

U.S. PUBLIC SECTOR SUBSCRIPTION TERMS OF SERVICE

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

These Terms of Service include the General Terms and Conditions, Customer Support Addendum, Data Security Addendum, Data Processing Addendum, Product Term Addendum, and any other product- or service-specific terms, as applicable (collectively, “Operational Terms”), as well as any other terms referenced herein, all of which are attached hereto and expressly incorporated in these Terms of Service. References to the “Agreement” in the Operational Terms shall mean these Terms of Service, and references to an agreement between ServiceNow and Customer shall mean the Ordering Document (as defined below) executed between the Customer and Reseller, or Reseller Order executed between 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 products and 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. These Terms of Service do not operate to bind a Customer employee or person acting on behalf of the Customer in his or her personal capacity.

GENERAL TERMS AND CONDITIONS

1. ORDERS.

1.1. ORDERS. From time to time, Customer and Reseller may execute ordering documents entered into solely between Reseller and Customer specifying the ServiceNow products and services, along with the term and scope of the authorized use thereof (“**Ordering Documents**”), subject to these Terms of Service and applicable product or service specific terms, through which Customer may order certain identified ServiceNow offerings (such offerings are, collectively, the “**Subscription Service**”). A “**Reseller Order**” means the supporting order executed by ServiceNow and Reseller or ServiceNow’s authorized distributor, as applicable. ServiceNow is not a party to the Ordering Document, but shall provide the purchased products and 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.

2. SERVICENOW RESPONSIBILITIES.

2.1. PROVISION AND SUPPORT OF SUBSCRIPTION SERVICE. During the period set forth in the applicable Reseller Order (“**Subscription Term**”), ServiceNow will provide: (1) the Subscription Service in accordance with these Terms of Service; (2) Customer Support, Availability, and Upgrades and Updates as described in the Customer Support Addendum (“**CSA**”) at <https://www.servicenow.com/upgrade-schedules.html> unless otherwise specified in an applicable addendum; (3) Product Term Addendum (“**PTA**”) at <https://www.servicenow.com/upgrade-schedules.html>; and (4) the Subscription Service in compliance with all Laws applicable to ServiceNow’s provision of the products and services. “**Law**” means any applicable law, rule, statute, decree, decision, order, regulation, judgment, and code of any government authority (federal, state, local, foreign, or international) with jurisdiction over ServiceNow’s provision, and Customer’s use, of the Subscription Service under these Terms of Service.

2.2. PROTECTION AND PROCESSING OF CUSTOMER DATA. During the Subscription Term, ServiceNow will maintain a written security program that includes industry-standard practices designed to protect data and content that is uploaded by or for

Customer or its agents, employees, or contractors, or otherwise submitted by Customer for processing in the Subscription Service (“**Customer Data**”) as set forth in the Data Security Addendum attached hereto and at <https://www.servicenow.com/upgrade-schedules.html> (“**DSA**”) unless otherwise specified in an applicable addendum. The terms of the Data Processing Addendum attached hereto and at <https://www.servicenow.com/upgrade-schedules.html> (“**DPA**”) apply to ServiceNow’s processing of Personal Data (as defined in the DPA).

2.3. APPLICABILITY. The CSA, DSA, DPA and PTA, and any other addenda in effect as of the date of the Ordering Document apply to the Subscription Service specified on such Ordering Document. To the fullest extent permitted under applicable Law, ServiceNow may update the CSA, DSA, DPA, PTA and any addenda; however, except to the extent otherwise expressly provided, in no event will any update automatically apply to such Subscription Service.

3. ACCESS AND USE RIGHTS; RESTRICTIONS.

3.1. ACCESS AND USE RIGHTS. ServiceNow authorizes Customer to access and use the Subscription Service during the Subscription Term, solely for its business purposes in accordance with the applicable ServiceNow published system requirements and technical functionality for such Subscription Service as described in the Documentation. “**Documentation**” means the then-current product documentation for the supported version(s) of the applicable Subscription Service at <https://docs.servicenow.com>.

3.1.1. THIRD-PARTY SERVICE PROVIDERS. Customer may permit third-party suppliers of products and services (“**Service Providers**”) such as authorized support contractors to access and use the Subscription Service for the limited purpose of providing products and services to Customer and supporting Customer’s operations, provided that Customer will be wholly responsible for such Service Providers’ compliance with these Terms of Service and all acts or omissions in connection with the Service Providers’ use of the Subscription Service.

3.1.2. ANCILLARY SOFTWARE. “**Ancillary Software**” means software licensed by ServiceNow to Customer that is typically deployed on systems owned or controlled by Customer to facilitate Customer’s authorized access to and use of the Subscription Service in accordance with the Documentation. ServiceNow grants Customer a non-exclusive, worldwide, non-sublicensable, non-transferable (except as expressly permitted in these Terms of Service), and limited license during the Subscription Term to install and execute Ancillary Software.

3.2. RESTRICTIONS. With respect to the Subscription Service, Customer will not (and will not permit others to): (1) use such Subscription Service in excess of contractual usage limits (including as set forth in an Ordering Document and corresponding Reseller Order), or in a manner that circumvents use limits or technological access control measures; (2) sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make it available for access by third parties, except as may be otherwise expressly stated herein or in an Ordering Document; (3) access it for purposes of developing or operating competing products or services; (4) use any Customer Technology or third-party intellectual property or technology in connection with the Subscription Service in contravention or absence of any necessary permissions, consents or use rights; or (5) use or allow it to be used in violation of Law.

3.3. USE VERIFICATION. ServiceNow may remotely review the scope of Customer’s use of the Subscription Service, and on ServiceNow’s 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 of such notice, either: (1) disable any unpermitted use; or (2) purchase additional use rights commensurate with Customer’s actual use pursuant to the invoicing requirements specified in the Ordering Document. If Customer remains non-compliant after such 30 days, Customer will stop accessing, and, to the extent permitted by Law, ServiceNow and Reseller will stop providing access to, the Subscription Service, in addition to any other available rights and remedies.

4. INTELLECTUAL PROPERTY.

4.1. SERVICENOW OWNERSHIP. As between the parties, ServiceNow and its licensors exclusively own all right, title, and interest in and to all intellectual property and proprietary rights (“**IPR**”) in the Subscription Service, Ancillary Software, Documentation, ServiceNow websites, software, and technology and methodologies created by or for, or licensed to, ServiceNow and any updates to, or derivative works of, the foregoing (“**ServiceNow Core Technology**”), notwithstanding anything in these Terms of Service, an Ordering Document or any other applicable documents to the contrary. Except for the rights and licenses expressly granted in Section 3 (Access and Use Rights; Restrictions) and this Section 4, ServiceNow, on behalf of itself and its licensors, reserves all rights in the ServiceNow Core Technology. ServiceNow Core Technology provided to Customer is licensed, not sold, even if words such as “sale” or “purchase” are used.

- 4.2. **CUSTOMER OWNERSHIP.** Customer grants to ServiceNow and its Affiliates and contractors a non-exclusive, worldwide, royalty-free, fully paid, non-sublicensable, and non-transferable license to use and reproduce Customer Data and Customer intellectual property and technology (“**Customer Technology**”) solely to provide and support the Subscription Service. 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. “**Affiliate**” means any person or entity directly or indirectly Controlling, Controlled by, or under common Control with a party, where “**Control**” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause direction of the general management of a legal entity. If Customer provides ServiceNow with feedback such as suggestions or ideas regarding the ServiceNow Core Technology (“**Feedback**”), then ServiceNow has the irrevocable right to exercise all rights in such Feedback without restriction.
- 4.3. **PROFESSIONAL SERVICES.** “**Professional Services**” means any consulting, development, or educational services provided by or for ServiceNow pursuant to an executed statement of work describing Professional Services by and between ServiceNow and Reseller or ServiceNow’s authorized distributor, as applicable, (“**SOW**”) or written description for a packaged Professional Service, attached to or referenced in an Ordering Document (“**Service Description**”). Subject to this Section 4.3, ServiceNow assigns to Customer any Newly Created IP (defined below) upon receipt of payment in full under the applicable SOW that specifies creation of the Newly Created IP. During the applicable Subscription Term, ServiceNow grants Customer a non-exclusive, worldwide, royalty-free, non-transferable (except as expressly set forth in these Terms of Service), non-sublicensable, and limited license to use the “**Deliverables**” (anything created for Customer in performance of Professional Services other than Newly Created IP) only in connection with the applicable Subscription Service for which it was built and intended for use. Nothing in these Terms of Service will limit ServiceNow’s right to perform similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its personnel providing Professional Services. For the purposes of this Section 4.3, “**Newly Created IP**” means IPR in inventions or works of authorship newly created by ServiceNow specifically for Customer and expressly identified as “**Newly Created IP**” in an SOW.
5. **WARRANTIES; DISCLAIMERS.**
- 5.1. **SERVICENOW WARRANTIES.** ServiceNow warrants that (1) during the Subscription Term, Customer’s production environment of the Subscription Service will materially conform to the features and functionality as described in the Documentation; 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.
- 5.2. **REMEDIES.**
- 5.2.1. **SUBSCRIPTION SERVICE.** If any material non-conformity to the features and functionality as described in the Documentation (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 Reseller of the non-conformity, then upon ServiceNow’s timely receipt of such notice from Reseller, Customer 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 request for refund of any amounts paid for the same. To the extent permitted by Law, this Section 5.2.1, sets forth Customer’s exclusive rights and remedies (and ServiceNow’s sole liability) in connection with this warranty.
- 5.2.2. **PROFESSIONAL SERVICES.** If within 30 days after performance of any non-conforming Professional Services, Customer notifies Reseller of a non-conformity then, upon ServiceNow’s timely receipt of notice from Reseller, ServiceNow will 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 where re-performance is not feasible, refund to Reseller any amounts paid for the nonconforming Professional Services, whereupon Customer may submit to Reseller a request for refund of any amounts paid for the same. To the extent permitted by Law, this Section 5.2.2 sets forth Customer’s exclusive rights and remedies (and ServiceNow’s sole liability) in connection with this warranty.
- 5.3. **DISCLAIMER.** Except for the warranties expressly stated in this Section 5 or any warranty expressly set forth in an addendum, to the maximum extent allowed by Law, each party disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written), including the implied 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; (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.

6. CONFIDENTIALITY.

- 6.1. DEFINITION.** “**Confidential Information**” means information that (1) is non-public and related to a party’s technology or business; (2) due to the nature of the information or circumstances of disclosure, the receiving party should reasonably understand to be confidential, whether or not labeled as proprietary or confidential at the time of disclosure; (3) Customer Data; or (4) to the extent permitted by Law, the specific terms of these Terms of Service. The obligations of confidentiality do not apply to information that (a) is or becomes generally publicly known without fault or breach by receiving party, (b) the receiving party obtains (rightfully and without restriction on use or disclosure) from a third party entitled to make the disclosure, or (c) is independently developed by receiving party without using disclosing party’s Confidential Information.
- 6.2. RIGHTS AND OBLIGATIONS.** To the extent permitted by Law, the recipient of Confidential Information will: (1) protect it from unauthorized disclosure with at least a reasonable degree of care; and (2) not use it except as necessary to exercise rights or fulfill obligations under these Terms of Service. Each party may disclose the Confidential Information to its Affiliates and employees, contractors, accountants, auditors and legal advisors, only on a need-to-know basis, who are bound to confidentiality terms consistent with those in these Terms of Service. On termination of these Terms of Service, the receiving party will, at the disclosing party’s request, return all originals, copies, reproductions, and summaries of Confidential Information, or at the disclosing party’s option, certify destruction of same, subject to Section 9.2, Effect of Termination. Notwithstanding the foregoing, ServiceNow may retain a copy of Customer’s Confidential Information pursuant to standard backup and data retention policies, which will remain subject to the confidentiality requirements in these Terms of Service.
- 6.3. THIRD PARTY REQUESTS.** These Terms of Service will not prevent the 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 (including any applicable federal or state public records law), but only if the 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 the disclosing party, at the disclosing party’s cost, in its lawful efforts to resist or limit such disclosure; and (3) discloses only that portion of Confidential Information that is legally required to be disclosed. ServiceNow Core Technology, ServiceNow Security Documents (i.e., policies, standards, standard operating procedures, certifications and attestations, and other documents related to ServiceNow’s security program), the Agreement, and the Order Forms are protected under applicable exemptions under the Law (such as trade secrets, proprietary commercial or financial information, or computer programs). Subject to and without waiving the foregoing, ServiceNow recognizes that Federal agencies are governed by the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, unless an exemption applies.

7. DEFENSE OBLIGATIONS.

- 7.1. BY SERVICENOW.** ServiceNow will: (1) have the right to intervene, or take any other procedural action necessary, to defend Customer and its officers, directors, and employees against any third-party suit, claim, action, or demand (“**Claim**”) to the extent alleging: (i) the Subscription Service used by Customer in accordance with these Terms of Service directly infringes any IPR of any unaffiliated third party (“**IPR Claim**”); (ii) 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 finally awarded to the extent arising from such Claim. In connection with any IPR Claim, ServiceNow may: (a) obtain the permission of the third party filing the Claim for Customer’s continued use of the applicable Subscription Service; (b) replace the applicable Subscription Service with a substantially functional equivalent; or (c) terminate Customer’s access to and use of the affected Subscription Service on reasonable notice, whereupon Customer may submit to Reseller a request for a refund of any prepaid fees covering that part of the applicable Subscription Term for the Subscription Service. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- 7.2. LIMITATIONS.** Notwithstanding the above, to the extent permitted by Law, ServiceNow has no obligation or liability for any IPR Claim to the extent arising from: (1) any Subscription Service not expressly authorized to be used or accessed under these Terms of Service; (2) Customer Data or Customer Technology; (3) Customer’s or its users’ use of the Subscription Service (a) in violation of Law, or (b) after being informed by ServiceNow to cease such use (after Customer is given a reasonable opportunity to cease use); or (4) modification to the Subscription Service to Customer’s specifications, or combination of the Subscription Service with anything not provided by ServiceNow, if the IPR Claim

would have been avoided but for such modification or combination.

7.3. CUSTOMER WARRANTY. To the extent permitted by Law, Customer warrants that (a) Customer Data, (b) Customer Technology, or (c) a modification to the Subscription Service 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 infringement would have been avoided by use of the unmodified Subscription Service), does not infringe any IPR, misappropriate any third-party trade secret, or violate any third-party privacy rights.

7.4. PROCESS. Each party's duty to defend under Section 7, as applicable, is subject to the party with the Claim ("**Claimant**"): (1) notifying the party with the defense obligation ("**Defending Party**") promptly of any actual or threatened Claim; (2) except where prohibited by Law, giving the Defending Party sole control of the defense of such Claim and of any related settlement negotiations; and (3) cooperating and, at the Defending Party's reasonable request and expense, assisting 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. The Defending Party will not publicize any settlement without the Claimant's prior, written consent. To the extent the parties perform as required, this Section 7 states each party's entire liability and the other party's exclusive remedy for third-party claims and third-party actions.

8. LIMITATION OF LIABILITY.

8.1. 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 fullest extent permitted by Law, each party's total, cumulative liability related to these Terms of Service and the products and services provided under these Terms of Service will be limited to the amounts received for the products, Subscription Service, or provision of Professional Services giving rise to the claim during the 12-month period preceding the first event giving rise to liability or if no amounts have been paid, the amount payable for the same period. Multiple claims will not enlarge this limit.

8.2. EXCLUDED DAMAGES. To the fullest extent permitted by Law, in no event will either party be liable for any incidental, indirect, consequential, punitive, special, or exemplary damages (including but not limited to lost profits, or loss of business or reputation), even if such party has been advised of such damages in advance or if such damages were foreseeable.

8.3. APPLICABILITY. The foregoing does not apply to: (i) obligations to pay for the Subscription Service or taxes; (ii) third party payment obligations under Section 7; (iii) infringement or misappropriation by a party of the other party's IPR; or (iv) an action in tort, separate and distinct from a cause of action for breach of these Terms of Service, for a party's gross negligence or willful misconduct.

9. TERM AND TERMINATION.

9.1. GENERAL. The Subscription Term for the Subscription Service shall begin on the Subscription Term Start Date and continue until the Subscription Term End Date indicated in the Reseller Order.

9.2. EFFECT OF TERMINATION. To the extent permitted by Law, on termination of an Ordering Document, Reseller Order, or expiration of a Subscription Term, Customer will stop accessing and using the Subscription Service and all related rights granted to Customer in these Terms of Service terminate immediately, automatically, and without notice. To the extent permitted by Law, 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 the remainder of the Subscription Term for the affected Subscription Service, if any, after the effective date of termination. At any time during the applicable Subscription Term, Customer may export or delete Customer Data using the functionality of the Subscription Service. Upon written request by Customer within 10 days following expiration or termination of all Subscription Services, ServiceNow will provide any Customer Data in the Subscription Service to Customer in ServiceNow's standard database export format at no additional charge. After such 10-day period, in conjunction with the provisions of Section 6.2, ServiceNow will delete all Customer Data in accordance with its standard operating procedures unless legally prohibited.

9.3. SURVIVAL. Sections 3.2 (Restrictions), 4 (Intellectual Property), 5 (Warranties; Disclaimer) (solely in accordance with its terms), 6 (Confidentiality), 7 (Defense Obligations), 8 (Limitation of Liability), 9 (Term and Termination) (solely in accordance with its terms), and 10 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of the Subscription Service.

10. GENERAL PROVISIONS.

10.1. ASSIGNMENT. Neither party may assign or novate its rights or obligations under these Terms of Service without the other's prior written consent, except as permitted by Law including FAR 42.1204, as applicable, and on written notice (a) in connection with a merger, reorganization, or sale of all or substantially all of either party's assets or equity, or (b) may assign or novate these Terms of Service in its entirety to any ServiceNow Affiliate. Subject to the foregoing, these Terms of Service bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

10.2. TRADE LAWS. The activities governed by these Terms of Service, including access to and usage of the Subscription Service,

are subject to the U.S. Export Administration Regulations, the regulations of the U.S. Office of Foreign Assets Control, and may also be subject to similar laws of other jurisdictions (collectively, "Trade Laws"). Customer agrees to fully comply with the Trade Laws that apply to its activities governed by these Terms of Service, including prohibitions against usage by restricted persons, for certain end-uses, and in territories embargoed by then-current Trade Laws (as of the beginning of the Subscription Term, Cuba, Iran, Syria, North Korea, and the Ukrainian regions of Crimea, the People's Republic of Luhansk, and the People's Republic of Donetsk). Customer confirms that it is not restricted or sanctioned by applicable Trade Laws, including trade sanctions laws.

