServiceNow makes no representations or warranties, and has no liabilities or obligations (including to provide any updates, or support) whatsoever regarding Interoperability Features. The TOS, as supplemented and modified by this Addendum, is the parties’ entire agreement regarding the ServiceNow App.

Notice regarding use by government agencies. ServiceNow may offer ServiceNow Apps on a trial basis (“**Trial App**”). When offered, ServiceNow is offering these ServiceNow Trial Apps to government agencies and their authorized users, not to government employees in their individual capacities. Use of these ServiceNow Trial Apps is being offered free of charge for a limited period of time not to exceed 30 days unless a longer period of time is designated or communicated by ServiceNow (“**Trial Period**”) and ServiceNow does not now, or in the future, expect payment for such Trial Period, and hereby expressly waives any future claims for payment from the agency in connection with usage of the ServiceNow Trial App during the Trial Period. Notwithstanding the foregoing, use of the ServiceNow Trial App does not modify any entitlements or payment obligations for ServiceNow software or applications otherwise purchased by the government agency. ServiceNow shall not be responsible for any implementation or configuration costs associated with use of the ServiceNow Trial App unless separately purchased and authorized by the Government Customer. Government Customers shall confirm with the agency’s Ethics Office, contracting officers, or its authorized representatives that acceptance and usage of the ServiceNow App is permissible. Subject to the foregoing, any entitlement to use the ServiceNow App free of charge does not extend beyond expiration of the Trial Period. Customer expressly agrees that it will comply with all laws applicable to its use of the ServiceNow Apps, including laws regarding the collection, use, disclosure and transfer of personal data (as that term may be defined in applicable data protection laws). Customer shall be solely responsible for providing any notices to and obtaining any consents from individuals where required by applicable data protection laws.

Vendor App General Terms and Conditions - GSA

THANK YOU FOR CHOOSING THE ACCOMPANYING APPLICATION OR INTEGRATION (TOGETHER WITH ITS DOCUMENTATION, THE "APP"). UNLESS OTHERWISE AGREED TO IN A SEPARATE AGREEMENT BETWEEN YOU AND THE VENDOR, THESE TERMS ARE THE LEGAL AGREEMENT ("AGREEMENT") BETWEEN THE ORGANIZATION OR AGENCY ON WHOSE BEHALF YOU ACCEPT THIS AGREEMENT ("YOU"), AND THE INDICATED PROVIDER OF THE APP ("VENDOR"). IF YOU ARE A COMPANY OR OTHER ORGANIZATION, THEN THE INDIVIDUAL PERSON WHO ACCEPTS THIS AGREEMENT ON YOUR BEHALF MUST HAVE (AND SUCH PERSON HEREBY REPRESENTS TO VENDOR THAT HE OR SHE DOES HAVE) THE AUTHORITY TO BIND YOU TO THIS AGREEMENT. OTHERWISE, YOU MAY NOT ACCESS OR USE THE APP.

VENDOR IS ONLY WILLING TO PROVIDE THE APP TO YOU ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. YOU ACCEPT THIS AGREEMENT EITHER BY: (A) REPRODUCING OR USING THE APP; (B) CLICKING THE "I ACCEPT" OR SIMILAR ICON WHEN YOU DOWNLOAD THE APP; OR (C) OTHERWISE ELECTRONICALLY INDICATING ACCEPTANCE. IF YOU ARE UNWILLING OR UNAUTHORIZED TO ACCEPT THIS AGREEMENT, DO NOT ACCESS OR USE THE APP.

THE APP IS SOLELY INTENDED AND LICENSED FOR USE WITH SERVICENOW® HOSTED SOFTWARE AND SERVICES (COLLECTIVELY, "SERVICENOW PLATFORM") PROVIDED BY SERVICENOW, INC. OR ITS AFFILIATES ("SERVICENOW"). SERVICENOW IS NOT RESPONSIBLE FOR (AND WILL HAVE NO LIABILITY TO YOU IN CONNECTION WITH) THE APP OR THIS AGREEMENT.

1. Ownership. The App is protected by copyrights and other intellectual property rights. You agree that all worldwide copyright and other intellectual property rights in the App, and all copies of the App however made, are the exclusive property of Vendor and its licensors. All rights in and to the App not expressly granted to You in this Agreement are reserved by Vendor. There are no implied licenses under this Agreement.

