

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21.451

SAP Number

Innovation and Technology Department

Department Contract Representative
Telephone Number

Lea Rademaker
909-388-0672

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

ServiceNow
Lisa Walde - Logicalis
951-393-2315
NA
Non-Financial

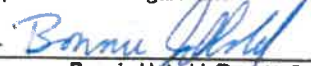
NA

Briefly describe the general nature of the contract:

Public Sector Subscription Terms of Service Agreement with ServiceNow, Inc., including non-standard terms, to purchase future subscription software licenses, training, and professional installation/configuration services.

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Bonnie Uphold, Deputy County Counsel

Date 6-14-2021

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

Non-Standard Contract Coversheet

Revised 3/14/19

PUBLIC SECTOR SUBSCRIPTION TERMS OF SERVICE

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

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

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

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. SERVICENOW RESPONSIBILITIES

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

2.2 PROTECTION AND RETURN OF CUSTOMER DATA. During the Subscription Term, ServiceNow will maintain a written Security Program that includes policies, procedures and controls aligned to ISO27001, or a substantially equivalent standard, that includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access as described in the data security addendum (“DSA”) at <https://www.servicenow.com/upgrade-schedules.html>. The terms of the data processing addendum at <https://www.servicenow.com/upgrade-schedules.html> (“DPA”) shall apply to ServiceNow’s Processing of Personal Data (as defined in the DPA). Upon written request by Customer within 45 days after termination or expiration of the Subscription Service, ServiceNow will provide any Customer Data in the Subscription Service to Customer in ServiceNow’s standard

database export format at no additional charge to the Reseller under the applicable Reseller Order. After such 45 day period, ServiceNow shall have no obligation to maintain or provide any Customer Data and will, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control, delete Customer's instances of the Subscription Service, and upon written request, provide confirmation of such deletion.

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

3. ACCESS AND USE RIGHTS; RESTRICTIONS; PROFESSIONAL SERVICES

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

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

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

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

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

4. ORDERING

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

Reseller Order or any agreed SOW attached thereto. Subsequent or additional orders for ServiceNow products or services may be placed by Customer through Reseller.

4.2 USE VERIFICATION. ServiceNow or Reseller may remotely review the scope of Customer's use of the Subscription Service, and on ServiceNow or Reseller's written request, Customer will provide reasonable assistance to verify Customer's compliance with these Terms of Service with respect to access to and use of the Subscription Service. If ServiceNow or Reseller determines that Customer has exceeded its permitted access and use rights to the Subscription Service, ServiceNow or Reseller will notify Customer, and Customer will within 30 days, either: **(1)** disable any unpermitted use, or **(2)** purchase additional subscriptions commensurate with Customer's actual use. If Customer fails to regain compliance within such thirty (30) day period, Customer will stop accessing, and ServiceNow and Reseller will stop providing access to, the Subscription Service, in addition to any other available rights or remedies.

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 I P R 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 I P R in Customer Data and Customer Technology. Customer grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferrable (except under Section 11.1, worldwide, right to use Customer Data and Customer Technology solely to provide and support the ServiceNow Subscription Service.

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

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

6. WARRANTIES; DISCLAIMER OF WARRANTIES

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

6.2 REMEDIES.

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

refund of any amounts paid for the same. This Section 6.2.1 sets forth Customers exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.

6.2.2. PROFESSIONAL SERVICES. If within 30 days after performance of any non-conforming Professional Services Customer notifies Reseller of a breach then, upon ServiceNow's timely receipt of notice from Reseller, ServiceNow at its option will, as Customer's exclusive remedy (and ServiceNow's sole liability in connection with this warranty) either use commercially reasonable efforts to re-perform the Professional Services in conformance with the material requirements of the applicable SOW or Service Description or terminate the affected Professional Services and refund to Reseller any amounts paid for the nonconforming Professional Services, whereupon Customer may submit to Reseller a claim for refund of any amounts paid for the same. This Section 6.2.2 sets forth Customers exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.