- 10.2.1. U.S. GOVERNMENT RIGHTS.** This Section applies to the extent that the Subscription Service is used by or in support of the U.S. Government. The Subscription Service and Professional Services are "**Commercial Service(s)**" and/or "**Commercial Product(s)**" as defined in the Federal Acquisition Regulations ("**FAR**") at 48 C.F.R. § 2.101, and any software therein is "**Commercial Computer Software**" and "**Commercial Computer Software Documentation**," as such terms are used in the FAR at 48 C.F.R. § 12.212 and Defense FAR Supplement ("**DFARS**") at 48 C.F.R. Subpart 227.72, as applicable. The Subscription Service is being licensed to a U.S. Government Customer (i) only as Commercial Services or Commercial Products and (ii) with only those rights as are granted to all other customers pursuant to the terms and conditions herein, except that any provision of these Terms of Service that is unenforceable against the U.S. Government shall not apply to U.S. Government Customers. This customary commercial license is provided in accordance with 48 C.F.R. § 12.211 (Technical Data) and 48 C.F.R. § 12.212 (Computer Software), 48 C.F.R. § 252.227-7015 (Technical Data – Commercial Products and Commercial Services), and/or 48 C.F.R. § 227.7202-3 (Rights in Commercial Software or Computer Software Documentation), as applicable. Government Customers shall have only those rights in technical data, computer software, and computer software documentation (collectively, "**data**") set forth in these Terms of Service, except that U.S. Department of Defense Customers may acquire additional rights in technical data pursuant to DFARS 252.227-7015(b). Use of the Subscription Services by any Customer is further restricted as set forth in these Terms. This provision applies in lieu of and supersedes any FAR, DFARS, or other data rights clause or provision pertaining to the Government's rights in technical data, computer software, and computer software documentation.
- 10.3. FORCE MAJEURE.** Except for Customer's payment obligations, in accordance with FAR Clause 52.212-4(f), as applicable, neither party will be liable to the other if performance is prohibited or delayed by acts or events outside of the other party's reasonable control.
- 10.4. WAIVER; AMENDMENT.** Failure by a party to enforce any part of these Terms of Service will not be deemed a waiver of future enforcement of that or any other provision. If any term of these Terms of Service is held invalid or unenforceable by a court of competent jurisdiction, it will be enforced to the maximum extent permissible, and it will be deemed amended or replaced with a term matching the intent of the original language as closely as possible.
- 10.5. LAW; JURISDICTION; AND VENUE.** For U.S. federal Government Customers, 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 Government Customer is a state or local government entity, in accordance with GSA Schedule Contract Clause 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019), as applicable, 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. Otherwise for non-U.S. Government Entity Customers, to the extent permitted by Law, these Terms of Service will be governed by the laws of New York, without regard to its conflict of laws principles, and to the extent permitted by Law, any disputes arising out of or related to these Terms of Service or any other aspect of the parties' relationship under these Terms of Service will be heard only in a federal or state court in New York, New York. As applicable, the parties irrevocably consent to the jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum. Notwithstanding the foregoing, either party to these Terms of Service may, at any time, and without waiving any other rights under these Terms of Service, seek appropriate legal or equitable relief in any court of competent jurisdiction to protect its Confidential Information, technology and IPR.
- 10.6. CONSTRUCTION.** 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.
- 10.7. ENTIRETY; EXECUTION.** These Terms of Service, together with all documents incorporated by reference, constitute the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous oral or written agreements between the parties with respect to that subject matter. 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.

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 SUPPORT SCOPE. Customer support is provided to resolve defects causing a nonconformity in the Subscription Service as compared to the then-current Documentation (“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;
- resolving 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 ADDITIONAL SUPPORT SERVICES. ServiceNow may, in its sole discretion, offer supplemental Customer Support service options for an additional fee. If Customer chooses to purchase such supplemental services, the applicable additional terms and conditions will be reflected in the applicable package description referenced in Customer’s associated ordering document.

1.3 CUSTOMER SUPPORT ACCESS. Customer can access ServiceNow’s support portal <https://support.servicenow.com/> (“Support Portal”) to access self-help resources and open cases 24 hours a day, 7 days a week. Customer Support personnel will address cases per the Target Level of Effort for the given case Priority stated in the table below. Local Time, for the purposes of the Target Level of Effort in the table below means the regional time window of Monday through Friday, 7:00AM to 7:00PM, chosen by the customer, at set up, from the options provided in the Support Portal, when Customer Support personnel are addressing Customer’s cases. ServiceNow will provide visibility to Customer’s regional Local Time window within the Support Portal.

1.4 CASE PRIORITY; TARGET RESPONSE TIME; TARGET LEVEL OF EFFORT

Priority	Definition	Target Response Times	Target Level of Effort
P1	Any defect that causes an instance not to be accessible by authorized users.	60 minutes	Monday through Friday, 7AM to 7PM Local Time
P2	Any defect that causes a critical function to fail.	4 hours	As appropriate, Monday through Friday, 7AM to 7PM Local Time
P3	Any defect that significantly impedes work or progress.	3 business days	As appropriate, Monday through Friday, 7AM to 7PM Local Time
P4	Any defect that does not significantly impede work or progress.	4 business days	As appropriate, Monday through Friday, 7AM to 7PM Local Time

1.5 CUSTOMER RESPONSIBILITIES

1.5.1. 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.

1.5.2. 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.

1.6 EXCLUSIONS

1.6.1. Notwithstanding anything herein, the Target Response Times and Priority levels set forth above shall not modify security or privacy breach notification as set forth in the data security, data privacy and processing, or other applicable terms in Customer’s underlying Agreement.

1.6.2. Customer shall be responsible for making appropriate personnel, including Customer’s Security Contact, available continuously as needed in the event of a breach as set forth in the data security, data privacy and processing, or other applicable terms in Customer’s underlying Agreement.

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, pursuant to ServiceNow’s current Upgrade Policy, which can be found at (www.servicenow.com/upgrade-schedules.html) (or such successor site).

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.

DATA SECURITY ADDENDUM

1. SECURITY PROGRAM

While providing the Subscription Service, ServiceNow will ensure there is a written information security program of policies, procedures and controls aligned to the ISO27001 Series, or substantially equivalent standard, governing the processing, storage, transmission and security of Customer Data (the “**Security Program**”). The Security Program will include 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, provided that no such update will materially reduce the overall level of commitments or protections provided to Customer as described herein.

1.1 SECURITY ORGANIZATION. There will be a Chief Information Security Officer, or equivalent executive, that is designated as responsible for coordinating, managing, and monitoring the information security function, policies, and procedures.

1.2 POLICIES. The information security policies will be: (i) documented; (ii) reviewed and approved by management, including after material changes; and (iii) published, and communicated to personnel, and contractors, including appropriate ramifications for non-compliance.

1.3 RISK MANAGEMENT. There will be information security risk assessments performed 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 assessments will 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.

2. CERTIFICATIONS AND AUDITS

2.1 CERTIFICATIONS AND ATTESTATIONS. ServiceNow will establish and maintain sufficient controls to meet certification and attestation for the objectives stated in ISO27001, ISO27018, SSAE 18 / SOC 1 and SOC 2 Type 2 (or equivalent standards) for the Security Program. At least once per calendar year, an assessment against such standards and audit methodologies by an independent third-party auditor will be obtained for environments where Customer Data is stored.

2.2 AUDIT. ServiceNow will allow for and contribute to audits that include inspections by granting Customer access to reasonable and industry recognized documentation evidencing the policies and procedures governing the security and privacy of Customer Data and the Security Program through a self-access documentation portal (“**ServiceNow CORE**”) and at no additional costs (“**Audit**”). The information available in ServiceNow CORE will include documentation evidencing the Security Program, inclusive of the privacy policies and procedures regarding Personal Data Processed, as well as copies of certifications and attestation reports (including audits) listed above. To the extent that Customer has not reasonably been able to satisfy its audit requirements by following the procedure outlined in this Clause, ServiceNow will provide Customer with such further assistance as may reasonably be required (in accordance with the assistance obligations described herein) to substantially satisfy such requirements.

2.3 OUTPUT. Upon Customer’s request, ServiceNow and Customer may schedule a mutually convenient time to discuss the Audit. In the event the Audit has any findings of material noncompliance with the Data Processing Addendum or this Data Security Addendum (“**DSA**”), then ServiceNow will promptly address such findings of noncompliance. ServiceNow may, in its sole discretion and 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 Confidential Information of ServiceNow.

3. PHYSICAL, TECHNICAL, AND ORGANIZATIONAL SECURITY MEASURES

3.1 PHYSICAL SECURITY MEASURES.

3.1.1. DATA CENTER FACILITIES. The data center facilities will include: (1) physical access restrictions and monitoring that will 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. MEDIA. For deletion of data, an industry standard such as NIST 800-88 (or substantially equivalent) will be used for the deletion of sensitive materials, including Customer Data, before final disposition of such media.

3.2 TECHNICAL SECURITY MEASURES.

3.2.1. ACCESS ADMINISTRATION. Access by personnel to Customer Data will be conducted in a manner that: (i) is protected by authentication and authorization mechanisms; (ii) requires personnel to be assigned a unique user account; (iii) restricts the sharing of individual user accounts; (iv) requires strong authentication with complex passwords; (v) ensures accounts are lock-out enabled; (vi) requires access over a VPN; (vii) requires access privileges be based on job requirements limited to that necessary for the applicable personnel to undertake their duties; (viii) ensures access is revoked upon termination of employment or consulting relationships; and (ix) requires access entitlements be reviewed by management quarterly.

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

3.2.3. FIREWALL SYSTEM. Firewall technology will be installed and managed to protect systems and inspect ingress connections. Managed firewall rules will be reviewed in accordance with then-current operating procedures, which will be reviewed no less frequently than quarterly.

3.2.4. VULNERABILITY MANAGEMENT. Vulnerability scans will be performed within the environment to determine potential vulnerabilities in accordance with then-current security operating procedures, which will be at least quarterly. When software vulnerabilities are revealed and addressed by a vendor patch, the patch will be obtained from the applicable vendor and applied within an appropriate risk-based timeframe in accordance with the 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. Antivirus, anti-malware, and anti-spyware software will be updated on regular intervals and centrally logged.

3.2.6. CHANGE CONTROL. Changes to the environment will be reviewed to minimize risk. Such changes will be implemented in accordance with then-current standard operating procedure.

3.2.7. CONFIGURATION MANAGEMENT. Standard hardened configurations for the system components within the environment will be maintained using industry standard hardening guides, such as guides from the Center for Internet Security.

3.2.8. DATA ENCRYPTION IN TRANSIT. Industry standard encryption will be used to encrypt Customer Data in transit over public networks.

3.2.9. DATA ENCRYPTION AT REST. The encryption of Customer Data at rest will be determined by Customer and, if encrypted, will be encrypted as determined by Customer according to the applicable offerings.

3.2.10. ILLICIT CODE AND SECURE SOFTWARE DEVELOPMENT. ServiceNow will follow the secure software development and code review practices described in this section to prevent harm from malware, such as from viruses, worms, date bombs, time bombs, or shut down devices. Software will be developed using 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 secure application development practices.

3.2.11. SECURE CODE REVIEW. A combination of static and dynamic testing of code will be performed prior to the release of such code to Customers. Vulnerabilities will be addressed in accordance with the then-current software vulnerability management program. To address vulnerabilities where code has been made available to Customers, software patches will be regularly made available to Customers.

3.3 ORGANIZATIONAL SECURITY MEASURES.

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

3.3.2. SECURITY AWARENESS AND TRAINING. Security and Privacy awareness training and education will be provided to employees and contractors who have access to Customer Data. Such training will be conducted at time of hire and at least annually throughout employment.

3.3.3. VENDOR RISK MANAGEMENT. Any vendor that accesses, stores, processes or transmits Customer Data will be assessed to ensure it has appropriate security and privacy controls.

3.3.4. SOFTWARE AND ASSET INVENTORY. An inventory of the software components (including, but not limited to, open-source software) used in the environment will be maintained.

3.3.5. WORKSTATION SECURITY. Security mechanisms on personnel workstations, including firewalls, anti-virus, and full disk encryption with a minimum of AES 128-bit encryption will be implemented and maintained. Personnel will be restricted from disabling security mechanisms.

4. SERVICE CONTINUITY

4.1 DATA LOCATION. ServiceNow will host the purchased instances in data centers located in the geographic region specified on the Order Form which have attained SSAE 18 Type 2 attestations or have ISO 27001 certifications (or equivalent or successor attestations or certifications).

4.2 DATA BACKUP. Back-ups will be performed of all Customer Data in accordance with the then-current operating procedure available in the CORE Portal.

4.3 DISASTER RECOVERY. An Information Security Contingency Plan (**ISCP**) to address disaster recovery will be maintained that is consistent with industry standards for the environment and will: (i) test the ISCP at least once every year; (ii) make available summary test results that will include the actual recovery point and recovery times; and (iii) 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 environment from being recovered in accordance with the ISCP.

4.4 BUSINESS CONTINUITY. A business continuity plan (“**BCP**”) will be maintained to minimize the impact from an event to ServiceNow’s provision and support of the Subscription Services. The BCP will: (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.

4.5 REQUESTS FOR SWITCHING AND ERASURE To the extent the EU Data Act is applicable, Customer may switch and erase as set out in the EU Data Act Policy in ServiceNow CORE.

5. MONITORING AND INCIDENT MANAGEMENT

5.1 INCIDENT MONITORING AND MANAGEMENT. System events are monitored and analyzed in a timely manner in accordance with ServiceNow’s current standard operating procedures. Response teams will be escalated to and engaged as necessary to address a security incident.

5.2 BREACH NOTIFICATION.

5.2.1. NOTIFICATION. ServiceNow will report to Customer 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.

5.2.2. REPORT. The initial report will be made to Customer’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 relevant information in relation to the Breach is collected or otherwise becomes available to ServiceNow, it will provide such information without undue delay to Customer, to assist Customer to comply with its notification obligations under Data Protection Laws. In particular, to the extent reasonably possible and applicable, ServiceNow will provide Customer with the information described in Article 33 of GDPR.

5.2.3. DATA CONTROLLER OBLIGATIONS. Customer will cooperate with ServiceNow 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. Customer is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted Data Subjects in relation to any Breach and for providing such notice.

6. PENETRATION TESTS

6.1 BY A THIRD-PARTY. For each family release, skilled third-party vendors will perform penetration testing on the applications on the ServiceNow platform to identify vulnerabilities. Executive reports from the penetration testing are made available to Customer in ServiceNow CORE.

6.2 BY CUSTOMER. Customer may request to perform, at its own expense, an application penetration test for applications in which Customer Data is stored; provided that Customer will: (i) notify ServiceNow and submit a request to schedule such a test using the Support Portal per ServiceNow’s then-current penetration testing policy, and (ii) agree to ServiceNow’s penetration test agreement prior to conducting such test. In the event Customer’s authorized penetration testing identifies vulnerabilities that ServiceNow is able to reproduce, ServiceNow will, consistent with industry-standard practices, use commercially reasonable efforts to promptly make any necessary changes to improve the security of the Subscription Service.

7. SHARED SECURITY RESPONSIBILITY

7.1 PRODUCT CAPABILITIES. ServiceNow provides a variety of security settings that allow Customer to configure security of the Subscription Services for their own use such as, but not limited to: (i) authenticate users before accessing the Customer’s instance; (ii) encrypt passwords; (iii) allow users to manage passwords; and (iv) access instance application logs. Customer will manage each user’s access to and use of the Subscription Services by assigning to each user a credential and user type that controls the level of access to the applicable Subscription Services. Customer bears sole responsibility for reviewing the 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 provides to ServiceNow. Customer bears sole responsibility for implementing encryption and access control functionalities within the instance to protect Customer Data and assumes all liability for damages directly resulting from any decision not to encrypt Customer Data. Customer bears sole responsibility for protecting the confidentiality of each user’s login and password and managing each user’s access to the Subscription Services. Customer will be solely responsible for implementing the documented best practices and hardening guidelines for securing its ServiceNow instances.

7.2 SECURITY CONTACT. In accordance with 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 Services. This DSA does not apply

to: (i) information shared with ServiceNow that is not Customer Data; (ii) data in Customer's VPN or a third-party network; and (iii) any data processed by Customer or its users in violation of the Agreement or this DSA.



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. The Data Security Addendum (“**DSA**”) is incorporated by reference in this DPA.

DEFINITIONS

“**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.

“**Data Processor**” means the natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of the Data Controller.

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

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

“**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.

“**Process**,” “**Processed**” 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.

“**Sub-Processor**” means any legal person or entity engaged in the Processing of Personal Data by Data Processor.

If the Customer is a Federal Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

1. SCOPE OF THE PROCESSING

1.1 COMMISSIONED PROCESSOR. ServiceNow will act as Data Processor to Customer in the performance of the Subscription Service. Customer will act as Data Controller (unless Customer is a Data Processor, in which case ServiceNow will act as a sub-processor to Customer). Each party will comply with Data Protection Laws to which it is subject in the performance of this DPA.

1.2 INSTRUCTIONS. The Agreement constitute Customer’s written instructions to ServiceNow. Customer may issue additional or alternate instructions provided that such instructions are agreed in writing between Customer and ServiceNow.

1.3 NATURE, SCOPE AND PURPOSE OF THE PROCESSING.

- (a) ServiceNow will only Process Personal Data in accordance with Customer’s instructions and to the extent necessary for providing the Subscription Service and the Professional Services. Details of the Processing of Customer Data conducted under this DPA are set forth in Appendix 1.
- (b) ServiceNow will: (i) not sell or share Personal Data; (ii) use Personal Data for the business purpose(s) set forth in the Agreement, and not retain, use, or disclose Personal Data, except where permitted by applicable Data Protection Laws, for any purpose other than the business purpose(s) or outside of the direct business relationship between ServiceNow and Customer; (iii) notify Customer if it determines it can no longer meet its obligations under applicable Data Protection Laws; (iv) not combine Personal Data, except to the extent permitted by applicable Data Protection Laws, with personal information that ServiceNow receives from, or on behalf of, other persons or with personal information ServiceNow collects from its own interactions with consumers; (v) by complying with the obligations set out in Section 5 of this DPA, permit Customer to take reasonable and appropriate steps to ensure ServiceNow Processes Personal Data in a manner consistent with Customer’s obligations under applicable Data Protection Laws; and (vi) work together with Customer in good faith to remediate any allegedly unauthorized use of Personal Data, if Customer reasonably believes

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that ServiceNow is Processing Personal Data in an unauthorized manner and provides ServiceNow with reasonable notice of such belief. As used in this Section 1.3, “business,” “business purpose,” “consumer,” “personal information,” “sell,” and “share,” shall have the meanings ascribed to them under applicable Data Protection Laws.

2. DATA PROCESSOR

2.1 DATA CONTROLLER'S INSTRUCTIONS. Where ServiceNow believes compliance with Customer's instructions would result in a violation of Data Protection Laws or is not in the ordinary course of ServiceNow's obligations in operating the Subscription Service or delivering Professional Services, ServiceNow will promptly notify Customer thereof.

2.2 DATA PROCESSOR PERSONNEL. Persons authorized by ServiceNow to Process Personal Data will be bound by appropriate confidentiality obligations.

2.3 DATA SECURITY MEASURES. ServiceNow will maintain appropriate technical and organizational safeguards to protect the security, confidentiality, and integrity of Customer Data, including any Personal Data contained therein, as set forth in the DSA. ServiceNow makes available many security features and controls that Customer can elect to use. Customer is responsible for implementing any optional technical and organizational measures to protect Customer Data, as described in the DSA.