2. Subscription. Upon payment by You of the applicable subscription fees, the App will be enabled for Your own internal use, during the Term (defined below), through a single authorized instance of the ServiceNow Platform. No license is granted to You under this Agreement to use or access the ServiceNow Platform. Access to the ServiceNow Platform must be separately purchased from ServiceNow. You are not entitled to delivery of a copy of the App apart from its deployment on Your single authorized instance of the ServiceNow Platform.

3. Restrictions on Use. You may not do (or permit others to do) any of the following: (a) modify, adapt, alter, translate, or create derivative works of the App, except that You may configure and customize the App solely to the extent that it is possible to do so using the features and functionalities of the ServiceNow Platform in their ordinary and intended manner; (b) merge or otherwise integrate the App with external components or other software except for components of the ServiceNow Platform; (c) sublicense, lease, rent, loan, assign or otherwise transfer the App or any license hereunder to any third-party; (d) host, upload, use or access the App via a time sharing, service bureau, virtualization, hosting or other remote access arrangement, except for Your single authorized instance of the ServiceNow Platform as hosted by ServiceNow; (e) reverse engineer, decompile or disassemble the App or otherwise attempt to derive the source code of the App except and only to the limited extent that we provide such source code or that such activities are expressly permitted by applicable law notwithstanding this limitation; (f) remove, alter, or obscure any confidentiality or proprietary notices (including copyright or trademark notices) of Vendor or its suppliers on, in or displayed by the App; (g) reproduce or use the App except as expressly authorized under Section 2 (without limiting the foregoing, You may not use the App apart from the ServiceNow Platform); or (h) circumvent, or provide or use a program intended to circumvent, technological measures provided by Vendor to control access to or use of the App. Further restrictions on App use by public sector customers are detailed in Section 9.3 of the Agreement.

4. Services. Limited customer support is available during the hours, and via the contact information, provided on Vendor on the ServiceNow Store. If Vendor provides no support information, then no maintenance, support or other services are provided under this Agreement.

5. Fees & Payment. Your rights under Section 2 are conditioned upon payment by You of the applicable subscription fees to Vendor in accordance with the Vendor invoice. Unless otherwise agreed to in a separate agreement with Vendor, subscription fees are payable annually in advance, and all fees are non-refundable and non-cancelable except as expressly provided in this Agreement and do not include sales and use taxes. Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current

value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3. Fees not paid when due will accrue interest at a rate in accordance with the Prompt Payment Act or any other applicable Federal law. Subject to the Contract Disputes Act and to the extent permitted by law, failure to pay fees when due may result in the withdrawal of Your App from Your instance.

6. Disclaimer of Warranty. THE APP IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND. VENDOR EXCLUDES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, RESULTS, EFFORTS OR QUIET ENJOYMENT. THERE IS NO WARRANTY THAT THE APP IS ERROR-FREE OR WILL FUNCTION WITHOUT INTERRUPTION. YOU ASSUME THE ENTIRE RISK ARISING OUT OF THE PERFORMANCE OR USE OF THE APP. TO THE EXTENT THAT VENDOR MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

7. Limitation of Liability. EXCEPT TO THE EXTENT THAT DISCLAIMER OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT WILL VENDOR, SERVICENOW, OR ANY OF THEIR RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE TO YOU FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APP, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES ARISING FROM LOSS OF REVENUE, USE, DATA, OR PROFITS, INJURY TO REPUTATION OR GOODWILL, OR THE COST OF SUBSTITUTE GOODS OR SERVICES) WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE. IF, UNDER APPLICABLE LAW, LIABILITY FOR DIRECT DAMAGES CANNOT BE EXCLUDED (NOTWITHSTANDING THE FOREGOING), THEN THE TOTAL CUMULATIVE LIABILITY OF VENDOR (OR ANY OTHER PERSON) IN CONNECTION WITH THIS AGREEMENT AND THE APP, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF US\$5.00 OR THE AMOUNT OF SUBSCRIPTION FEES (IF ANY) THAT YOU PAID TO VENDOR FOR USE THE APP GIVING RISE TO LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. YOU ACKNOWLEDGE THAT THE SUBSCRIPTION FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT VENDOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SERVICENOW WILL HAVE NO LIABILITY TO YOU, WHETHER IN CONTRACT, IN TORT OR OTHERWISE UNDER THIS AGREEMENT OR IN RELATION TO THE APP. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF AN EXCLUSIVE REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE. THE FOREGOING SHALL NOT APPLY TO AN ACTION FOR THE VENDOR’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, FRAUD, PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE, OR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