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

7. CONFIDENTIAL INFORMATION

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

7.2 THIRD PARTY REQUESTS. These Terms of Service will not prevent receiving party from disclosing the other party's Confidential Information to a court, or governmental body pursuant to a valid court order, Law, subpoena, or regulation, but only if receiving party: (1) gives prompt notice (or the maximum notice permitted under Law) before making the disclosure, unless prohibited by Law; (2) to the extent permitted by law, reasonably assists disclosing party, at disclosing party's cost, in its lawful efforts to resist or limit such disclosure; and (3) discloses only that portion of disclosing party's Confidential Information that is legally required to be disclosed.

8. INDEMNIFICATION

8.1 BY SERVICENOW.

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

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

(3) are commercially impracticable, terminate Customer's access to and use of the affected Subscription Service on 60-days' prior notice, whereupon Customer may submit to Reseller a claim for a refund of any prepaid subscription fees covering that part of the applicable Subscription Term for such Subscription Service remaining after the effective date of termination.

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

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

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

9. LIMITATION OF LIABILITY

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

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

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

10. TERM AND TERMINATION

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

10.2 SUBSCRIPTION SERVICE. On termination of an Ordering Document, Reseller Order, or expiration of a Subscription Term, Customer will stop accessing and using, and ServiceNow will stop providing, the Subscription Service and

all related rights granted to Customer in these Terms of Service terminate immediately, automatically, and without notice. Customer will, within 30 days after the effective date of termination by Customer for ServiceNow's breach, submit to Reseller a claim for refund for any prepaid fees paid to Reseller covering that part of the Subscription Term for the affected Subscription Service, if any, remaining after the effective date of termination.

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

11. GENERAL PROVISIONS

11.1 ASSIGNMENT. Neither party may assign or novate its rights or obligations under these Terms of Service, by operation of law or otherwise (collectively, "Assign"), without the other party's prior written consent. Notwithstanding the foregoing, on notice and without consent: **(1)** either party may in connection with a merger, reorganization, or sale of all or substantially all of such party's assets or equity, Assign these Terms of Service in its entirety to such party's successor; and **(2)** ServiceNow may Assign these Terms of Service in its entirety to any ServiceNow affiliate. Any attempted or purported Assignment in violation of this Section 11.1 is null and void. Subject to the foregoing, these Terms of Service bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

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

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

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

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

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

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

extent permitted by law, these Terms of Service shall be governed by, and construed in accordance with the Laws of New York, without regard to its conflict of laws principles. The parties irrevocably consent to exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction in New York City, New York to adjudicate any dispute arising out of or related to these Terms of Service. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party, may at any time, and without waiving any other rights under these Terms of Service, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its I P R.

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

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

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CUSTOMER SUPPORT ADDENDUM

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

1. CUSTOMER SUPPORT

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

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

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

1.3 INCIDENT PRIORITY; RESPONSE TIME; LEVEL OF EFFORT:

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

1.4 CUSTOMER RESPONSIBILITIES

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

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

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

2. AVAILABILITY SLA

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

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

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

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

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

3. UPGRADES AND UPDATES

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

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

4. INSURANCE COVERAGE

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

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

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

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

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

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

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

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

DATA SECURITY ADDENDUM

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

1. SECURITY PROGRAM

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

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

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

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

2. CERTIFICATIONS AND AUDITS

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

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

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

3. PHYSICAL, TECHNICAL, AND ORGANIZATIONAL SECURITY MEASURES

3.1 PHYSICAL SECURITY MEASURES.

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

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

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

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

3.2 TECHNICAL SECURITY MEASURES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 ORGANIZATIONAL SECURITY MEASURES.

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

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

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

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

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

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

4. SERVICE CONTINUITY

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

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

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

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

5. MONITORING AND INCIDENT MANAGEMENT

5.1 MONITORING, MANAGEMENT AND NOTIFICATION.

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

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

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

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

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

6. PENETRATION TESTS

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

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

7. SHARING THE SECURITY RESPONSIBILITY

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

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

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

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

DATA PROCESSING ADDENDUM

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

2. SCOPE OF THE PROCESSING

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

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

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

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

3. DATA CONTROLLER

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

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

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

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

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

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

4. DATA PROCESSOR

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

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

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

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

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

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

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

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

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

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

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

5. REQUESTS MADE FROM DATA SUBJECTS AND AUTHORITIES

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

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

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

6. BREACH NOTIFICATION

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

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

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

7. CUSTOMER MONITORING RIGHTS

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

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

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

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

8. SUB-PROCESSORS

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

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

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

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

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

9. INTERNATIONAL DATA TRANSFERS

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

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APPENDIX 1

DETAILS OF PROCESSING

Duration of Processing

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

Data Subjects

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

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

Categories of Personal Data

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

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

Special Categories of Personal Data

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

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

Processing Operations

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

- All activities necessary for the performance of the Agreement.