2.4 DATA PROCESSOR ASSISTANCE. ServiceNow will assist Customer as reasonably requested by Customer to facilitate Customer's compliance with obligations under Data Protection Laws in connection with ServiceNow's Processing of Personal Data, taking into account the nature of Processing and information available to ServiceNow.

3. REQUESTS MADE FROM DATA SUBJECTS AND AUTHORITIES

3.1 REQUESTS FROM DATA SUBJECTS. During the Subscription Term, ServiceNow will provide Customer 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”).

3.2 RESPONSES. Customer will be solely responsible for responding to Data Subjects in respect of any Data Subject Requests, provided that ServiceNow will reasonably cooperate with Customer in relation to Data Subject Requests to the extent Customer is unable to fulfill such Data Subject Requests using the functionality in the Subscription Service. ServiceNow will instruct the Data Subject to contact the Customer in the event it receives a Data Subject Request directly.

3.3 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, ServiceNow will promptly notify Customer unless prohibited by applicable law. Each party will 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.

4. BREACH NOTIFICATION

4.1 NOTIFICATION. Service now will provide breach notifications as provided in Section 5.2.1 of DSA.

4.2 REPORT. Service now will provide reports as provided in Section 5.2.2 of the DSA.

4.3 DATA CONTROLLER OBLIGATIONS. Customer will cooperate with ServiceNow to resolve any security incident as provided in Section 5.2.3 of the DSA.

5. CUSTOMER MONITORING RIGHTS.

5.1 CERTIFICATIONS AND ATTESTATIONS. ServiceNow will maintain the certifications and attestations specified in Section 2.1 of the DSA.

5.2 AUDIT. ServiceNow will allow for and contribute to audits as specified in Section 2.2 of the DSA.

5.3 OUTPUT. ServiceNow will discuss the output of the Audit as specified in Section 2.3 of the DSA.

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6. SUB-PROCESSORS

6.1 USE OF SUB-PROCESSORS. Customer authorizes ServiceNow to engage Sub-Processors appointed in accordance with this Clause 6. ServiceNow engages, as applicable, the Sub-Processors listed in <https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/servicenow-sub-processors.pdf> in respect of the Subscription Services. ServiceNow (or the relevant ServiceNow Affiliate) will require all of its Sub-Processors to agree to no less protective terms as those agreed by ServiceNow under this DPA.

6.2 NEW SUB-PROCESSORS. Prior to ServiceNow engaging a new Sub-Processor for the Subscription Service, ServiceNow will notify Customer by email to Customer's designated contact in the ServiceNow Support Portal, or by notification within the ServiceNow Support Portal (or other mechanism used to notify its customer base). With respect to providing the notice described in the preceding sentence, ServiceNow will provide at least 30 days' prior written notice before engaging a Sub-Processor with respect to existing Subscription Services which Customer has purchased. If a new Sub-Processor is engaged to support a new Subscription Service or a new feature of an existing Subscription Service, then the notice described in this Clause will be provided at or before the time such feature or Subscription Service is made generally available. Upon written request by Customer, ServiceNow will make a summary of the data processing terms with the Sub-Processor available to Customer. Customer 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.

6.3 RIGHT TO OBJECT. Customer may object to ServiceNow's proposed use of a new Sub-Processor by notifying ServiceNow if Customer reasonably determines such Sub-Processor is unable to Process Personal Data in accordance with the terms of this DPA. In the event Customer objects, ServiceNow will reasonably consider such objection and will notify Customer if it intends to use the Sub-Processor at issue ("**Processor Notice**"). If such Sub-Processor is going to be used, Customer may terminate the applicable Order Form(s) or Use Authorization(s) with respect to the Subscription Service requiring use of the Sub-Processor at issue upon written notice to ServiceNow within 30 days of the date of Processor Notice. 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.

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

7. INTERNATIONAL DATA TRANSFERS

7.1 TRANSFER MECHANISM. The transfer of Personal Data from the European Economic Area ("**EEA**"), the United Kingdom or Switzerland to a country located outside of the EEA which is not subject to an adequacy decision (a "**Data Transfer**") will be subject to the standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as annexed to Commission Implementing Decision 2021/914 ("**SCCs**"), which are incorporated into this DPA by this reference.

7.2 APPLICATION OF SCCs.

7.2.1 Modules. Module Two (Data Controller to Data Processor) will apply to a Data Transfer when Customer is a Data Controller. Module Three (Data Processor to Data Processor) will apply to a Data Transfer when Customer is a Data Processor.

7.2.2 Optional provisions. Where the SCCs identify optional provisions:

- (a) in Clause 7 (Docking Clause) – the optional provision applies;
- (b) in Clause 9(a) (Use of sub-processors) – Option 2 applies (and the parties will follow the process and timings agreed in the DPA to appoint sub-processors);
- (c) in Clause 11(a) (Redress) – the optional provision does not apply;
- (d) in Clause 17 (Governing law) – option 1 applies, and where the Agreement is governed by the laws of an EU Member State, the laws of that EU Member State apply; otherwise, Irish law applies; and

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(e) in Clause 18(b) (Choice of forum and jurisdiction) – where the Agreement is subject to the jurisdiction of the courts of an EU Member State, the courts of that EU Member State have jurisdiction; otherwise, the courts of Dublin, Ireland have jurisdiction.

7.2.3 Annexes of SCCs.

(a) In Annex 1A: the data exporter(s) is the Customer and its Affiliates making the Data Transfer (the "**Data Exporter**") and the data importers are ServiceNow entities receiving the Data Transfer (the "**Data Importer**"). The full name, address and contact details for the Data Exporter and the Data Importer are set out in the Agreement, or can be requested by either party.

(b) In Annex 1B: The relevant details are those set out in the Agreement, including Appendix 1 "Details of Processing" of this DPA.

(c) In Annex 1C: The competent supervisory authority is the supervisory authority applicable to the Customer (or, where relevant, applicable to the Customer's representative).

(d) In Annex 2: the security provisions contained in the DSA or other security related provisions in the Agreement apply.

7.3 INTERACTION WITH THE AGREEMENT. All notices, requests, monitoring/audit rights, conduct of claims, liability, and erasure or return of data relating to the SCCs will be provided/managed/interpreted, as applicable, in accordance with the relevant provisions in the Agreement, to the extent that such provisions do not conflict with the SCCs.

7.4 TRANSFERS SUBJECT TO SWISS DATA PROTECTION LAW. If there is a Data Transfer subject to Data Protection Laws of Switzerland, then the SCCs will apply with the following modifications: the competent supervisory authority in Annex 1.C under Clause 13 will be the Federal Data Protection and Information Commissioner; references to a "Member State" and "EU Member State" will not be read to prevent data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland); and references to "GDPR" in the SCCs will be understood as references to Data Protection Laws of Switzerland.

7.5 TRANSFERS SUBJECT TO UK DATA PROTECTION LAW. If there is a Data Transfer subject to Data Protection Laws of the United Kingdom, then the International Data Transfer Addendum to the SCCs ("**UK IDTA**"), as issued by the Information Commissioner in the United Kingdom will apply and is incorporated by reference into this DPA. The information needed to complete the Tables to the UK IDTA is set out in the Agreement, including Appendix 1 "Details of Processing" of this DPA.

7.6 EXECUTION. Notwithstanding the fact that the SCCs and/or UK IDTA are incorporated herein by reference without the signature pages of the SCCs actually being signed by the Data Exporter or Data Importer, the parties agree that its respective execution of the Agreement is deemed to constitute its execution of the SCCs and/or the UK IDTA on behalf of the Data Exporter/Data Importer (as applicable).

7.7 ALTERNATIVE MECHANISMS. If an alternative transfer mechanism, such as Binding Corporate Rules, is adopted by ServiceNow, or the Trans-Atlantic Data Privacy Framework (an "**Alternative Mechanism**") becomes available during the term of the Agreement, and ServiceNow notifies Customer that some or all Data Transfers can be conducted in compliance with Data Protection Laws pursuant to the Alternative Mechanism, the parties will rely on the Alternative Mechanism instead of the provisions above for the Data Transfers to which the Alternative Mechanism applies.

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APPENDIX 1
DETAILS OF PROCESSING

1. **Subject matter.** The subject matter of the data Processing under this DPA is the Personal Data included in Customer Data.
2. **Duration.** As between ServiceNow and Customer, the duration of the data Processing under this DPA is the Subscription Term.
3. **Purpose and nature.** The purpose and nature of the data Processing under this DPA is the provision of the Subscription Service.
4. **Type of Personal Data.** Personal Data included in Customer Data which is uploaded to the Subscription Service.
5. **Categories of data subjects.** The Data Subjects could include Customer's customers, employees, suppliers, agents, partners and/or end users.

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**U.S. Public Sector Subscription Terms of Service
Product Term Addendum**

This Product Term Addendum (“PTA”) modifies the U.S. Public Sector Subscription Terms of Service with supplemental terms for specified ServiceNow products and services. These terms apply only to the extent that the associated product is purchased by the Customer, downloaded by the Customer, or the functionality is enabled by the Customer, as applicable for the product or service. Additional product or entitlement terms may be specified at time of order, as applicable based on the products purchased. For terms and conditions referenced by hyperlink below, the referenced terms are herein incorporated by reference. These terms are enforceable only to the extent that -

- (1) The terms are available at referenced locations;
- (2) The terms do not materially change government obligations;
- (3) The terms do not increase government prices;
- (4) The terms do not conflict with Federal law, including GSAR Clause 552.212-4(w) (DEVIATION FAR 52.212-4) (JAN 2023) .

Product, App, or Functionality Terms and Conditions

Product or Functionality	Terms
Impact IDI	The ServiceNow Impact Application includes a required data synchronization (“Data Sync”) with the ServiceNow internal Impact Delivery Instance (IDI, defined below). Data within the Impact Application will be transmitted to and stored in the IDI. By using the data synchronization with the ServiceNow Impact Application, certain data will be transferred outside of Customer’s ServiceNow instance to IDI, which may be hosted in a different Data Center Region from Customer’s originating ServiceNow instance. For the avoidance of doubt, data synchronized with IDI is not Customer Data under the Agreement (though it remains subject to the confidentiality terms agreed between ServiceNow and Customer). Customer will work with the Impact team to enable the Data Sync.
Products Covered by Product Specific Terms (Commercial Hosting Environments)	Advanced AI and Data Products, Workflow Data Fabric, and any other product or service that incorporates the Product-Specific Terms: Product-Specific Terms available at: https://www.servicenow.com/upgrade-schedules.html
Products Covered by the Restricted and Self-Hosted Product-Specific Terms	Advanced AI and Data Products, Workflow Data Fabric, and any other product or service that incorporates the Product-Specific Terms for offerings hosted in ServiceNow’s Restricted Environments or Self-Hosted: Restricted And Self-Hosted Product-Specific Terms available at: https://www.servicenow.com/upgrade-schedules.html

<p>Innovation Labs</p>	<p>For products identified as ServiceNow Innovation Lab, experimental, or otherwise pre-release, the following terms supplement and modify the U.S. Public Sector Subscription Terms of Service:</p> <p>No support—ServiceNow has no obligation to provide any support or maintenance for any of the Innovation Lab Products.</p> <p>INNOVATION LAB PRODUCTS ARE EXPERIMENTAL OR PRE-RELEASE PRODUCTS AND MAY OR MAY NOT BE MADE GENERALLY AVAILABLE AND MAY CONTAIN ERRORS AND FAULTS. ALL INNOVATION LAB PRODUCTS AND RELATED CONTENT AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, (I) SERVICENOW AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE INNOVATION LAB PRODUCTS, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; AND (II) IN NO EVENT WILL SERVICENOW OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THE INNOVATION LAB PRODUCTS.</p>
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App Store	ServiceNow App Store Terms applicable to Customer’s hosting environment, available at: https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/app-store-terms-of-use.pdf
HealthScan	In the event ServiceNow’s instance scanning technology (“HealthScan”) to provide such Impact Activities, services engagements, or other mutually agreed programs, Customer agrees that, notwithstanding anything else to the contrary in the Agreement or an Ordering Document, ServiceNow may run HealthScan(s) on Customer’s instance(s) and transfer certain Customer Data necessary for the performance of the Impact Activities to a centralized ServiceNow instance that may be hosted in a jurisdiction outside of Customer’s originating data center hosting location. Notwithstanding the foregoing, Customer Data hosted on an instance in the U.S. Government Community Cloud (“GCC”) shall not be transferred outside the GCC boundary.
Temporary Instance Cloning	Temporary Instance in the event an applicable Impact Activity requires ServiceNow to create a temporary instance (“Temporary Instance”) to provide such Impact Activities, services engagements, or other mutually agreed programs, Customer agrees that, notwithstanding anything else to the contrary in the Agreement or an Ordering Document and only to the extent necessary to provide the selected Impact Activity, Customer instructs ServiceNow to and expressly agrees that ServiceNow will clone Customer’s selected instance of the ServiceNow platform (“Source Instance”), including any configurations and customizations thereon and data therein to provide the applicable Impact Activity. The Temporary Instance will be deleted in accordance with ServiceNow’s internal policies and procedures. ServiceNow agrees to implement reasonable technical and organizational measures to protect data processed within the Temporary Instance, and Customer expressly agrees that the foregoing commitment to implement reasonable technical and organizational measures and delete the Temporary Instance in accordance with ServiceNow’s internal policies and procedures replaces and supersedes all terms related to data protection regarding the Temporary Instance in the existing agreement, including security and deletion terms.
Advance Data and AI Products use for Professional Service	For any SOW, Package Description, or other services agreement contemplates the use of Advance Data and AI Products, where Customer does not have Advance Data and AI Products installed on Customer’s instance(s), the ServiceNow Services team may install such products temporarily to deliver the Service. The Product Specific Terms or Advanced AI Products for Restricted or Self-Hosted Environments, as applicable based on hosting region, apply to the use of the Advanced AI and AI Products.



Hosting Region Specific Terms and Conditions

Hosting Region	Terms
Government Community Cloud	Government Community Cloud Addendum, available at: https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/government-community-cloud-amendment.pdf
National Security Cloud	National Security Cloud Addendum available at: https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/il5-national-security-cloud-addendum.pdf
Commercial Hosting	<p>The following terms may apply to certain products or features hosted in the commercial hosting environment:</p> <p>Centralized ServiceNow Environment. Customer Data may be transferred outside of Customer’s ServiceNow instance to a centralized ServiceNow environment, which may be hosted in a different Data Center Region from Customer’s originating ServiceNow instance (“Centralized ServiceNow Environment”). The relevant terms set forth in the Agreement pertaining to ServiceNow’s security and data protection program will apply to the Centralized ServiceNow Environment, except for any terms relating to certifications, attestations, and penetration testing conducted by Customer. Notwithstanding the foregoing, ServiceNow will make available a SOC 2 Type 2 attestation and a penetration test summary report applicable to Customer Data processing by Advanced AI and Data Products in the Centralized ServiceNow Environment.</p> <p>Public Cloud Infrastructure. The infrastructure used to host or process Customer Data may be provided, in whole or in part, by a third-party public cloud provider. Customer Data will be transferred between ServiceNow’s infrastructure, which may include a Centralized ServiceNow Environment, and the third-party public cloud provider and may be processed in a different Data Center Region from Customer’s originating instance. The third-party public cloud provider will utilize industry-standard privacy and security protections, which may differ from those of the Subscription Service. The relevant terms set forth in the Agreement pertaining to ServiceNow’s security and data protection program will apply to third-party public cloud hosting or processing, except for terms regarding certifications, attestations, and Customer-conducted penetration testing. Upon Customer’s request, ServiceNow will provide pertinent data security documentation made available by the third-party public cloud provider.</p>
Third Party Hosted Products	Subscription products and services that use commercial hosting environments provided by third party Sub-Processors are subject to the Third Party Hosted Product Addendum, available at: https://www.servicenow.com/upgrade-schedules.html

SERVICENOW GOVERNMENT COMMUNITY CLOUD ADDENDUM

This ServiceNow Government Community Cloud addendum (“**GCC Addendum**,”) sets forth the modified or supplemental terms applicable to ServiceNow’s operation and Customer’s use of the ServiceNow Subscription Services that are hosted in ServiceNow’s Government Community Cloud (“**GCC**”) environment (“**GCC Hosted Products**”). To the extent there is any conflict between the agreement governing Customer’s use of the Subscription Products and the terms of this GCC Addendum, the terms of this GCC Addendum shall prevail with respect to GCC Hosted Products. All capitalized terms not defined in this GCC Addendum have the meaning given to them in the Terms of Service. For the avoidance of doubt, this GCC Addendum shall not apply to the services or products hosted in environments other than GCC, professional services, or applications from the ServiceNow Store.

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.** This Section 2, modifies or supplements the DSA for the GCC Hosted Products:
 - a. **Security.** All references to ISO27001, ISO27018, SSAE 18/ SOC 1 and SOC Type 2 in the Security Program shall be replaced with NIST Special Publication 800-53, or substantially equivalent standards, governing the processing, storage, transmission, and security of Customer Data.
 - b. **Section 2.1 Certifications and Attestations.** Delete Section and replace with the following: “ServiceNow shall establish and maintain the controls as detailed in the System Security Program 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.”
 - c. **Audit.** The following shall be added to the Audit section of the DSA: “Upon written request ServiceNow shall make available the FedRAMP High and IL4 Authorized reports.”
 - d. **Data Encryption At Rest.** All references to encryption of Customer Data at rest shall be replaced with ServiceNow will encrypt Customer Data at-rest in accordance with the System Security Program. Customer, at their own discretion, may additionally enable encryption features made available within the GCC Hosted Products.
 - e. **Data Location.** GCC instances shall be hosted within the U.S.
3. **GCC Authorizations.** ServiceNow’s GCC operating environment is authorized at the level specified in the ServiceNow Ordering Documents. Customers are responsible for analyzing whether the authorized level and connection type is appropriate for the Customer’s use case and Customer Data types. Certain products may be made available in GCC after the necessary independent audit (e.g., 3PAO) is complete and the products are formally recommended for approval, but the AO has not yet approved the request. ServiceNow will use reasonable efforts to publish and maintain a list of products that are available under these conditions. Moreover, ServiceNow and other third-party Applications (Apps) provided via the ServiceNow App Store or other means may not be within scope of ServiceNow’s P-ATOs. Customer are required to determine whether the product(s) meets their security requirements prior to installation and usage.

SERVICENOW NATIONAL SECURITY CLOUD ADDENDUM

This Service Now National Security Cloud addendum (“**NSC Addendum**”) sets forth the modified or supplemental terms applicable to ServiceNow’s operation and Customer’s use of the ServiceNow Subscription Services that are hosted in ServiceNow’s National Security Cloud (“**NSC**”) environment (“**NSC Hosted Products**”). To the extent there is any conflict between the ServiceNow Public Sector Subscription Terms of Service (“**Terms of Service**”) and the terms of this NSC Addendum, the terms of this NSC Addendum shall prevail with respect to NSC Hosted Products. All capitalized terms not defined in this NSC Addendum have the meaning given to them in the Terms of Service. For the avoidance of doubt, this NSC Addendum shall not apply to the services or products hosted in environments other than the NSC, professional services, or applications from the ServiceNow Store.