8. Term & Termination. The term of Agreement (“Term”) will commence upon Your acceptance and will remain in effect for one (1) year or as otherwise agreed upon per your invoice with the Vendor. The terms and conditions shall be effective through the duration of your agreement with Vendor. You may terminate this Agreement at any time and for any reason by giving written notice to both ServiceNow and Vendor. Unless otherwise agreed to in a separate agreement with Vendor, You will not be entitled to a refund of any fees paid hereunder. Vendor may file a claim pursuant to the Contract Disputes Act (41 U.S.C. Chapter 71) if You: (a) fail to pay any portion of the subscription fees when due and fail to cure such non-payment within thirty (30) days after receipt of notice of same; or (b) if You otherwise breach any provision of this Agreement. Upon expiration or termination of this Agreement, Your rights to use or access the App terminate, and the App must be removed from Your instance of the ServiceNow Platform. All disputes relating to this Agreement shall be governed by the Contract Disputes Act, 41U.S.C. Chapter 71. Sections 1, 5, 6, 7, and 8 will survive expiration or termination of this Agreement for any reason.

9. General Provisions.

9.1. Choice of Law & Venue. This Agreement will be governed by the Federal laws of the United States without giving effect to any choice of law principles that would require the App of the laws of a different country or state. Any legal action between You and Vendor arising out of this Agreement or Your use of the App must be instituted exclusively in the federal courts with competent jurisdiction. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (USA) do not apply to this Agreement.

9.2. Compliance with Laws. You will comply with all applicable export and import control laws and regulations in Your use of the App and, in particular, You will not export or re-export the App without all required government licenses.

Regardless of any disclosure made to Vendor of an ultimate destination of the App and accompanying technical documentation, You acknowledge that all such materials are being released or transferred to You in the United States and may be subject to U.S. export control laws and regulations including regulations of the U.S. Bureau of Industry and Security.

9.3. U.S. Government Rights. If You are a branch or agency of the U.S. Government, then You acknowledge that the App is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any technical data provided with such App is commercial technical data as defined in 48C.F.R. 12.211. Consistent with 48 C.F.R. 12.211 through 12.212 and, to the extent applicable, 48 C.F.R. 227.7202-1 through 227.7202-4, and 48 C.F.R. 252.227-7015, all U.S. Government end users acquire the App with only those rights set forth in this Agreement.

9.4. Relationship between the Parties. ServiceNow and Vendor are independent contractors. Neither party is the agent, Partner, employee, fiduciary or joint venturer of the other party under this Agreement. ServiceNow is an express third-party beneficiary of those provisions excluding or limiting its warranties and liabilities to You

9.5. Assignments. You may not assign or transfer, by operation of law or otherwise, any of Your rights under this Agreement (including Your licenses with respect to the App) to any third-party without Vendor's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. To the extent permitted by law, Vendor may assign its rights or delegate its obligations under this Agreement.

9.6. Language. This Agreement is in the English language and its English language version will be controlling over any translation, except and to the extent when required by applicable law.

9.7. Remedies. To the extent permitted by law and except as otherwise provided herein, the parties' rights and remedies under this Agreement are cumulative. You acknowledge that the App contains valuable trade secrets and proprietary information of Vendor and its suppliers, that any actual or threatened breach of this Agreement by You will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive the full extent of damages permitted under law.

9.8. Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.9. Severability. If any provision of this Agreement is held unenforceable by a court, such provision may be changed and interpreted by the court to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, to the extent permitted by law, You agree that Sections 6 and 7 will remain in effect notwithstanding the unenforceability of any other provision of this Agreement.

9.10. Entire Agreement. This Agreement constitutes the final and entire agreement between the parties regarding the subject of this Agreement and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of any purchase order or similar document submitted by You to Vendor or ServiceNow will not be effective to alter the terms of this Agreement.

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