PRODUCT OVERVIEW

ServiceNow Applications	
Activity Designer	Provides capabilities to construct reusable Workflow activities based on an organization's business needs.
Activity Packs	A collection of related orchestration activities in a scoped application that allow Orchestration Core to connect to, and automate work with, external systems from Workflow. Customers have the ability to create their own Activity Packs with the Activity Designer.
Advanced Audit Management	Provides the capability to automate the complete audit lifecycle, including risk-based scoping using auditable units, resource and cost planning, milestone tracking, observation creation, identification of reportable issues, and a detailed evidence collection workflow.
Advanced Risk Management	Provides capabilities to manage, mitigate and report on operational risk. Provides a centralized process for risk managers to assess, roll-up, and report on risks at various levels of their organization and receive and process risk events that may impact an organization's risk posture.
Agile Development	Provides capabilities to manage the software development process including story definition, backlog management, sprint planning, test planning, enhancement requests, defect prioritization and definition of release content.
App Engine (Formerly: Now Platform – Custom Applications; Platform Runtime; CreateNow)	Provides the capability to create custom tables or develop new applications utilizing the Now Platform contextual development environment, platform features and shared system data.
App Engine Studio	Provides a guided, low-code tool for developing applications to store information and automate business processes. Provides an environment for app creation using app templates for pre-built or custom solutions.
Application Portfolio Management	Provides capabilities for organizations to inventory and manage application portfolios in a single central location, capturing relevant information such as costs, risk, projects, lifecycle dates, ownership, and health assessments. This inventory facilitates the identification of business benefits of each application and helps organizations make informed decisions on reducing costs, improving agility, and facilitating business alignment with the IT application portfolio.
Application Vulnerability Response	Provides the capability to prioritize and respond to application vulnerabilities resulting from security testing of applications in Customer's environment.

Asset Management	Provides capabilities to track and manage the physical, contractual, and financial aspects of assets.
Audit Management	Provides a centralized process for internal audit teams to automate the complete audit lifecycle by providing the capability to plan, scope, and execute integrated, risk-based audit plans.
Basic Case Management	In support of HR Service Delivery, provides capability to log general inquiries between an employee and the HR service center.
Business Continuity Management	Provides the capabilities within Business Continuity Planning, Business Impact Analysis, Crisis Management, and Table-top Exercise Management.
Business Continuity Planning	Provides the capability to use standardized templates and workflows to enable process, facility, and asset owners to develop continuity and recovery plans.
Business Impact Analysis	Provides the capability to analyze business processes and critical dependencies.
Case and Knowledge Management (Formerly: HR Service Management)	In support of HR Service Delivery, provides capabilities to document and manage interactions between employees and HR. Also allows for the fulfillment of advanced case requests across various HR centers of excellence, supported by an HR Knowledge Base.
Change Management	Allows repeatable methods and procedures to be used for introducing change into the IT infrastructure by providing capabilities for creating, assessing, approving, and executing changes.
Client Software Distribution	Allows administrators to automate the distribution of software from the Service Catalog and manage software revocation. Integration with Microsoft System Center Configuration Manager (SCCM) is provided and the extension framework enables additional third-party integrations, providing a single pane of glass for software distribution and license revocations on Windows and Apple devices. Customer is required to separately purchase any third-party integrated services.
Cloud Insights	Provides the capabilities to track, analyze, and manage cloud cost.
Cloud Provisioning and Governance (Formerly: Cloud Management)	Provides the capability to automate the provisioning, lifecycle, and cost management of public and private cloud resources.
Communities	Enables Customer's users to engage with peers to ask questions and provide answers on areas of their interest. Helps organizations to reduce support costs through crowd