1. **Support.** Customer Support for the NSC 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 NSC Hosted Products.

3. **Data Security Addendum.** This Section 3 modifies or supplements the DSA for the NSC Hosted Products:

- a. **Security Program.** All references to ISO27001, ISO27018, SSAE 18 / SOC 1 and SOC 2 Type 2 in Section 1 (Security Program) of the DSA shall be replaced with NIST Special Publication 800-53, or substantially equivalent standards, governing the processing, storage, transmission, and security of Customer Data.
- b. **Certifications and Attestations.** Section 2.1 of the DSA (Certifications and Attestations) is deleted in its entirety and replaced with the following: “**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 undergo an annual assessment by a Third-Party Assessment Organization (“**3PAO**”), as required to maintain IL5 Authorization.”
- c. **Audit.** The following shall be added to Section 2.2 (Audit) of the DSA: “Service Now shall make the report resulting from the 3PAO annual assessment available to Customer in ServiceNow CORE or an alternative documentation portal.”
- d. **Vulnerability Management.** In Section 3.2.4 of the DSA (Vulnerability Management), “at least quarterly” is deleted and replaced with “at least monthly.”
- e. **Data Encryption At Rest.**
 - i. Section 3.2.9 (Data Encryption at Rest) of the DSA is deleted in its entirety and replaced with the following: “ServiceNow will encrypt Customer Data at-rest in accordance with the System Security Plan. Customer, at their own discretion, may additionally enable encryption features made available within the NSC Hosted Products.”
 - ii. The fourth sentence of Section 7.1 (Product Capabilities) of the DSA is deleted in its entirety and replaced with the following: “Customer bears sole responsibility for implementing optional or customer-controlled encryption and access control

functionalities within Customer’s instance to protect Customer Data and assumes all liability for damages directly resulting from any decision not to enable customer-controlled encryption of Customer Data.”

- f. **Data Location.** Section 4.1 (Data Location) of the DSA shall be deleted in its entirety and replaced with: “ServiceNow will host the purchased instances in data centers located in the United States which have attained IL5 Authorization.”
- g. **ServiceNow CORE.** References to “ServiceNow CORE” shall be deleted and replaced with “ServiceNow CORE or alternative documentation portal.”

4. Evaluation of Use Case. ServiceNow’s NSC operating environment is authorized at the level specified in the ServiceNow Ordering Documents. Customers are responsible for analyzing whether the authorized level and connection type is appropriate for the Customer’s use case and Customer Data types. Certain products may be made available in NSC after the necessary independent audit (e.g., 3PAO) is complete and the products are formally recommended for approval, but the AO has not yet approved the request. ServiceNow will use reasonable efforts to publish and maintain a list of products that are available under these conditions. Moreover, ServiceNow and other third-party Applications (Apps) provided via the ServiceNow App Store or other means may not be within scope of ServiceNow’s P-ATOs. Customer is required to determine whether the product(s) meets their security requirements prior to installation and usage.

5. 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 DSA.”

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ServiceNow® Store Terms of Use

Last Updated: March 27, 2026

THESE STORE TERMS OF USE (“AGREEMENT”) GOVERN THE USE OF ALL STORES ON WHICH SERVICENOW MAKES AVAILABLE APPS, INCLUDING THE STORE CURRENTLY LOCATED AT [HTTP://STORE.SERVICENOW.COM](http://store.servicenow.com) (COLLECTIVELY, THE “STORE”), AND ANY APPS MADE AVAILABLE THROUGH THE STORE. THIS AGREEMENT IS A BINDING CONTRACT BETWEEN YOU AND ANY OTHER PERSON ON WHOSE BEHALF YOU ACCEPT THESE TERMS (COLLECTIVELY “YOU” and “YOUR”) AND SERVICENOW, INC. (IF YOUR DOMICILE IS WITHIN THE USA, CANADA OR MEXICO), SERVICENOW JAPAN G.K. (IF YOUR DOMICILE IS WITHIN JAPAN), OR SERVICENOW NEDERLAND B.V. (IF YOUR DOMICILE IS WITHIN ANY OTHER COUNTRY) (IN ANY CASE, “SERVICENOW,” “WE,” “US” AND “OUR”). YOU ACCEPT THIS AGREEMENT BY ACCESSING OR USING THE STORE OR ANY APPS MADE AVAILABLE THROUGH THE STORE. THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS AUTHORITY TO BIND THE ENTITY TO THESE TERMS.

- 1) **The Store.** ServiceNow makes available applications, integrations, and other digital products or solutions (collectively, “**Apps**”) published by both ServiceNow and third parties. Apps may solely be used in conjunction with the ServiceNow platform, ServiceNow subscription services, and any other products or services made available by ServiceNow outside the Store (“**ServiceNow Products**”). You are solely responsible for verifying compatibility between an App and your ServiceNow Products prior to installation.
- 2) **ServiceNow Apps.** Any App published by ServiceNow on the Store (a “**ServiceNow App**”) will be deemed a part of the ServiceNow Product with which it is used. Your use of each ServiceNow App is governed by the agreement that grants you rights to access and use the applicable ServiceNow Product and the Product-Specific Terms, attached hereto and located at <https://www.servicenow.com/upgrade-schedules.html> (and any successor or related locations designated by ServiceNow), as may be updated by ServiceNow from time to time (collectively, in combination with any related order forms, use authorizations, addenda, amendments and incorporated documents, the “**Ordering Agreement**”). In the event of a conflict between the Ordering Agreement and this Agreement, the terms of this Agreement will control solely as applicable to the ServiceNow App. Use of a ServiceNow App grants no right to the underlying ServiceNow Product required for its use. In the event of the expiration or termination of Customer’s subscription to any ServiceNow Product required to use the ServiceNow App, your right to use the ServiceNow App will also terminate.
 - a) **Pre-Release ServiceNow Apps.** ServiceNow may make certain ServiceNow Apps or certain features in the ServiceNow App available on a pre-release basis, including as part of the Innovation Lab. Pre-release ServiceNow Apps are provided “AS IS” and on an “AS AVAILABLE” basis. ServiceNow makes no representations or warranties of any kind and disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, for any pre-release ServiceNow App. ServiceNow may deactivate a pre-release ServiceNow App at any time, with or without notice to you.
 - b) **Impact App.** The ServiceNow App for ServiceNow’s Impact offering allows Customers to install, consume and manage certain Impact capabilities to which they are entitled, to communicate and work with the ServiceNow Impact team, and to visualize helpful data directly on their instance (together with any related or successor applications, the “**Impact App**”). Your use of the Impact App may require you to cooperate with ServiceNow to transmit data to an internal ServiceNow instance (an “**Impact Delivery Instance**”), which may be hosted in a different Data Center Region from your originating ServiceNow instance. Any data transmitted to the Impact Delivery Instance will not constitute Customer Data (as defined in the Ordering Agreement) but will be subject to any confidentiality terms agreed to between ServiceNow and you.

- 3) **Third-Party Apps and Interoperability Features.** Any App published by a third party on the Store (a “**Third-Party App**”) and any third-party software embedded within a ServiceNow App that provides the ability for ServiceNow Products to call or connect with third-party products or services (“**Interoperability Features**”) may be subject to separate terms and conditions. ServiceNow is not a party to third-party terms and conditions and has no liability or obligation to you with respect to Third-Party Apps or Interoperability Features. Your use of a Third-Party App or a third-party service via an Interoperability Feature will not be subject to any support, warranty, or indemnity under the Ordering Agreement. To the extent that your use of a Third-Party App or an Interoperability Feature causes your data to be transferred outside of the ServiceNow environment, such data will be subject solely to the applicable third party’s policies and procedures regarding storage, retention, and processing of data.
- 4) **Purchase and Payment.** To the extent not prohibited by applicable law, Any purchases made on Store are final, non-cancellable, and non-refundable. If you purchase an App by credit card, your card will be billed monthly during the subscription term. Otherwise, payment for an App is due within 30 days after invoice receipt date. For non-Federal Ordering Activities, late payments accrue interest at 1.5% per month or the legal maximum interest rate, whichever is lower. For the Federal Ordering Activity, the interest rate shall be established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. To the extent applicable, ServiceNow 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, as applicable under 552.212-4(k). For Non-Federal Ordering Activities, to the extent permitted by law, ServiceNow may suspend or cancel your subscription if payment is late. Prices exclude all taxes associated with your purchase, access to, use of or payment for the App, which you are responsible for paying. 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 you. For the avoidance of doubt, if Customer is entitled to a ServiceNow App through the execution of ordering documents (“**Order Forms**”), then those entitled ServiceNow Apps are governed by the applicable payment terms the applicable your Order Form /Ordering Document.
- 5) **App Rights and Restrictions.** You may not (a) provide a third party with access to an App except as necessary to provide services to you as an agent or contractor or (b) use an 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, you will purchase additional subscription rights or stop such overuse within 30 days.
- 6) **Term and Termination.** For ServiceNow Apps, the subscription and renewal terms set forth in the Ordering Agreement for the applicable ServiceNow Product will apply. Unless otherwise indicated, subscription terms for Third-Party Apps are for 12 months and may be renewed during the term of this Agreement by executing a written ordering document with the Third-Party App vendor. Prices for renewal are subject to increase upon advance notice to you. This Agreement remains in effect until you have uninstalled or otherwise ceased to use all Apps you installed from the Store or until terminated (1) for the Federal Ordering Activity, in accordance with the Disputes Clause (Contract Disputes Act) and the FAR; or (2) for a non-Federal Ordering Activity, by ServiceNow upon 30 days’ written notice due to a breach of this Agreement or the Ordering Agreement, whichever occurs first. Upon expiration or termination of this Agreement, you will cease to use and uninstall all Apps within 45 days of the date of expiration or termination, and the entirety of this Agreement, including your payment obligations, will survive. Termination of this Agreement has no effect on your subscriptions or licenses to ServiceNow Products.
- 7) **Updates and Deactivation.** ServiceNow may automatically install, or prompt you to install, updates to Apps from time to time. If (a) ServiceNow reasonably believes that 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 negatively impact the integrity, performance, or availability of the ServiceNow Products or (b) a Third-Party

App provider withdraws an App from the Store or ceases to be a part of the ServiceNow Partner Program, then ServiceNow may deactivate the App or require you to remove that App from your instance of ServiceNow Products.

- 8) **Disclaimer of Warranties.** EXCEPT FOR THE WARRANTIES THAT APPLY TO SERVICENOW APPS UNDER THE ORDERING AGREEMENT, SERVICENOW SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE USE OF STORE OR ANY THIRD-PARTY APP OR INTEROPERABILITY FEATURE (INCLUDING A “CERTIFIED APP”) INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM DEFECTS OR VIRUSES, OR AVAILABILITY.

- 9) **Limitations and Exclusions of Liability.** EXCEPT TO THE EXTENT PROHIBITED UNDER LAW OR AS OTHERWISE EXPRESSLY AGREED TO BY SERVICENOW IN THE ORDERING AGREEMENT FOR THE APPLICABLE SERVICENOW PRODUCT WITH WHICH A SERVICENOWAPP IS USED, SERVICENOW SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF STORE OR ANY THIRD-PARTY APP OR INTEROPERABILITY FEATURE, INCLUDING ANY DIRECT, 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 THIRD-PARTY APP OR INTEROPERABILITY FEATURE GIVING RISE TO DAMAGES. IF SERVICENOW IS LIABLE TO YOU FOR DAMAGES OF ANY KIND, THEN SERVICENOW’S TOTAL, CUMULATIVE LIABILITY TO YOU, ARISING OUT OF OR RELATED TO ANY THIRD-PARTY APP OR INTEROPERABILITY FEATURE, WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT EXCEED THE PRICE (IF ANY) THAT YOU PAID THROUGH STORE TO ACCESS THAT THIRD-PARTY APP OR INTEROPERABILITY FEATURE 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 ((1) FOR FRAUD; OR (2) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

- 10) **Regulated Environments.**
 - a) **U.S. Government Community Cloud (“GCC”) and National Security Cloud (“NSC”) Authorizations.** ServiceNow’s GCC and NSC operating environments are authorized at the level specified in the ServiceNow Ordering Agreement. Customers are responsible for analyzing whether the authorized level and connection type is appropriate for the Customer’s use case and Customer Data types. Certain products may be made available in GCC or NSC after the necessary independent audit (e.g., 3PAO) is complete and the products are formally recommended for approval, but the AO has not yet approved the request. ServiceNow will use reasonable efforts to publish and maintain a list of products that are available under these conditions. Moreover, ServiceNow Apps, Third-Party Apps, and Interoperability Features provided via the Store or other means may not be within scope of ServiceNow’s Provisional Authorizations to Operate (“P-ATOs”). Customers are required to determine whether the product(s) meets their security requirements prior to installation and usage.
 - b) **Purchase and Payment.** For certain hosting environments, including self-hosted and regulated environments, ServiceNow may require purchases and payment to occur outside of the Store from an authorized ServiceNow partner. Such purchases, and any corresponding terms and conditions that apply to those purchases, must be executed out of the Store directly with the applicable third party and/or their appointed resale partner.

- 11) **U.S. Federal, State, or Local Government Customers.** For U.S. Government Customers, references to the “Ordering Agreement” shall mean the ServiceNow Public Sector Terms of Service or Public Sector Self-Hosted Licensing Terms, as applicable. Use of any ServiceNow App by U.S. Government Customers is also subject to the Restricted and Self-Hosted Product-Specific Terms and Restricted and Self-Hosted Usage Policy (as may be updated by ServiceNow from time to time), located at <https://www.servicenow.com/upgrade-schedules.html> (and any successor or related locations designated by ServiceNow). Notwithstanding Section 12, if Customer is a U.S. Federal entity, this Agreement shall be subject to the 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 Federal laws of the United States. If Customer is a state or local government entity, this Agreement 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.
- 12) **General Terms.** You 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. You may submit purchase orders for your administrative convenience, but those purchase orders will not affect the terms of this Agreement, which may only be modified as provided in this Section 12 or by a writing signed by both parties. ServiceNow may update this Agreement from time to time and will provide notice of any such amendments by posting an updated version of the Agreement online or by amending the updated terms in the applicable Reseller Order, as applicable. The updated version of the Agreement will apply to transactions on Store on a going-forward basis. 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. If you are contracting with ServiceNow, Inc. as described above, except as otherwise provided under Section 11 above, this Agreement shall be governed by the laws of the United States and State of California without regard to its conflicts of laws rules and any dispute arising out of this Agreement, Store or any App shall be heard exclusively by a court sitting in Santa Clara County, California, USA.. This Agreement constitutes the final and entire agreement between you and us with respect to Store and Third-Party Apps, and it supersedes all prior and contemporaneous agreements relating to its subject matter except as expressly provided herein. This Agreement, in combination with the Ordering Agreement, constitutes the final and entire agreement between you and us with respect to ServiceNow Apps, and it supersedes all prior and contemporaneous agreements relating to its subject matter except as expressly provided herein and therein. This Agreement controls over any conflicting provision in the ServiceNow Website Terms of Use unless otherwise expressly provided herein.

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 REFERENCE MATERIALS AND GUIDANCE

ServiceNow may provide reference materials and/or guidance regarding planning, deployment, and/or operation of the self-hosted environment. Customer acknowledges that all decisions to utilize such materials is at Customer's sole discretion. Customer expressly acknowledges and agrees that Customer remains solely responsible for ensuring their implementation and use complies with Laws applicable to Customer.

3.4 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.

3.5 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.

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 SHARING INFORMATION TO ENABLE SUPPORT . To facilitate ServiceNow's ability to assist Customer as described in this Self-Hosted Customer Support Policy, Customer is encouraged to provide ServiceNow with access to relevant information for the purposes of troubleshooting as appropriate. This can be done via remote access to the Software, including via a desktop sharing application, or another appropriate and mutually agreed method.

2. SCOPE

ServiceNow provides general guidance with respect to the Customer Support activities for the ServiceNow Software, as outlined in Section 5 (Customer Support Activities and Responsibility) below. Customer Support does not include performing the following services:

- Infrastructure planning and deployment;
- Implementation, configuration, integration, customization services, or other custom software development;
- Training or assistance with administrative functions;
- Resolving immaterial defects;
- Resolving defects due to modifications of the Software made by any person other than ServiceNow or a person acting at ServiceNow's direction; or
- Resolving defects on any instance of the Software not in conformance with Exhibit A.2 (Upgrades and Updates).

3. BUSINESS HOURS AND ACCESS CONTACTS

3.0 ADDITIONAL SUPPORT SERVICES. ServiceNow may, in its sole discretion, offer supplemental Customer Support service options for an additional fee. If Customer chooses to purchase such supplemental services, the applicable additional terms and conditions will be reflected in the applicable package description referenced in Customer's associated ordering document.

3.1 CUSTOMER SUPPORT ACCESS. Customer can access ServiceNow's support portal <https://support.servicenow.com/now> ("**Support Portal**") to access self-help resources and open cases 24 hours a day, 7 days a week. Customer Support personnel will address cases per the Target Level of Effort for the given case Priority stated in the table below. Local Time, for the purposes of the Target Level of Effort in the table below means the regional time window of Monday through Friday, 7:00AM to 7:00PM, chosen by the customer from the available options (upon set up) in the

Support Portal when Customer Support personnel are addressing Customer's cases. ServiceNow will provide visibility to Customer to Local Time within the Support Portal.

Priority	Definition	Target Response Times	Target Level of Effort
P1	Any defect that causes an instance not to be accessible by authorized users.	60 minutes	Monday through Friday, 7AM to 7PM Local Time
P2	Any defect that causes a critical function to fail.	4 hours	As appropriate, Monday through Friday, 7AM to 7PM Local Time
P3	Any defect that significantly impedes work or progress.	3 business days	As appropriate, Monday through Friday, 7AM to 7PM Local Time
P4	Any defect that does not significantly impede work or progress.	4 business days	As appropriate, Monday through Friday, 7AM to 7PM Local Time

4. CUSTOMER RESPONSIBILITIES

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

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

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 the following Customer Authorized Contacts in the Support Portal who have been trained and administer the Subscription Service:

- 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.

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

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

5. CUSTOMER SUPPORT ACTIVITIES AND RESPONSIBILITIES

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

5.2 “**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.

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

5.4 “**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).

5.5 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

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, pursuant to ServiceNow’s current Upgrade Policy, which can be found at www.servicenow.com/upgrade-schedules.html (or such successor site).

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.