	sourcing of knowledge and self-service enablement. Includes the following key features – forums and user management, personalized subscriptions, user community profile, and moderation.
Configuration Compliance	Integrates with third-party security configuration assessment (SCA) solutions to generate a set of test results for the Customer's environment. Allows Customer to create response tasks, change requests or problem tickets to address configuration issues, enabling security teams to perform further investigation or allowing IT to remediate.
Contact Tracing	Provides the capability to identify employees that may have been exposed to an individual with a confirmed infectious disease by correlating information from work shifts, workspace locations, badge scans and employee daily contact logs. Includes the capability to manage the response process tasks related to these events.
Continual Improvement	Provides capabilities to define improvement initiatives and measure success by creating phases and tasks to meet performance goals and track progress.
Contractor Management	Provides the capability to collaborate with third-party contractors on field service tasks through a contractor portal.
Cost Management	Provides capabilities to track one-time and recurring costs of configuration items used by IT, and to allocate those costs to business units using allocation rules.
Crisis Management	Provides the capability to use and test standardized workflows for responding to natural disasters and crisis scenarios that may disrupt business operations. Includes a table-top exercise framework to evaluate the completeness and accuracy of continuity and recovery plans.
Customer Service Management	Provides capabilities for omni-channel customer engagement across portal, chat, email, and phone (native telephony integration requires Notify); customer data model for accounts, partners, and contacts; case management with advanced skills-based routing, case assignment workbench; real-time service level agreement (SLA), service contracts and service entitlements; targeted communications; special handling notes; pre-packaged service analytics using both real-time data and snapshots for trend analysis (trend analytics requires Performance Analytics); and voice of customer feedback through online surveys and customer satisfaction reporting.
Demand Management	Provides capabilities to consolidate IT requests in a Service Catalog and route them through a Workflow to stakeholders who gather additional information to prioritize investment decisions.

DevOps	Provides capabilities to integrate with and collect data from ServiceNow instances; and third-party planning, source code control, and build execution tools. Allows collected data to be loaded into a unified DevOps data model where it can be used to provide reporting and automation throughout the DevOps lifecycle.
DevOps Insights	Provides the capability to view dashboards and create trending reports from the information collected by the ServiceNow DevOps Application.
Discovery	Locates physical and virtual devices connected to an enterprise network. When Discovery locates a device, it explores its configuration, status, software, and relationships to other connected devices, and updates the CMDB.
e-Bonding for Telecommunications	Provides the capability for a telecommunication service provider Customer to author and publish a service catalog to its customer's ServiceNow instance and to receive and manage customer requests, and for customers of a telecommunications service provider to request services and receive updates through its ServiceNow instance.
Edge Encryption	Provides capabilities to encrypt eligible data in transit and at rest. Customer retains sole control and management of encryption keys.
Employee Document Management	Provides electronic personnel file capabilities including configurable legal hold, purge process, data retention and security rule settings.
Employee Health Screening	Provides the capability to define and record the health criteria required of employees before entering the workplace and view data and trends on the health criteria and return of employees.
Employee Readiness Surveys	Provides the capability for Customer to define and measure preparedness of its workforce through surveys.
Employee Service Center (Formerly: Enterprise Service Portal – HR)	Provides capabilities to configure an employee portal interface to personalize employee experience. Includes targeted content delivery and automation guidance with predefined interaction interfaces and employee forums.
Employee Travel Safety	Provides capabilities to authorize business travel for employees based on the safety status of the destination.
Electronic Medical Records (EMR) Help	Provides the capability to open incidents using Incident Management from within the EMR system.
Enterprise Onboarding and Transitions	In support of HR Service Delivery, provides a mechanism for HR to configure complex employee processes that span departments, such as onboarding, offboarding, transfers, and other employee lifecycle events.