COMMERCIAL PRODUCT-SPECIFIC TERMS for GSA

Last Updated: March 27, 2026

These Product-Specific Terms for the General Services Administration ("GSA") apply only to the extent identified on an Order Form for a Subscription Service. All capitalized terms not defined in these Product-Specific Terms have the meaning given to them in the agreement that grants Customer rights to access and use the Subscription Service or Software and any related order forms, use authorizations, addenda, incorporated documents, and amendments (collectively, the "**Agreement**"), without regard to the name of the underlying agreement, nor how it refers to its parties or identifies ServiceNow's Subscription Service. In the event of any conflict between these Product-Specific Terms and the Agreement, these Product-Specific Terms control. These Product-Specific terms shall not apply to Customer's use of the Subscription Service hosted in ServiceNow's Government Community Cloud (GCC), National Security Cloud (NSC), or for self-hosted purchases.

1. General Terms

- 1.1 Centralized ServiceNow Environment. Customer Data may be transferred outside of Customer's ServiceNow instance to a centralized ServiceNow environment, which may be hosted in a different Data Center Region from Customer's originating ServiceNow instance ("**Centralized ServiceNow Environment**"). The relevant terms set forth in the Agreement pertaining to ServiceNow's security and data protection program will apply to the Centralized ServiceNow Environment, except for any terms relating to certifications, attestations, and penetration testing conducted by Customer. Notwithstanding the foregoing, ServiceNow will make available a SOC 2 Type 2 attestation and a penetration test summary report applicable to Customer Data processing by Advanced AI and Data Products in the Centralized ServiceNow Environment.
- 1.2 Public Cloud Infrastructure. The infrastructure used to host or process Customer Data may be provided, in whole or in part, by a third-party public cloud provider. Customer Data will be transferred between ServiceNow's infrastructure, which may include a Centralized ServiceNow Environment, and the third-party public cloud provider and may be processed in a different Data Center Region from Customer's originating instance. The third-party public cloud provider will utilize industry-standard privacy and security protections, which may differ from those of the Subscription Service. The relevant terms set forth in the Agreement pertaining to ServiceNow's security and data protection program will apply to third-party public cloud hosting or processing, except for terms regarding certifications, attestations, and Customer-conducted penetration testing. Upon Customer's request, ServiceNow will provide pertinent data security documentation made available by the third-party public cloud provider.
- 1.3 Government Customer. If Customer is an agency or department of the federal, state, or local government or is using any of the products, features, or Subscription Service on behalf of the U.S. Government or other government organization (collectively "**Government Customer**") and these Product-Specific Terms do not meet Government Customer's requirements or are inconsistent with applicable law, regulations or

Government Customer's contract terms, Government Customer must immediately discontinue its use of the applicable product, feature, or Subscription Service. Government Customer represents and warrants that it has the authority and capacity to accept these Product-Specific Terms and to bind the Government Customer. These Product-Specific Terms will control to the extent of any conflict with other terms of service applicable to usage of ServiceNow's products, features, or Subscription Service. Government Customers are solely responsible to confirm with the agency's Ethics Office or its authorized representative that acceptance and usage of the products, features, or Subscription Service is permissible.

- 1.4 Commercial Availability. If a Subscription Service identified in these Product-Specific Terms is provided to Customer prior to general commercial availability, Customer's access and use of such Subscription Service will terminate on the earlier of: (a) the termination date specified by ServiceNow in a written communication provided to Customer (including via email); (b) the date the Subscription Service becomes commercially available; or (c) the termination of the Agreement. Notwithstanding the foregoing, ServiceNow may extend such access in its sole discretion.

2. **Advanced AI and Data Products**

- 2.1 Applicable Products. The Advanced AI and Data Products are listed in the attached Self-hosted and Restricted Usage Policy located at <https://www.servicenow.com/upgrade-schedules.html> (or any successor page) and may be updated by ServiceNow from time to time. The Self-hosted and Restricted Usage Policy is attached hereto and incorporated by reference into these Product-Specific Terms.
- 2.2 AI Limitations. Artificial intelligence and machine learning are rapidly evolving fields of study. Advanced AI and Data Products may use machine learning models that generate predictions based on patterns in data. Output generated by a machine learning model is probabilistic and should be evaluated by Customer for accuracy as appropriate for Customer's use case, including by employing human review of such output. Advanced AI and Data Products may generate incorrect information, produce harmful instructions or reflect biases due to the data or nature of how the model was trained. None of the Advanced AI and Data Products provide legal or professional advice. The outputs provided by the Advanced AI and Data Products are for informational purposes only and are not a substitute for advice from a qualified professional.
- 2.3 Ownership. Customer retains all ownership of Customer Data that is processed by the Advanced AI and Data Products. To the extent permitted by law and excluding any ServiceNow Core Technology, Customer owns the output from the Advanced AI and Data Products.
- 2.4 Filtered AI Content. Notwithstanding any terms to the contrary in the Agreement, ServiceNow may use Filtered AI content only for the purpose of developing and improving ServiceNow or its Affiliates' technologies. "**Filtered AI Content**" is Customer Data used in connection with any Advanced AI and Data Products that ServiceNow uses commercially reasonable efforts to remove Personal Data. ServiceNow will own the Filtered AI Content. Customer may opt-out of allowing ServiceNow to use Customer Data to create Filtered AI Content by using the process set forth in the applicable production

documentation. Please note that the opt-out will not apply to data collected before the opt-out is processed by ServiceNow. The terms set forth in the Agreement pertaining to ServiceNow's security and data protection program will apply to ServiceNow's use of Filtered AI Content. In the event of any conflict with the Agreement, the following terms will govern:

- 2.4.1 Security. ServiceNow will maintain a written information program of policies, procedures and controls aligned to the ISO27001 and ISO27018 standards and will operate on SOC 1 and SOC 2 Type 2 principles or substantially equivalent standard, which govern the processing, storage, transmission and security of Filtered AI Content (the "**AI Security Program**").
- 2.4.2 Certifications. ServiceNow will establish and maintain an ISO27001 certification for the AI Security Program. In addition, ServiceNow may establish additional certifications in the future, which may include an ISO 27018 certification.
- 2.4.3 Data Separation & Encryption at Rest. ServiceNow may, but is not obligated to, apply a logical separation of Filtered AI Content, except that ServiceNow will deploy standard technologies to encrypt data at rest.
- 2.4.4 Penetration Testing. ServiceNow will conduct penetration testing in accordance with ServiceNow's standard security procedures. However, because Filtered AI Content will be used within a ServiceNow controlled environment, Customer will not be permitted to perform penetration testing on the environment and no reporting will be provided.
- 2.5 Necessary Rights and Privacy Obligations. Customer agrees that it has all rights necessary to use the Advanced AI and Data Products, including rights to the data Customer submits to any Advanced AI and Data Products. Customer is solely responsible for providing any legally adequate notices to and obtaining any consents from individuals and all third parties for ServiceNow to perform its rights and obligations under these Product-Specific Terms.
- 2.6 Prohibited Use. Customer will not, and will not allow any third party to, (1) use Advanced AI and Data Products or data from Advanced AI and Data Products to, directly or indirectly, develop or improve a similar or competing product, service, or technology; (2) apply any process or procedure to derive the underlying components (such as the model parameters or model weights) or reproduce the training data of the Advanced AI and Data Products; or (3) use Advanced AI and Data Products or data from Advanced AI and Data Products as otherwise prohibited in the Documentation.
- 2.7 Integration Hub. Advanced AI and Data Products may consume Integration Hub transactions. Integration Hub transactions are licensed through Integration Hub or Automation Engine packages. An Integration Hub Transaction is defined as any outbound call originating from Integration Hub, Flow Designer, Remote Tables and/or Orchestration. This includes any operation, action, orchestration from Integration Hub. Remote Tables or Orchestration resulting in an outbound call. Additional annual Transactions require the purchase of a separate Integration Hub package.

2.8 Defense of Claims and Indemnity for Advanced AI and Data Products.

- 2.8.1 Subject to the conditions, limitations, and processes set forth in the Defense Obligations of the Agreement and this Section 2.8, ServiceNow will (1) have the right to intervene or take any procedural action necessary to defend Customer and Customer Affiliates against any IPR Claim to the extent alleging that Generated Output directly infringes any third-party's copyright; and (2) pay any settlement amount or court-ordered damages finally awarded to the extent arising from such IPR Claim. "**Generated Output**" means output generated by a generative artificial intelligence feature included within an Advanced AI and Data Product in response to Customer Data.
- 2.8.2 In addition to the limitations set forth in the Defense Obligations of the Agreement, Section 2.8.1 does not apply where: (1) Customer knew or should have known the relevant Generated Output was infringing or likely infringing; (2) Customer interfered with, circumvented, or failed to use relevant citations, filters, instructions, or other safety features ServiceNow makes available for use in connection with the Advanced AI and Data Products; (3) the IPR Claim arises from Customer's use of the relevant Generated Output after Customer received notice of alleged infringement related to such Generated Output; (4) the Generated Output was modified or used in combination with materials not provided by ServiceNow, where such materials give rise to the IPR Claim; or (5) Customer's use of the Advanced AI and Data Products breaches the Agreement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

Vendor App Subscription Agreement

The General Terms and Conditions in this Vendor App Subscription Agreement, together with all other terms referenced on the Store page for the applicable app published on the ServiceNow Store (“**App**”) by a ServiceNow partner are incorporated into this Vendor App Subscription Agreement by reference (together, the “**Agreement**”). This Agreement is between the Customer obtaining provisioning of the applicable App (“**Customer**”) and the indicated provider of the App (“**Vendor**”). If you as the Customer agency are unwilling or unauthorized to accept this Agreement and all related additional terms, do not access or use the App.

GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY.** This Agreement is applicable to Customer’s use of Apps that are obtained from a Vendor, except as otherwise agreed between Vendor and Customer. Apps are solely intended and licensed for use with ServiceNow hosted software and services (“**ServiceNow Platform**”) provided by ServiceNow, Inc. and its affiliates (“**ServiceNow**”). For clarity, this Agreement does not apply to the use of any ServiceNow products or services, and ServiceNow is not a party to this Agreement. No license is granted to Customer under this Agreement to use or access the ServiceNow Platform. Access to the ServiceNow Platform must be separately purchased from ServiceNow. Further, certain Vendor Apps may not be available to be procured via the GSA Federal Multiple Award Schedule and required to be procured separately under a different contract.
2. **SUBSCRIPTION.** Upon payment by Customer of the applicable subscription fees for the App, the App will be enabled for Customer’s own internal use during the Subscription Term through its authorized instance(s) of the ServiceNow Platform. Customer is not entitled to delivery of a copy of the App apart from its deployment on Customer’s authorized instance(s) of the ServiceNow Platform.
3. **FEES AND PAYMENT.** Customer’s rights under Section 2 (Subscription) of this Agreement are conditioned upon payment by Customer of applicable subscription fees for the App to the Vendor, or, at Vendor’s election, to ServiceNow. Subscription fees are payable annually in advance unless a different option is available through the ServiceNow Store. If Customer and Vendor otherwise agree to a custom payment schedule in a separate agreement, Vendor is still obligated to abide by the payment schedule agreed to with ServiceNow. As applicable (e.g., for non-Federal agencies) and to the extent not prohibited by applicable Law, all subscription fees are non-refundable and non-cancelable except as expressly provided in this Agreement. All subscription fees do not include any sales and use taxes, value-added taxes, goods and services taxes, excise, business, service, and withholding taxes, shipping, customs duties, and other similar transactional taxes and fees, all of which Customer is responsible for paying above and beyond the subscription fees. Subscription fees not paid when due will accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum rate, whichever is lower, applied as of the due date. To the extent applicable, ServiceNow shall state separately on invoices taxes excluded from the fees, and 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. For the Federal Ordering Activity, fees not paid when due will accrue interest at a rate in accordance with the Prompt Payment Act or any other applicable Federal law. Failure to pay subscription fees when due may result in the withdrawal of the App from Customer’s authorized instance(s) of the ServiceNow Platform in accordance with the Disputes Clause (Contract Disputes Act) for the Federal Ordering Activity or other laws as applicable to a non-Federal Ordering Activity.
4. **VENDOR RESPONSIBILITIES.**
 - 4.1. **PROVISION AND SUPPORT OF APP.** During the period set forth in an ordering document for the applicable App (“**Subscription Term**”), Vendor will provide: (1) the App in accordance with this Agreement, and any additional terms governing support, security, and data processing referenced on the ServiceNow Store page applicable to the App, which are hereby incorporated by reference; and (2) provide the App in compliance with all applicable Laws. In order for Customer to use or continue use of an App, Customer shall accept this Agreement and any additional terms governing support, security, and data processing provided by Vendor as referenced on the ServiceNow Store page applicable to the App. “**Law**” means any applicable law, rule, statute, decree, decision, order, regulation, judgment, code, and requirement of any government authority (federal, state, local, or international) with jurisdiction over Vendor’s provision and Customer’s use of the App under this Agreement.
 - 4.2. **NO SUPPORT SERVICES.** If Vendor does not provide terms governing support referenced on the Store page applicable to the App, then no customer support is provided under this Agreement.

4.3. **CONFLICT.** If Vendor's additional terms (as set out in Section 4.1(1) of this Agreement) conflict with the terms of this Agreement, this Agreement shall control.

5. ACCESS AND USE RIGHTS; RESTRICTIONS.

5.1. **ACCESS AND USE RIGHTS.** Vendor authorizes Customer to access and use the App during the Subscription Term, solely for its business purposes in accordance with the applicable published system requirements and technical functionality for such App as described in this Agreement and the other terms referenced on the ServiceNow Store page applicable to the App.

5.2. **THIRD PARTY SERVICE PROVIDERS.** Customer may permit third party suppliers of products and services ("**Service Providers**") to access and use the App for the limited purpose of providing services to Customer and supporting Customer's operations, provided that Customer will be wholly responsible for such Service Providers compliance with the terms of this Agreement and all acts or omissions in connection with the Service Providers' use of the App

5.3. **RESTRICTIONS.** With respect to the App, Customer will not (and will not permit others to): (1) use it in excess of contractual use limits agreed upon between Vendor and Customer; (2) sell, re-sell, rent, sublicense, lease, transfer, distribute, time share, loan, assign, or otherwise make the App or any license hereunder available for access by third-parties, except as may be otherwise expressly stated herein; (3) use any Customer technology or third-party intellectual property or technology in connection with the App in contravention or absence of any necessary permissions, consents or use rights; (4) use or allow it to be used in violation of Law; (5) modify, adapt, alter, translate, or create derivative works of the App, except that Customer 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; (6) reverse engineer, decompile, or disassemble the App or otherwise attempt to derive source code of the App, except and only to the limited extent that Vendor provides such source code, or that such activities are expressly permitted by applicable Law notwithstanding this limitation; (7) remove, alter, or obscure any confidentiality or proprietary notices (including copyright or trademark notices) of Vendor or its affiliates and suppliers on, in, or displayed by the App; (8) reproduce or use the App except as expressly authorized under Sections 1 (Applicability) and 2 (Subscription) of this Agreement, including that you must not use the App outside of the ServiceNow Platform; or (9) circumvent, or provide or use a program or third party intended to circumvent, the 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 11.3 herein.

6. INTELLECTUAL PROPERTY.

6.1. **VENDOR OWNERSHIP.** As between the parties, Vendor and its licensors exclusively own all right, title, and interest in and to all intellectual property and proprietary rights ("**IPR**") in the App ("**Vendor Technology**"), notwithstanding anything in this Agreement to the contrary. Except for the rights and licenses expressly granted in Section 5 (Access and Use Rights; Restrictions) and this Section 6, Vendor, on behalf of itself and its licensors, reserves all rights in the Vendor Technology. Vendor Technology provided to Customer is licensed, not sold, even if words such as "sale" or "purchase" are used.

7. WARRANTIES; LIMITATION OF LIABILITY.

7.1. **VENDOR WARRANTIES.** Unless otherwise indicated or agreed to, 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. Customer assumes 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.

7.2. **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 Customer for damages of any kind arising out of or in connection with Customer's 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 USD \$1,000.00 or the amount of subscription fees (if any) that Customer paid to Vendor for use the App giving rise to liability during the 12-month period preceding the first event giving rise to liability. The existence of multiple claims will not expand this limit. Customer acknowledges 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 ServiceNow liability. ServiceNow will have no liability to Customer, 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 7.2 will apply even if an exclusive remedy under this Agreement has failed of its essential purpose.

7.3. **EXCEPTION.** Section 7 (Warranties; Limitation of Liability) shall not apply to liability or damages payable by Vendor or Customer: (a) arising under Section 6 (Intellectual Property), Section 8 (Confidentiality), and Section 9 (Defense Obligations); (b) related to infringement or misappropriation of the other party's IPR by a party; or (c) resulting from fraud, or an action in tort, separate and distinct from a cause of action for breach of this Agreement, for a party's gross negligence or willful misconduct.

8. CONFIDENTIALITY.

8.1. **DEFINITION.** "**Confidential Information**" means information that (1) is non-public and related to a party's technology or business; (2) due to the nature of the information or circumstances of disclosure, the receiving party should reasonably understand to be confidential; (3) Customer data; or (4) Reserved. The obligations of confidentiality do not apply to information that (a) is or becomes generally publicly known without fault or breach by receiving party, (b) the receiving party obtains (rightfully and without restriction on use or disclosure) from a third party entitled to make the disclosure, or (c) is independently developed by receiving party without using disclosing party's Confidential Information.

8.2. **RIGHTS AND OBLIGATIONS.** The recipient of Confidential Information will: (1) protect it from unauthorized disclosure with at least a reasonable degree of care; and (2) not use it except as necessary to exercise rights or fulfill obligations under this Agreement. Each party may disclose the Confidential Information to its affiliates and employees, contractors, accountants, auditors and legal advisors, only on a need to know basis, who are bound to confidentiality terms consistent with those in this Agreement. On termination of this Agreement, the receiving party will, at the disclosing party's request, return all originals, copies, reproductions, and summaries of Confidential Information, or at the disclosing party's option, certify destruction of same. Notwithstanding the foregoing, Vendor may retain a copy of Customer's Confidential Information pursuant to standard backup and data retention policies, which will remain subject to the confidentiality requirements in this Agreement.

8.3. **THIRD PARTY REQUESTS.** This Agreement will not prevent the 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 the receiving party: (1) gives prompt notice (or the maximum notice permitted under Law) before making the disclosure, unless prohibited by Law; (2) reasonably assists the disclosing party, at the disclosing party's cost, in its lawful efforts to resist or limit such disclosure; and (3) discloses only that portion of Confidential Information that is legally required to be disclosed. Vendor 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, subject to applicable exemptions thereunder.

9. DEFENSE OBLIGATIONS.

9.1. **BY VENDOR.** Vendor will: (1) have the right to intervene or take any other procedural action necessary to defend Customer against any third-party suit, claim, action, or demand ("**Claim**") to the extent alleging the App used by Customer in accordance with this Agreement directly infringes any IPR of any unaffiliated third party ("**IPR Claim**"); and (2) pay any settlement amount or court-ordered damages finally awarded to the extent arising from such Claim. In connection with any IPR Claim, Vendor may: (a) obtain the permission of the third-party filing the Claim for Customer's continued use of the applicable App; (b) replace the applicable App with a substantially functional equivalent; or (c) terminate Customer's access to and use of the affected App on reasonable notice and refund any prepaid fees covering that part of the applicable Subscription Term for the App. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against

the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

- 9.2. **LIMITATIONS.** Notwithstanding the above, Vendor has no obligation or liability for any IPR Claim to the extent arising from: (1) any App not expressly authorized to be used or accessed under this Agreement; (2) Customer data or Customer technology; (3) Customer's or its users' use of the App (a) in violation of Law, or (b) after being informed by Vendor to cease such use (after Customer is given a reasonable opportunity to cease use); or (4) modification of the App to Customer's specifications, or combination of the App with anything not provided by Vendor, if the IPR Claim would have been avoided but for such modification or combination.
- 9.3. **BY CUSTOMER.** To the extent permitted by Law, Customer warrants that (a) Customer Data, (b) Customer Technology, or (c) a modification to the App or Vendor Technology made to Customer's specifications or otherwise made by or on behalf of Customer by any person other than Vendor or a person acting at Vendor's direction (but only if the infringement would have been avoided by the use of the unmodified App and Vendor Technology), does not infringe any IPR, misappropriate any third-party trade secret, or violate any third-party privacy rights.
- 9.4. **PROCESS.** Each party's duty to defend under Section 9, as applicable, is subject to the party with the Claim ("**Claimant**"): (1) notifying the party in writing with the defense obligation ("**Defending Party**") promptly of any actual or threatened Claim; (2) giving the Defending Party sole control of the defense of such Claim and of any related settlement negotiations; and (3) cooperating and, at the Defending Party's reasonable request and expense, assisting 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. The Defending Party will not publicize any settlement without the Claimant's prior, written consent. To the extent the parties perform as required, this Section 9 states each party's entire liability and the other party's exclusive remedy for third-party claims and third-party actions.

10. TERM AND TERMINATION.

10.1. **GENERALLY.** The term of Agreement ("**Term**") will commence upon Customer's acceptance of this Agreement, or use of the App (whichever is first), and will remain in effect for one (1) year, or as otherwise agreed upon per your invoice with the Vendor so long as the Term provided in said invoice is at least for one (1) year. To the extent applicable and not prohibited by Law, thereafter the Term shall automatically renew for successive one (1) year periods unless Vendor notifies Customer of Vendor's intention not to renew prior to expiration of the then current Term. Customer may terminate this Agreement at any time and for any reason by giving written notice to both ServiceNow and Vendor; provided, however, that Customer will not be entitled to a refund of any fees paid hereunder. Vendor may (a) file a claim pursuant to the Contract Disputes Act (41 U.S.C. Chapter 71) regarding the Federal Ordering Activity or (2) for other Ordering Activities, if not prohibited applicable laws under Section 11.7, terminate this Agreement, effective immediately upon written notice to Customer if Customer: (a) fails 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 Customer otherwise breaches any provision of this Agreement. For Federal Ordering Activities, All disputes relating to this Agreement shall be governed by the Contract Disputes Act under 41 U.S.C. Ch. 71.

10.2. **EFFECT OF TERMINATION.** On termination or expiration of a Subscription Term, Customer's rights to use or access the App will terminate immediately, and the App must be removed from Customer's instance of the ServiceNow Platform. At any time during the applicable Subscription Term, Customer may export or delete Customer data using the functionality of the App.

10.3. **SURVIVAL.** Sections 5 (Access and Use Rights; Restrictions), 6 (Intellectual Property), 8 (Confidentiality), and 11 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of this Agreement.

11. GENERAL PROVISIONS.

11.1. **ASSIGNMENT.** Neither party may assign or novate its rights or obligations under this Agreement (including Customer's licenses with respect to the App) without the other's prior written consent. Any attempted assignment or novation in violation of the foregoing shall be void. Notwithstanding the foregoing, to the extent not prohibited by applicable Law, and in accordance with the provisions set forth at FAR 42.1204 as applicable, Vendor may assign or novate its rights or obligations under this Agreement. Subject to the foregoing, this Agreement binds and inures

to the benefit of the parties, their respective successors, and permitted assigns.

- 11.2. TRADE LAWS.** The activities governed by this Agreement, including access to and usage of the App, are subject to the U.S. Export Administration Regulations and the regulations of the U.S. Office of Foreign Assets Control, and they may be subject to similar laws of other jurisdictions (collectively, "**Trade Laws**"). Customer agrees to fully comply with the Trade Laws that apply to its activities governed by this Agreement, including prohibitions against usage by restricted persons, for certain end-uses, and in territories embargoed by then-current Trade Laws (as of the date of drafting, Cuba, Iran, Syria, North Korea, and the Ukrainian regions of Crimea, the People's Republic of Luhansk, and the People's Republic of Donetsk). Customer confirms that it is not restricted or sanctioned by applicable Trade Laws, including trade sanctions laws.
- 11.3. U.S. GOVERNMENT RIGHTS.** This Section 11.3 applies to the extent that the App is used by or in support of the U.S. Government. The App is a commercial item, 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 will have only those rights in technical data, computer software, and computer software documentation (collectively, "data") set forth in these commercial terms of use, 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.** In accordance with FAR Clause 52.212-4(f) as applicable, Except for Customer's payment obligations, neither party will be liable to the other if performance is prohibited or delayed by acts or events outside of the other party's reasonable control.
- 11.5. WAIVER; AMENDMENT.** All waivers must be in writing. Failure by a party to enforce any part of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. If any term of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, it will be enforced to the maximum extent permissible, and it will be deemed amended or replaced with a term matching the intent of the original language as closely as possible. 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 Customer to Vendor or ServiceNow will not be effective to alter the terms of this Agreement.
- 11.6. RELATIONSHIP.** Nothing in this Agreement will be construed to create a partnership, joint venture, agency, or other relationship between Customer and Vendor. ServiceNow is an express third-party beneficiary of those provisions excluding or limiting its warranties and liabilities to Customer.
- 11.7. LAW.** For U.S. federal Government Customers, the Agreement will be governed by the Federal laws of the United States, without regard to its conflict of laws principles. Any disputes arising out of or related to this Agreement or any other aspect of the parties' relationship under this Agreement will be heard only in a federal forum of competent jurisdiction. The parties irrevocably consent to the jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum. If Government Customer is a state or local government entity, in accordance with GSA Schedule Contract Clause 552.238-114(c) (3) Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019), this Agreement 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 Agreement, the parties consent to the exclusive jurisdiction of, and venue in, a court of competent jurisdiction within such state. Otherwise for non-U.S. Government Entity Customers, to the extent permitted by Law, these Terms of Service will be governed by the laws of New York, without regard to its conflict of laws principles, and to the extent permitted by Law, any disputes arising out of or related to these Terms of Service or any other aspect of the parties' relationship under these Terms of Service will be heard only in a federal or state court in New York, New York. As applicable, the parties irrevocably consent to the jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief in any court of competent jurisdiction to protect its Confidential Information, technology and IPR. To the extent not prohibited 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.

- 11.8. REMEDIES.** Except as otherwise provided herein, the parties' rights and remedies under this Agreement are cumulative. Customer agrees and acknowledges that the App contains valuable trade secrets and proprietary information of Vendor and its suppliers and affiliates; that any actual or threatened breach of this Agreement by Customer will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy; and that injunctive relief is an appropriate remedy for such actual or threatened breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive to the full extent not prohibited by applicable Law.
- 11.9. ENTIRETY; EXECUTION.** This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous oral or written agreements between the parties with respect to that subject matter. Customer accepts this Agreement by clicking "Accept" when prompted on the Store, by otherwise electronically indicating acceptance of the Agreement, or by using the App. The individual person who accepts this Agreement on Customer's behalf represents and warrants to Vendor that they have the authority to bind Customer to this Agreement.

RESTRICTED AND SELF-HOSTED PRODUCT-SPECIFIC TERMS

Last Updated: March 27, 2026

These Restricted and Self-Hosted Product-Specific Terms apply only to the individual Subscription Service or Software identified below and then only to the extent that Customer accesses and uses any such individual Subscription Services or Software. All capitalized terms not defined in these Restricted and Self-Hosted Product-Specific Terms have the meaning given to them in the agreement that grants Customer rights to access and use the Subscription Service or Software and any related order forms, use authorizations, addenda, incorporated documents, and amendments (collectively, the "**Agreement**"), without regard to the name of the underlying agreement, nor how it refers to its parties or identifies ServiceNow's Subscription Service. In the event of any conflict between these Restricted and Self-Hosted Product-Specific Terms and the Agreement, or in the event of any conflict between these Restricted and Self-Hosted Product-Specific Terms and the ServiceNow Store terms for the individual Subscription Service identified below or components of the individual Subscription Service identified below downloaded and/or installed via the ServiceNow Store, the Restricted and Self-Hosted Product-Specific Terms will control.

1. Advanced AI and Data Products

- 1.1. Advanced AI and Data Products. The Advanced AI and Data Products are listed in the attached Self-hosted and Restricted Usage Policy located at <https://www.servicenow.com/upgrade-schedules.html> (or any successor page) and may be updated by ServiceNow from time to time. The Self-hosted and Restricted Usage Policy is attached hereto and incorporated by reference into these Restricted and Self-Hosted Product Specific Terms.
- 1.2. AI Limitations. Artificial intelligence and machine learning are rapidly evolving fields of study. Advanced AI and Data Products may use machine learning models that generate predictions based on patterns in data. Output generated by a machine learning model is probabilistic and should be evaluated for accuracy as appropriate for Customer's use case, including by employing human review of such output. Advanced AI and Data Products may generate incorrect information, produce harmful instructions or reflect biases due to the data or nature of how the model was trained. To the extent permitted by law, ServiceNow disclaims all representations and warranties, whether express, implied, statutory, or otherwise, and will have no liabilities or obligations (including to provide any refund, updates, or support) with respect to the output that Customer receives when using the Advanced AI and Data Products.
- 1.3. Ownership. Customer retains all ownership of Customer Data that is processed by the Advanced AI and Data Products. To the extent permitted by law and excluding any ServiceNow Core Technology, Customer owns the output from the Advanced AI and Data Products.
- 1.4. Necessary Rights and Privacy Obligations. Customer agrees that it has all rights necessary to use the Advanced AI and Data Products, including rights to the data Customer submits to any Advanced AI and Data Products. Customer is solely responsible for providing any legally adequate notices to and obtaining any consents from individuals and all third parties for ServiceNow to perform its rights and obligations under these Product-Specific Terms.

- 1.5. Prohibited Use. Customer will not, and will not allow any third party to, use Advanced AI and Data Products or data from Advanced AI and Data Products to, directly or indirectly, develop or improve a similar or competing product, service, or technology, or as otherwise prohibited in the Documentation.
- 1.6. Integration Hub. Advanced AI and Data Products may consume Integration Hub transactions. Integration Hub transactions are licensed through Integration Hub or Automation Engine packages. An Integration Hub Transaction is defined as any outbound call originating from Integration Hub, Flow Designer, Remote Tables and/or Orchestration. This includes any operation, action, orchestration from Integration Hub, Remote Tables or Orchestration resulting in an outbound call. Additional annual Transactions require the purchase of a separate Integration Hub package.

2. General Terms

- 2.1. Government Customer. If Customer is an agency or department of the federal, state, or local government or is using any of the products, features, or Subscription Service on behalf of the U.S. Government or other government organization (collectively "**Government Customer**") and these Restricted and Self-Hosted Product-Specific Terms do not meet Government Customer's requirements or are inconsistent with applicable law, regulations or Government Customer's contract terms, Government Customer must immediately discontinue its use of the applicable product, feature, or Subscription Service. Government Customer represents and warrants that it has the authority and capacity to accept these Restricted and Self-Hosted Product-Specific Terms and to bind the Government Customer. These Restricted and Self-Hosted Product-Specific Terms will control to the extent of any conflict with other terms of service applicable to usage of ServiceNow's products, features, or Subscription Service. Government Customers are solely responsible to confirm with the agency's Ethics Office or its authorized representative that acceptance and usage of the products, features, or Subscription Service is permissible.
- 2.2. Commercial Availability. If a Subscription Service identified in these Restricted and Self-Hosted Product-Specific Terms is provided to Customer prior to general commercial availability, Customer's access and use of such Subscription Service will terminate on the earlier of: (a) the termination date specified by ServiceNow in a written communication provided to Customer (including via email); (b) the date the Subscription Service becomes commercially available; or (c) the termination of the Agreement. Notwithstanding the foregoing, ServiceNow may extend such access in its sole discretion.

RESTRICTED AND SELF-HOSTED USAGE POLICY

Last Updated: March 27, 2026

These Restricted and Self-Hosted Usage Policy apply only to the extent identified on an Order Form for a Subscription Service. All capitalized terms not defined in these Restricted and Self-Hosted Usage Policy have the meaning given to them in the agreement that grants Customer rights to access and use the Subscription Service and any related order forms, use authorizations, addenda, incorporated documents, and amendments (collectively, the “**Agreement**”), without regard to the name of the underlying agreement, nor how it refers to its parties or identifies ServiceNow’s Subscription Service. In the event of any conflict between this Restricted and Self-Hosted Usage Policy and the Agreement, or in the event of any conflict between this Restricted and Self-Hosted Usage Policy and the ServiceNow Store terms for the individual Subscription Service identified below or components of the individual Subscription Service identified below downloaded and/or installed via the ServiceNow Store, the Restricted and Self-Hosted Usage Policy will control.

1. Advanced AI and Data Products

- 1.1. Updateability. ServiceNow may update this Restricted and Self-Hosted Usage Policy from time to time, by posting to ServiceNow’s Legal Schedules page located at <https://www.servicenow.com/upgrade-schedules.html> (or any successor page), which will constitute notice to Customer. Changes will apply immediately to any Subscription Services purchased after the update. For any previously purchased Subscription Services, any updates (1) will not materially degrade the overall performance or security posture of the Subscription Service, except to the extent the updates are required to comply with applicable legal or regulatory obligations and (2) will not apply until the renewal of Customer’s then-current Subscription Term, except for any updates (i) applicable to new features Customer chooses to use or (ii) required to address security, legal, regulatory, or system functionality issues. By continuing to use the Subscription Service after any update, Customer agrees to be bound by the updated terms.
- 1.2. Applicable Products. Advanced AI and Data Products are generative artificial intelligence offerings made available by ServiceNow, including the Generative AI Controller and all Now Assist applications, features, and functionality.
- 1.3. Third Party AI-Specific Terms. Customer’s use of any third-party machine learning or artificial intelligence in Advanced AI and Data Products is subject to the additional terms below.
 - 1.3.1. Azure AI Terms. Use of Advanced AI and Data Products that utilize the Azure AI Service is subject to Microsoft terms applicable to the Azure AI Service: (1) Code of Conduct for the Azure OpenAI located at <https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct>, (2) High-Risk Use terms located at <https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all>, (3) Extracting Data and Use of Content for Training located at <https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all>, and (4) other such terms that Microsoft may identify as applicable to Azure AI Services.

1.3.2. Gemini on Vertex AI Platform Terms. Use of Advanced AI and Data Products that utilize Gemini on Google's Vertex AI Platform are governed by: (1) Generative AI Prohibited Use Policy located at <https://policies.google.com/terms/generative-ai/use-policy>, (2) Google Cloud Platform Acceptable Use Policy located at <https://cloud.google.com/terms/aup>, (3)reserved, and (4) these additional terms:

1.3.2.1. Customer may publicly disclose the results of any benchmark tests of the Advanced AI and Data Products (each a "Test") only if the public disclosure includes all necessary information to replicate the Test.

1.3.2.2. Customer may not use the Advanced AI and Data Products as part of a website, application, or other online service that is directed towards or is likely to be accessed by individuals under the age of 18.

1.3.2.3. Customer may not use the Advanced AI and Data Products for clinical purposes (for clarity, non-clinical research, scheduling, or other administrative tasks are not restricted), as a substitute for professional medical advice, or in any manner that is overseen by or requires clearance or approval from any applicable regulatory authority.

1.3.3. Anthropic on AWS AI Product Terms. Use of Advanced AI and Data Products that utilize Anthropic generative artificial intelligence models made available through Amazon Web Services, Inc. ("AWS") are governed by: (1) AWS Responsible AI Policy located at <https://aws.amazon.com/ai/responsible-ai/policy/>, (2) Anthropic Usage Policy located at <https://www.anthropic.com/legal/aup>, (3)reserved; and (4) these additional terms:

1.3.3.1. If Customer performs or discloses any benchmarks or comparative tests or evaluations (each, a "**Benchmark**") of the Advanced AI and Data Products, or directs or permits any third party to perform or disclose, any Benchmark of any of the Advanced AI and Data Products, Customer will include in any such disclosure, and may be required to disclose to AWS, all information necessary to replicate such Benchmark.

1.3.3.2. AWS may use automated abuse detection mechanisms designed to detect harmful content, including related to potential violations of AWS or Anthropic terms of service or acceptable use policies. If these mechanisms detect apparent child sexual abuse material, Customer agrees and instructs that AWS may report the incident to the National Center for Missing and Exploited Children or other authority.

1.3.3.3. Advanced AI and Data Products are not intended for use in, or in association with, the operation of any hazardous environments or critical systems that may lead to serious bodily injury or death or cause environmental or property damage. Advanced AI and Data Products are not medical devices and are not intended to be used without human oversight for any clinical decision-making or other clinical use. Customer

is responsible for liability that may arise in connection with any such use.

- 1.3.4 Moveworks. Use of any Moveworks applications, features, or functionality (the “Moveworks Products”) are governed by: (i) the Moveworks Product-Specific Terms located at <https://docs.moveworks.com/ai-assistant/getting-started/product-specific-terms> (or such successor site or related locations designated by ServiceNow) and (ii) the Moveworks Data Security Exhibit located at <https://www.moveworks.com/us/en/legal> (in lieu of the ServiceNow Data Security Addendum or other security terms set forth in the Agreement). For the Moveworks Products, any references in the Agreement to ServiceNow’s Data Security Addendum will be deemed to refer to the Moveworks Data Security Exhibit.
- 1.3.4.1 For the Moveworks Products, “Documentation” means the applicable digital instructions, usage guides and policies, on-line help files, technical documentation and user manuals, as updated from time to time and made available by Moveworks for the applicable Moveworks Product.
- 1.3.4.2 Moveworks Products require implementation of services for proper configuration, which must be procured from either ServiceNow or a qualified implementation partner.
- 1.3.4.3 The Moveworks Products are hosted in a different environment than Customer’s ServiceNow instance and may be hosted in a different Data Center Region. ServiceNow may engage Moveworks LLC as a Sub-processor appointed in accordance with the governing data processing terms and as listed here, <https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/servicenow-sub-processors.pdf>. Use of Moveworks Products may involve the hosting or processing of Customer Data by such Sub-processor.

SERVICENOW THIRD PARTY HOSTED PRODUCT ADDENDUM

This addendum (“**Addendum**”), made between the ServiceNow entity (“**ServiceNow**”) and the customer entity (“**Customer**”) identified on the ordering document (“**Order Form**”) sets forth the terms for Customer’s use of the subscription products set forth in the Order Form that use data hosting provided by third-party Sub-Processors (“**3rd Party Hosted Products**”). For Customer’s use of 3rd Party Hosted Products, references in the Agreement to the Subscription Service are modified to refer to the 3rd Party Hosted Products. For the 3rd Party Hosted Products the following provisions replace or supplement the equivalent provisions of the Agreement. If there is any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum control with respect to the 3rd Party Hosted Products. All capitalized terms not defined in this Addendum have the meaning given to them in the Agreement.

1. Notwithstanding anything to the contrary in the DPA or any other data processing agreement or related terms between Customer and ServiceNow, the Sub-Processors for the General Subscription Service and for the provision of data hosting provided by the applicable third-party Sub-Processor as specified at <https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/servicenow-sub-processors.pdf> (“Sub-Processor List”), shall be added to the list of Sub-Processors for purposes of providing the 3rd Party Hosted Products.
2. Customer acknowledges that, for purposes of providing Customer access to certain Subscription Service components and the 3rd Party Hosted Products, Customer Data will be transferred between ServiceNow’s infrastructure, which may include a ServiceNow centralized environment, and the hosting provided by the third-party Sub-Processors contemplated herein. Customer Data processed pursuant to the foregoing may be processed in a different data center region from Customer’s originating instance.
3. Certain aspects of the Subscription Service may not be available via the 3rd Party Hosted Products. The following terms in the Agreement or Order Form shall not apply to the 3rd Party Hosted Products: (i) commitments with respect to data residency, restricted environments, including FedRAMP, NSC DOD IL5, Australia IRAP Protected, Singapore Azure Regulated Market, to Self-hosted customers, or to other restricted environments, (ii) commitments with respect to Customers who opt-in to region-specific Support offerings; and (iii) offerings not originating on the ServiceNow Platform, including the ServiceNow Cloud Observability Service.
4. Notwithstanding Sections 2 and 3, commitments to data residency shall be as described in the ServiceNow Protected Platform European Union (“SPP-EU”) Amendment for those customers who have opted-in. For avoidance of doubt, the SPP-EU Amendment shall govern in the event of conflict with this Addendum.
5. When Customer Data is hosted in the 3rd Party Hosted Products, the relevant terms set forth in the Agreement pertaining to ServiceNow security and data protection program shall apply, except for those generally relating to certifications and attestations as pertaining to the Subscription Service, audits, provided that ServiceNow shall make available such documentation made available by such Sub-Processor to ServiceNow for such purpose to Customer upon request, and certifications for deletion of Customer Data. Customer’s shared security responsibilities extend to Customer’s determination that the 3rd Party Hosted Product meets Customer’s requirements.

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Data Security Addendum

Moveworks maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Moveworks' business; (b) the type of information that Moveworks will store; and (c) the need for security and confidentiality of such information.

Moveworks' security program includes:

1. **Security Awareness and Training.** A mandatory security awareness and training program for all members of Moveworks' workforce (including management), which includes:
 - Training on how to implement and comply with its Information Security Program; and
 - Promoting a culture of security awareness through periodic communications from senior management with employees.
2. **Access Controls.** Policies, procedures, and logical controls:
 - To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
 - To prevent those workforce members and others who should not have access from obtaining access; and
 - To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **Physical and Environmental Security.** Controls that provide reasonable assurance that access to physical servers at the production data center, if applicable, is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes. These controls are implemented by Amazon Web Services (AWS) and they are listed here: <https://aws.amazon.com/compliance/data-center/controls/>. Specific to Moveworks:
 - Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;
 - Camera surveillance systems at critical internal and external entry points to the data center, with retention of data per legal or compliance requirements;
 - Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
 - Redundant power supply modules and backup generators that provide backup power in the event of an electrical failure, 24 hours a day.
4. **Security Incident Procedures.** A security incident response plan that includes procedures to be followed in the event of any security breach. Such procedures include:
 - Roles and responsibilities: formation of an internal incident response team with a response leader;
 - Investigation: assessing the risk the incident poses and determining who may be affected;
 - Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data; and
 - Recordkeeping: keeping a record of what was done and by whom to help in later analysis and possible legal action; and Conduct Root Cause Analysis

In the event that Moveworks becomes aware of a Security Incident, Moveworks will notify Customer promptly. In the event of such a Security Incident, Moveworks shall provide Customer with a detailed description of the Security Incident and the type of Customer Data concerned, unless otherwise prohibited by law or otherwise instructed by a law enforcement or supervisory authority. "Security Incident" means a breach of security of the Subscription Service or Moveworks' systems used to Process Customer Data leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data transmitted, stored or otherwise Processed by Moveworks in the context of this Agreement.

5. **Contingency Planning.** Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Customer Data or production systems that contain Customer Data. Such procedures include:
 - Data Backups: A policy for performing periodic backups of production data sources, as applicable, according to a defined schedule;
 - Disaster Recovery: A formal disaster recovery plan for the production data center, including:

- Requirements for the disaster plan to be tested on a regular basis; and
 - A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.
- Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.
6. **Audit Controls.** Software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information.
 7. **Data Integrity.** Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data and protect it from disclosure, improper alteration, or destruction.
 8. **Storage and Transmission Security.** Security measures to guard against unauthorized access to Customer Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data stored on desktops, laptops or other removable storage devices.
 9. **Secure Disposal.** Policies and procedures regarding the secure disposal of tangible property containing Customer Data, taking into account available technology so that Customer Data cannot be practicably read or reconstructed.
 10. **Assigned Security Responsibility.** Assigning responsibility for the development, implementation, and maintenance of Moveworks' security program, including:
 - Designating a security official with overall responsibility;
 - Defining security roles and responsibilities for individuals with security responsibilities; and
 11. **Testing.** Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified. Where applicable, such testing includes:
 - Internal risk assessments;
 - ISO 27001 and ISO 27018 certifications; and
 - Service Organization Control 2 (SOC2) audit reports (or industry-standard successor reports).
 12. **Monitoring.** Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
 - Reviewing changes affecting systems handling authentication, authorization, and auditing;
 - Reviewing privileged access to Moveworks production systems; and
 - Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.
 13. **Change and Configuration Management.** Maintaining policies and procedures for managing changes Moveworks makes to production systems, applications, and databases. Such policies and procedures include:
 - Process for documenting, testing and approving the patching and maintenance of the Subscription Service;
 - A security patching process that requires patching systems in a timely manner based on a risk analysis; and
 - A process for Moveworks to utilize a third party to conduct application level security assessments.
 14. **Program Adjustments.** Monitoring, evaluating, and adjusting, as appropriate, the security program in light of:
 - Any relevant changes in technology and any internal or external threats to Moveworks or the Customer Data;
 - Security and data privacy regulations applicable to Moveworks; and
 - Moveworks' own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.
 15. **Devices** – Ensuring that all laptop and desktop computing devices utilized by Moveworks and any subcontractors when accessing Customer Data:
 - will be equipped with full hard disk drive encryption;
 - will have up to date virus and malware detection and prevention software installed with virus definitions updated on a regular basis; and
 - will maintain virus and malware detection and prevention software so as to remain on a supported release. This will include, but not be limited to, promptly implementing any applicable security-related enhancement or fix made available by the supplier of such software.

16. Data Deletion - Customer has up to thirty (30) days after contract expiration or termination to request that Moveworks delete Customer Data. Unless the parties agree in writing, Moveworks will not be obligated to retain any Customer Data more than thirty (30) days after termination of this Agreement. Notwithstanding the foregoing, Moveworks shall auto-purge Customer Data within one-hundred-eighty (180) days following termination or expiration of this Agreement. Customer has up to thirty (30) days after contract expiration or termination to request that Moveworks delete Customer Data. Unless the parties agree in writing, Moveworks will not be obligated to retain any Customer Data more than thirty (30) days after termination of this Agreement. Notwithstanding the foregoing, Moveworks shall auto-purge Customer Data within one-hundred-eighty (180) days following termination or expiration of this Agreement.

Product-Specific Terms & Conditions

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Data Hosting Location

Moveworks Products will not be hosted in ServiceNow instance(s). For Moveworks Products, Customer may select its preferred data hosting region from the Amazon Web Services (“AWS”) regions made available by Moveworks from time to time. The currently available hosting regions are identified in Moveworks’ Subprocessor List currently located here <https://docs.moveworks.com/service-management/security/moveworks-subprocessors>. Moveworks will host Customer Data for the applicable Moveworks Product in the AWS region selected by Customer, subject to the availability of such region for the Moveworks Products. AWS is engaged as a Subprocessor in connection with the hosting and infrastructure services supporting the Moveworks Products.

Moveworks AI Assistant Connectors & Content Types

AI Assistant supports content ingestion from third-party systems and content sources listed on Moveworks product help documentation site, available at docs.moveworks.com/ai-assistant/enterprise-search/content-integrations, as may be updated from time to time. Moveworks reserves the right to add, modify, or remove supported systems and content sources at its sole discretion. The total number of ingestible documents is subject to a limit as outlined in your Order Form.

Moveworks AI Models and AI Tools

The text generated by any AI model used with the Moveworks products and services are computer-generated and should be used for informational and creative purposes only. It does not represent the views or opinions of any individual or organization. Moveworks makes no guarantees regarding the accuracy, reliability, or completeness of the content generated by such AI models. Users are advised to verify the information independently before relying on it for any critical purposes. Users are responsible for their input using any AI tool and should exercise caution when using it. Moveworks does not take responsibility for any misuse or misinterpretation of the generated content. The content generated by such AI models should not be considered as legal, financial, medical, or professional advice. Consult with qualified professionals for specific guidance in these areas. Users are encouraged to use the AI tools responsibly and ethically. Customer’s use of any AI models used with the Moveworks products and services are subject to Moveworks

Acceptable Use Policy currently located at <https://www.moveworks.com/us/en/legal/moveworks-acceptable-use-policy> (“AUP”). Generating harmful, offensive, or misleading content is prohibited. The content generated using the AI tools may be subject to copyright or intellectual property rights. Users are responsible for ensuring that generated content complies with applicable laws and respects the rights of others. The AI-generated content does not imply endorsement or approval of any product, service, or viewpoint mentioned in the text. It is purely a result of automated text generation. The AI models are continually evolving and improving. As a result, the quality and output of generated content may change over time.

Use of Moveworks Service Over the Public Internet

Customer understands and agrees that the service operates over the public internet and that no transmission of data over the internet can be guaranteed to be secure and is subject to inherent limitations, delays, and other risks associated with Internet connectivity and communications. Customer is responsible for implementing appropriate measures to protect its systems, networks, and data when accessing the services, including maintaining up-to-date security software, firewalls, and access controls. Moveworks makes no guarantees regarding the security, availability, or integrity of any data transmitted through or stored within the service. Customer further acknowledges that Moveworks cannot control and is not responsible for the performance, reliability, or security. Accordingly, Moveworks disclaims all liability for any delays, interruptions, interception, corruption, loss, or unauthorized access to data arising from transmission over the Internet or other communications networks outside of Moveworks’ control. Customer’s use of the service is entirely at your own risk.

Moveworks Knowledge Search

Moveworks Knowledge Search supports ingestion of HTML content from third-party systems and content sources listed on Moveworks product help documentation site, available at docs.moveworks.com/ai-assistant/enterprise-search/content-integrations, as may be updated from time to time. Moveworks reserves the right to add, modify, or remove supported systems and content sources at its sole discretion. Moveworks Knowledge Search can ingest non-English HTML-based Knowledge Articles. Customer’s use of Moveworks Knowledge Search is limited to a maximum of 100,000 HTML-based Knowledge Articles.

Moveworks File Search

Moveworks File Search supports file ingestion (.pdf, .txt, .docx and .pptx files) from third-party systems and content sources listed on Moveworks product help documentation site, available at docs.moveworks.com/ai-assistant/enterprise-search/content-integrations , as may be updated from time to time. Moveworks reserves the right to add, modify, or remove supported systems and content sources at its sole discretion. Moveworks File Search cannot ingest non-English files. Customer’s use of Moveworks File Search is limited to a maximum of 100,000 files.

Moveworks Content Gateway

Content Gateway is available with both Knowledge Search and File Search. Moveworks reserves the right to add, modify, or remove supported the systems and content sources listed at docs.moveworks.com/ai-assistant/enterprise-search/content-integrations at its sole discretion. Customer is responsible for provisioning and maintaining these custom APIs in accordance with Moveworks published guidelines. Moveworks makes no guarantee of ingestion outcomes and reserves the right to reject or discontinue any custom connector at its sole discretion.

Moveworks Brief Me

Moveworks AI Assistant includes the Brief Me capability, which enables uploading of supported files to generate summaries and answer questions. Moveworks Brief Me can only support .pdf, .docx, .txt, or .ppt file types, files written in English, and up to 5 files per each session within Moveworks AI Assistant, each file not exceeding twenty-five (25) megabytes in size and up to 100 pages.

Moveworks reserves the right to deny use of the Moveworks Brief Me to any user or entity at its sole discretion, particularly in instances where Moveworks suspects misuse of the Moveworks Brief Me, violation of the agreement between Customer and Moveworks and/or the order form, or any action that poses a threat to the security, stability, or integrity of the Moveworks Brief Me or any other Moveworks products/service. Moveworks will make commercially reasonable efforts to notify Customer of any such denial of Moveworks Brief Me unless prevented by law or where such notification would compromise security measures or the enforcement of the agreement between Customer and Moveworks and/or the Order Form.

Moveworks Quick GPT as a plugin/backstop

Moveworks AI Assistant includes the Quick GPT capability. Content generated by Quick GPT is for informational use only and should not be relied upon as authoritative or factual without independent verification. Moveworks makes no guarantee regarding the accuracy, completeness, or suitability of any output generated through Quick GPT. Moveworks will not support customer-owned or provided models or APIs. User requests will be screened with Moveworks toxicity and work-appropriateness filters to filter out objectionable requests.

Quick GPT may operate independently or in conjunction with Web Search via LLM Calls to retrieve and synthesize current information from the internet. Moveworks has the right to implement an organization-wide query limit that applies to the number of web searches via LLM calls. Moveworks will make commercially reasonable efforts to notify Customer of any such enforced limit.

Moveworks reserves the right to suspend or restrict access to Quick GPT at its sole discretion, particularly in instances where Moveworks suspects misuse, excessive usage, violation of the agreement between Customer and Moveworks and/or the Order Form, or any action that poses a threat to the security, stability, or integrity of the Moveworks AI Assistant or any other Moveworks products or services. Moveworks will make commercially reasonable efforts to notify Customer of any such denial unless prevented by law or where such notification would compromise security or enforcement of the agreement between Customer and Moveworks and/or the Order Form.

Third-Party Integrations

The Moveworks Product integrates with certain third-party websites, code, and applications (“Third-Party Applications”). Customer is responsible for enabling the integration of each Third-Party Application and by doing so, Customer acknowledges that it is instructing Moveworks to share customer data (including, to the extent necessary, any personal information) with the providers of such Third-Party Applications in order to facilitate the integration. Customer is responsible for notifying such Third-Party Applications provider of the integration. Such Third-Party Services are not under the control of Moveworks and Moveworks is not responsible for any Third-Party Applications. Customer’s use of the Third-Party Applications is governed by the Customer’s agreement with, and all applicable terms and policies including privacy and data gathering practices of, providers of the Third-Party Applications. Moveworks does not warrant or support Third-Party Applications or other non-Moveworks products or services, whether or not they are designated by Moveworks as “certified” or otherwise, unless expressly provided otherwise in an Order Form. Moveworks is not

responsible for any disclosure, modification or deletion of customer data resulting from access by such Third-Party Applications or its provider. Moveworks cannot guarantee the continued availability of such Moveworks features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Moveworks Product features in a manner acceptable to Moveworks.

Moveworks Conversations API

Provides access to the Moveworks AI Assistant via the Conversations API, enabling Customer to invoke Moveworks reasoning, knowledge search, and automation capabilities from Customer's own interfaces. Responses are returned as structured data.

The Conversations API are subject to rate limits, throughput restrictions, and other usage controls established by Moveworks from time to time at its sole discretion. Such limits may be implemented or adjusted as Moveworks evaluates and scales the infrastructure supporting the API and related services. Any applicable limits will be described in the Moveworks Documentation and may be updated periodically.

Requests made through the Conversations API are processed by the Moveworks AI Assistant and are therefore subject to the same operational considerations, availability constraints, and usage limitations applicable to the Moveworks Products, including but not limited to organization-level rate limiting where Moveworks determines that traffic volumes are excessive or may negatively impact platform performance or stability.

The Conversations API is intended solely to enable the transmission of individual end-user queries through a customer interface, application, or agent acting on behalf of a specific user. The Conversations API may not be used for machine-to-machine interactions, automated testing or evaluation workloads, bulk processing, or other userless automated use cases.

Customer is responsible for the rendering and presentation of API responses within Customer's own interfaces and applications. API access is subject to the same content, plugin, and permission configurations as the Customer's

deployed AI Assistant. Customer is responsible for any custom interfaces or applications built on top of the Conversations API.

Moveworks reserves the right to enforce usage limits or suspend access to the Conversations API where usage is inconsistent with these terms or may adversely impact the Moveworks platform.

ServiceNOW EmployeeWorks & Add-Ons

Moveworks AI Assistant

Moveworks AI Assistant offers generative AI functionality, such as answer summaries, citations, dynamic follow-up questions, email draft generation, and more. It provides a single destination for employees to receive answers to support questions around multiple lines of business by pulling content and articles from disparate knowledge bases, external web help centers, and file sources. Enables teams with the ability to create, schedule, and distribute internal communications and important announcements via the AI Assistant – such as policy updates, planned outages, scheduled training, open enrollment, and more. Provides developers the tools to build custom use cases in Agent Studio that are accessible to employees in the AI Assistant. Platform services including: The Moveworks Reasoning Engine, an unlimited number of Knowledge Base integrations may be enabled subject to a total content limit of up to 100,000 indexed documents for use by the AI Assistant (knowledge articles indexed from ServiceNow are exempt from the 100,000 limit), AI Assistant performance insights analytics, multilingual support, and data API. AI Assistant cannot ingest non-English files. Ability to be deployed within three or more enterprise messaging platforms, enterprise portals, and on a web browser.

AI Assistant also includes features that enhance productivity, such as uploading documents to generate summaries or answer questions. It can also use knowledge from foundation LLMs and fetch current information using web search for research, content creation, and troubleshooting tasks, when no relevant content is found in your knowledge bases.

Moveworks Service & Provision Management

Provides ability to accelerate support for complex support issues. Enables employees to find and complete relevant forms, make, and receive updates to tickets and cases, ensure issues are routed to the right team, accelerate requests needing approvals. Skills including Forms, Ticket Management, Triage, Approvals, Live-Agent Handoff via a URL or API, and Message Brokering for supported systems.

Provides employees the ability to request and be granted access to software, reset passwords, receive password reset reminders, conduct MFA resets, perform account unlocks, and add/remove users from groups and/or distribution lists. Additional skills include custom approval models to add/remove employees from distribution lists/groups and software access, and the ability to send expiry notification reminders to contractor-level employees. Moveworks Service & Provision Management includes integrations with ITSM or ticketing destination systems, IDAM systems, and the ability to build custom AI agents within such integrated systems. Moveworks Service & Provision Management supports an unlimited number of email systems.

Knowledge Studio empowers Users to securely generate accurate, verifiable knowledge based on information and processes specific to your unique support environment. Allows users to view the sources used to inform article generation. Provides recommendations to create content based on issues encountered by employees in your organization and stores all generated content within a library for later modification or reference. Knowledge Studio supports English only and may only be used with IT domains. Moveworks Knowledge Studio currently only supports the following ITSMs: ServiceNow, Jira, FreshService, Zendesk, BMC, Cherwel, Sysaid, ManageEngine, Ivanti, Gateway, SolarWinds. Notwithstanding anything to the contrary in the table above, Customer shall only have 5 users for the term of this Order Form for Moveworks Knowledge Studio.

Employee Experience Insights provides rich analytics data and industry-wide benchmarks about employee service experience and allows interactive exploration of employee issues, including the following features:

- Analyze the employee service experience within the organization.
- Generate reports for executives and other relevant stakeholders about the employee experience.
- Perform analysis of employee issues to identify opportunities to improve employee service.

- Analyze impact of existing projects aimed at improving employee service experience.
- Continuous access to data about all IT-related employee issues (tickets, bot interaction data, etc.)

Moveworks Enterprise Search

Enterprise Search connects your organization's systems and content, enabling instant knowledge retrieval, deep exploration of knowledge, and precise control of search results through a dedicated, search-optimized interface. Content types can include public, permissioned, and private content, subject to the connectors Customer chooses to connect. It is only available in the Moveworks web application. Enterprise Search currently only ingest English files. Provides the ability to connect to 1 business system and ingest a higher amount of content and business objects, up to the system limits listed here by connector on the Help Site [/ai-assistant/enterprise-search/built-in-content-connectors/overview](#). These connectors currently only ingest English files.

Max Capacity Content Connector

Moveworks Max Capacity Content Connectors provide the ability to connect to 1 business system to Moveworks and ingest a higher amount of content and business objects, up to the system limits listed here by connector on the Help Site [/ai-assistant/enterprise-search/built-in-content-connectors/overview](#). These connectors currently only ingest English files.

Add-On: GovCloud Environment

Moveworks GovCloud is a fully separated and isolated environment of the Core Moveworks Platform as well as all backend services, and internal tooling. It is designed to address specific regulatory and compliance requirements of US government agencies at the federal, state, and local level, as well as contractors, educational institutions, and other U.S. customers that deal with sensitive workloads.

Add-On: Sandbox Environment

The Sandbox Instance gives customers a custom staging environment to test and deploy updates and changes to their AI Assistant.

Provide up to 10 hours of Professional Services support Moveworks Products as further described in the statement of work between the parties

ITSM

ITSM Foundation

Capability / Area	Product Description / Product Limitation
IT Knowledge Search	Indexes up to 25K documents from non-ServiceNow internal systems. Documents indexed within ServiceNow are not counted toward this limit. Scope limited to the IT domain.
AI Assistant	Available across surface / chat system supported by Moveworks, as well as web interface (e.g. Slack, Microsoft Teams, Google Chat, Webex, Embedded AI Assistant)
Quick GPT	Determines whether a request should be answered using Customer's internal knowledge sources or live web content.
Employee Comms (quick notifications for IT use cases)	Enables organizations to broadcast custom messages to all users or targeted groups within the organization via the Moveworks bot. Also allows interactive actions from these messages.
Concierge (IT ticket management)	Enables employees to submit new tickets, view existing requests, and check ticket status using natural language directly in chat instead of a traditional portal.
Forms (IT Only)	Guides users to the appropriate service form and enables form completion via chat or portal. Pre-populates known user information where available.
Live Agent Chat / Handoff (IT live agents only)	Escalates conversations from AI assistant to a live human agent when required, transferring full context into the service desk tool.
IT Ticket Automatic Triage	Utilizes machine learning to automatically categorize, prioritize, and route incoming requests to correct teams.

Capability / Area	Product Description / Product Limitation
Approval Mirroring (for ITSM approvals only)	Surfaces ServiceNow ITSM approval requests within chat. Approvers can review and act on requests conversationally while maintaining synchronization with ServiceNow.
Multilingual Support	Supports 100+ languages offered by Moveworks. Provides real-time translation within chat, including knowledge article excerpts, approvals, and employee communications.
Agent Studio & Agent Studio Connectors	Limited to downloading and modifying select IT Agent Studio plugins from the AI Agent Marketplace. Restricted to IT-domain connectors only.
ITSM Advanced	
Capability / Area	Product Description / Product Limitation
IT Knowledge Search	Indexes up to 50K documents from non-ServiceNow internal systems. Documents indexed within ServiceNow are not counted toward this limit. Scope limited to the IT domain.
IT Knowledge Studio	Enables creation of knowledge content from a user-provided query. Displays source references used to generate responses. Allows users to edit AI-generated content and publish externally. Provides AI powered recommendations to refine generated content.
Employee Experience Insights (IT tickets only)	Provides analytics based on IT ticket data, including: Employee Issues view Benchmark comparisons Application and service experience metrics Impact analysis over time.

Capability / Area	Product Description / Product Limitation
	Scope limited to IT ticket data.
Brief Me	Enables users to unlock document knowledge, extract key insights, and generate new content by interacting directly with uploaded files in chat. Users can upload files into chat and query them conversationally to get relevant information.
Agent Studio & Agent Studio Connectors	Limited to downloading and modifying select IT Agent Studio plugins from the AI Agent Marketplace. Restricted to IT-domain connectors only.
Specialized Assistants (Pre-built only)	Allows deployment and configuration of pre-built specialized assistants for IT-related use cases (e.g., onboarding, recruiting).

ITSM Prime

Capability / Area	Product Description / Product Limitation
IT Knowledge Search	Indexes up to 100k documents from non-ServiceNow internal systems. Documents indexed within ServiceNow are not counted toward this limit. Scope limited to the IT domain.
Channel Resolver (Slack IT Channels only)	Monitors designated IT support Slack channels (e.g., #it-support, #tech-help) and enables the Moveworks bot to identify and respond to user support requests posted in those channels. Limited to Slack IT support channels.
IT Ticket Interception	Continuously polls the ITSM system for newly created, unassigned IT tickets eligible for automated resolution. When a ticket is submitted through the self-service portal or via email, the AI Assistant may intercept the ticket and proactively engage the requester directly in chat with a proposed resolution, based on its confidence in resolving the issue.

Capability / Area	Product Description / Product Limitation
Provision Management	Automates access and provisioning requests across supported software, groups, and accounts directly within chat.
Data API	Provides access to raw usage data on AI assistant
Agent Studio & Agent Studio Connectors	Enables development and modification of custom IT Agent Studio plugins. Plugins may be built from scratch or adapted from the AI Agent Marketplace. Restricted to IT-domain connectors only.
Specialized Assistants (Pre-Built + Custom)	Allows deployment and modification of pre-built specialized assistants and creation of new custom specialized assistants. Limited to IT domain use cases.

HRSD

HRSD Foundation

Capability / Area	Product Description / Product Limitation
HR Knowledge Search	Indexes up to 25K documents from non-ServiceNow internal systems. Documents indexed within ServiceNow are not counted toward this limit. Scope limited to the HR domain.
AI Assistant	Available across surface / chat system supported by Moveworks, as well as web interface (e.g. Slack, Microsoft Teams, Google Chat, Webex, Embedded AI Assistant)

Capability / Area	Product Description / Product Limitation
Employee Comms (HR use cases only)	Enables organizations to broadcast custom messages to all users or targeted groups within the organization via the Moveworks bot. Also allows interactive actions from these messages.
Concierge (HR Service Desk Management)	Enables employees to submit new tickets, view existing requests, and check ticket status using natural language directly in chat instead of a traditional portal.
HR Forms	Guides users to the appropriate service form and enables form completion via chat or portal. Pre-populates known user information where available.
Live Agent Chat / Handoff (HR live agents only)	Escalates conversations from AI assistant to a live human agent when required, transferring full context into the service desk tool.
HR Ticket Automatic Triage	Utilizes machine learning to automatically categorize, prioritize, and route incoming requests to correct teams.
Approval Mirroring (for HRSD approvals only)	Surfaces ServiceNow HRSD approval requests within chat. Approvers can review and act on requests conversationally while maintaining synchronization with ServiceNow.
Multilingual Support	Supports 100+ languages offered by Moveworks. Provides real-time translation within chat, including knowledge article excerpts, approvals, and employee communications.
Agent Studio & Agent Studio Connectors	Limited to downloading and modifying select HR Agent Studio plugins from the AI Agent Marketplace. Restricted to HR- domain connectors only.
HRSD Advanced	

Capability / Area	Product Description / Product Limitation
HR Knowledge Search	Indexes up to 50K documents from non-ServiceNow internal systems. Documents indexed within ServiceNow are not counted toward this limit. Scope limited to the HR domain.
Brief Me	Enables users to unlock document knowledge, extract key insights, and generate new content by interacting directly with uploaded files in chat. Users can upload files into chat and query them conversationally to get relevant information.
Agent Studio & Agent Studio Connectors	Limited to downloading and modifying select HR Agent Studio plugins from the AI Agent Marketplace. Restricted to HR- domain connectors only.
Specialized Assistants (Pre-built only)	Allows deployment and configuration of pre-built specialized assistants for HR-related use cases (e.g., onboarding, recruiting).

HRSD Prime	
Capability / Area	Product Description / Product Limitation
HR Knowledge Search	Indexes up to 100K documents from non-ServiceNow internal systems. Documents indexed within ServiceNow are not counted toward this limit. Scope limited to the HR domain.
Channel Resolver (Slack HR Channels only)	Monitors designated HR support Slack channels (e.g., #hr-support, #benefits-help, etc.) and enables the Moveworks bot to identify and respond to user support requests posted in those channels. Limited to Slack HR support channels.
HR Ticket Interception	Continuously polls the HRSD system for newly created, unassigned tickets eligible for automated resolution. When a ticket is submitted through the self-service portal or via email, the AI Assistant may intercept the ticket and proactively engage the requester directly in chat with a proposed resolution, based on its confidence in resolving the issue.

Capability / Area	Product Description / Product Limitation
Data API	Provides access to raw usage data on AI assistant
Agent Studio & Agent Studio Connectors	Enables development and modification of custom HR Agent Studio plugins. Plugins may be built from scratch or adapted from the AI Agent Marketplace. Restricted to HR-domain connectors only.
Specialized Assistants (Pre-Built + Custom)	Allows deployment and modification of pre-built specialized assistants and creation of new custom specialized assistants. Limited to HR domain use cases.

Moveworks Essential

Capability / Area	Product Description / Product Limitation
Knowledge Search	Indexes up to 25K documents from non-ServiceNow internal systems. Documents indexed within ServiceNow are not counted toward this limit.
AI Assistant	Available across surface / chat system supported by Moveworks, as well as web interface (e.g. Slack, Microsoft Teams, Google Chat, Webex, Embedded AI Assistant)
Employee Comms	Enables organizations to broadcast custom messages to all users or targeted groups within the organization via the Moveworks bot. Also allows interactive actions from these messages.
Concierge (Service Desk Management)	Enables employees to submit new tickets, view existing requests, and check ticket status using natural language directly in chat instead of a traditional portal.

Capability / Area	Product Description / Product Limitation
Forms	Guides users to the appropriate service form and enables form completion via chat or portal. Pre-populates known user information where available.
Live Agent Chat / Handoff	Escalates conversations from AI assistant to a live human agent when required, transferring full context into the service desk tool.
Ticket Automatic Triage	Utilizes machine learning to automatically categorize, prioritize, and route incoming requests to correct teams.
Multilingual Support	Supports 100+ languages offered by Moveworks. Provides real-time translation within chat, including knowledge article excerpts, approvals, and employee communications.

ITSM and HRSD Product Specific Terms

These product specific terms apply to all Moveworks for ITSM and Moveworks for HRSD Products, including but not limited to Bridge, Foundation, Advanced, or Prime tiers. These restrictions apply only to the specific products and tiers purchased under the applicable Order Form.

Domain-Based Connector Use

Moveworks Agent Studio connectors may only be used within the domain associated with the purchased product tier and/or type.

- **ITSM Products:** Customers may use connectors related to the IT domain only.
- **HRSD Products:** Customers may use connectors related to the HR domain only.

For example, a Customer purchasing an ITSM tier may build Agent Studio plugins using IT-related connectors (such as ServiceNow), but may not use HR-related connectors (such as Workday), which are associated with the HR domain.

Tier-Based Functionality

Foundation and Advanced Tiers

Customers purchasing Foundation or Advanced tiers may:

- Download plugins from the AI Agent Marketplace
- Edit plugins within Moveworks Agent Studio

Customers may **not**:

- Create new custom agents within Moveworks Agent Studio

Prime Tier

Customers purchasing the Prime tier may:

- Download plugins from the AI Agent Marketplace
- Edit plugins within Moveworks Agent Studio
- Create new custom agents within Moveworks Agent Studio

Prime Tier Plugin Availability

Certain Moveworks Agent Studio plugins may be designated as available exclusively within the Prime tier. Moveworks may identify and reserve specific plugins to ensure alignment with Prime tier functionality and capabilities. Customers will only have access to plugins corresponding to their purchased tier.

ITSM Connectors and Agent Studio Plugin Availability

The tables below set forth (i) the connectors available for use with ITSM products across all ITSM tiers and (ii) the Moveworks Agent Studio plugins that are installable only for ITSM Prime.

- **ITSM Enumerated Connectors for all ITSM Tiers** may be used solely in connection with the Customer’s licensed ITSM products and may not be used outside of the ITSM domain or with products for which the Customer does not have an applicable subscription.
- **Installable Moveworks Agent Studio plugins for ITSM Prime** are available only to Customers licensed for the ITSM Prime tier and may not be accessed, installed, or used with Foundation or Advanced tiers.

By way of example, a Customer licensed for ITSM Foundation or ITSM Advanced may use the connectors listed in the “ITSM Enumerated Connectors for all ITSM Tiers” table (such as ServiceNow, Jira, or Okta) in connection with their ITSM workflows, but would not be permitted to install or use plugins listed in the “Installable Moveworks Agent Studio plugins only for ITSM Prime” table. Conversely, a Customer licensed for ITSM Prime may use both the enumerated connectors and the Prime-designated plugins.

The listings below reflect the current supported connectors and plugins and may be updated from time to time in accordance with these Product Specific Terms.

ITSM Connectors

ITSM Enumerated Connectors for all ITSM Tiers:

1. 8x8
2. Atlan
3. BeyondTrust
4. BMC Helix
5. BMC Helix Digitalworkplace
6. Cherwell
7. Confluence Cloud
8. Confluence DC

9. Datadog
10. Dropbox
11. Duo
12. Freshdesk
13. Freshservice
14. GitHub
15. Glia
16. Google Calendar
17. Google Drive
18. Guru
19. Igloo
20. Interact
21. Ivanti Service Desk
22. Jamf
23. Jira
24. Jive
25. LumApps
26. ManageEngine
27. Microsoft Entra
28. Microsoft Graph
29. Microsoft Intune

30. Microsoft Power Automate
31. Nexthink
32. Okta
33. One Identity OneLogin
34. Outlook
35. Pagerduty
36. Palo Alto Networks
37. Ping Identity
38. Sailpoint IdentityIQ
39. Sailpoint iNow
40. Salesforce
41. SAP Success Factors
42. SAP Work Zone
43. SearchUnify
44. ServiceNow
45. SharePoint
46. Simpplr
47. Slite
48. Snowflake
49. SolarWinds
50. SysAid

- 51.Unily
- 52.Vayusphere
- 53.Wiki.js
- 54.Wolken
- 55.Zendesk

Installable Moveworks Agent Studio plugins only for ITSM Prime:

- 1. Provision Software (Jamf connector)
- 2. Reset Microsoft MFA (MS Graph connector)

HRSD Connectors and Agent Studio Plugin Availability

The tables below set forth (i) the connectors available for use with HRSD products and (ii) the Moveworks Agent Studio plugins that are installable only for HRSD Prime.

- **HRSD Enumerated Connectors** may be used solely in connection with the Customer’s licensed HRSD products and may not be used outside of the HR domain or with products for which the Customer does not have an applicable subscription.
- **Installable Moveworks Agent Studio plugins reserved for HRSD Prime** are available only to Customers licensed for the HRSD Prime tier and may not be accessed, installed, or used with Foundation or Advanced tiers.

By way of example, a Customer licensed for HRSD Foundation or HRSD Advanced may use the connectors listed in the “HRSD Enumerated Connectors” table (such as Workday, ADP, or UKG) in connection with their HR workflows, but would not be permitted to install or use plugins listed in the “Installable Moveworks Agent Studio plugins only for HRSD Prime” table. Conversely, a Customer licensed for HRSD Prime may use both the enumerated connectors and the Prime-designated plugins.

The listings below reflect the current supported connectors and plugins and may be updated from time to time in accordance with these Product Specific Terms.

HRSD Connectors

HRSD Enumerated Connectors:

1. ADP
2. Awardco
3. Bravo
4. Dayforce
5. Docusign
6. Google Calendar
7. Google Drive
8. Greenhouse
9. Guru
10. HiBob
11. Igloo
12. Interact
13. Jira
14. Jive
15. Lattice
16. LumApps
17. Mindtickle
18. Oracle Fusion Cloud HCM
19. Outlook

- 20.Polygon.io
- 21.SAP Success Factors
- 22.ServiceNow
- 23.SharePoint
- 24.Slite
- 25.Staffbase
- 26.UKG
- 27.Workday

Installable Moveworks Agent Studio plugins only for HRSD Prime:

- 1. View Submitted Referrals (Greenhouse connector)
- 2. Look Up Candidate Application Status (SAP Success Factors connector)
- 3. Look Up Candidates for a Job Requisition (SAP Success Factors connector)
- 4. Look Up Job Offer Approval Status (SAP Success Factors connector)
- 5. Summarize Interview Feedback (SAP Success Factors connector)
- 6. Summarize Offer Pipeline (SAP Success Factors connector)
- 7. View Open Jobs (SAP Success Factors connector)
- 8. Look Up Candidates for Requisition (Workday connector)
- 9. Lookup Candidate Status (Workday connector)
- 10.Submit Interview Feedback (Workday connector)
- 11.View External Job Postings (Workday connector)
- 12.View Internal Job Postings (Workday connector)

Changes

Moveworks may update connector and plugin availability to reflect product evolution, provided that such changes will not materially reduce core functionality of the purchased tier during the applicable subscription term.

Modifications to Product-Specific Terms

Moveworks reserves the right to non-materially modify the limitations and restrictions set forth in this Documentation at any time. Continued use of the Moveworks Products after any such changes shall constitute Customer's acceptance of the non-material modifications.