Engagement Messenger	Provides the capability to extend self-service experience to third-party portals.
Event Management	Provides capabilities to aggregate events from monitoring tools used by Customer in its infrastructure, de-duplicates and correlates inputs from such events to CMDB and provides the ability to filter and prioritize events to create incidents for remediation.
Field Service Management	Provides capabilities to create work orders and tasks for the repair and service of equipment; schedule and assign work to technicians; manage parts requirements; and inventory, manage, and complete work orders.
Finance Close Automation	Provides a centralized workspace for posting journal entries and capabilities to manage the finance close process by automating and managing timelines for close tasks and performing end-to-end procedures with built-in policy and compliance.
Financial Charging (Formerly: Financial Reporting)	Provides the capability to automate show-back and bill-back processes with Workflow and statement item types, helping to increase corporate financial visibility.
Financial Modeling (Formerly: Cost Transparency)	Provides the capability to perform modeling of financials for data contained within the ServiceNow Platform.
Financial Planning	Provides the capability to assist in the automation of budget and forecast planning of projects to increase efficiency and simplify the enterprise planning process.
Financial Services Applications and Data Model	Provides the capabilities for Customer Service Management and core front, middle, and back office operations for Customers in the financial services industry.
Financial Services Operations Core	Provides the capabilities for Customer Service Management and financial services data model for Customers in the financial services industry.
Hardware Asset Management	Provides the capability to track and manage hardware assets, including normalization of hardware models, life cycle processes, and remediation actions.
Health and Safety Testing	Provides the capabilities to manage employee health testing requests to meet employer health and safety requirements.
Health Log Analytics	Provide the capability to analyze early signals of potential outages in Customer's critical application services.
Incident Management	Facilitates the process of restoring normal IT operations by providing capabilities to record, classify, distribute, and manage incidents through to resolution. Includes Performance Analytics limited to 15 key performance

	indicators (KPIs), one dashboard, and 90 days of data captured by Incident Management.
Innovation Management	Provides the capability to gather and evaluate ideas for implementation.
IntegrationHub	Provides additional capabilities to allow Flow Designer to automate systems outside of a Customer's instance.
Investment Funding	Provides the capability to plan investments and budgeting and view historical investment and budgeting data.
IT Operations Management Health (Formerly: Event Management and Operational Intelligence)	Provides the capability to gain visibility and track the availability of Customer's critical application services.
IT Operations Management Optimization (Formerly: Cloud Management)	Provides the capability to view and automate the provisioning, life cycle and cost management of IT resources supporting application services.
IT Operations Management Visibility (Formerly: Discovery and Service Mapping)	Provides visibility into IT resources, configuration characteristics, and their relationship to application services.
Legal Matter Management	Provides the capability to manage tasks and activities associated with legal matters in different practice areas.
Legal Request Management	Provides the capability to classify, prioritize, and provide initial intake response to legal requests in a centralized workspace.
Lifecycle Events	Provides the capability to configure a collection of pre-defined activities for personal and professional employee life cycle events within the HR application.
MetricBase	Allows Customer to collect, analyze, and store a time series of data.
Mobile Publishing	Provides the capabilities to deliver customer-branded versions of ServiceNow mobile applications and secure distribution of mobile applications through the utilization of security SDKs.
Operational Intelligence	Provides the capability to aggregate raw data from disparate monitoring tools in Customer's infrastructure to proactively reduce service outages through machine learning and predictive analytics.
Orchestration Core	Provides additional capabilities to allow Workflow to automate systems outside of a Customer's instance and create codeless, reusable actions.

Outsourced Customer Service	Provides the capability to manage outsourced customer service providers.
Order Management for Telecommunications	Provides the data model and capabilities for order execution processes in the Telecommunications industry.
Password Reset	Provides the capability to reset user passwords that are stored and pre-authenticated in a supported credential store separate from Customer's instance of the subscription service, such as Microsoft Active Directory.
Performance Analytics	Provides advanced analytics and time series analysis for KPIs. Provides secure, simple access to Key Performance Indicators (KPIs) and metrics that companies can use to proactively optimize business services, improve processes and align with organizational goals.
Planned Maintenance	Provides the capability to automatically create work orders and work order tasks via schedules that are triggered based on meters, usage, and/or duration.
Policy and Compliance Management	Provides a centralized process for creating and managing policies, standards, and internal control procedures that are cross-mapped to external regulations and best practices. Additionally, provides structured Workflows for the identification, assessment, and continuous monitoring of control activities.
Platform Encryption	Provides the capability to encrypt eligible data at rest at the application level. Customer may supply their own encryption keys or utilize ServiceNow key lifecycle management. Keys are generated using hardware security module.
Predictive Intelligence (Formerly: Agent Intelligence)	Provides the capability to use supervised machine learning to train solutions with Customer's historic ServiceNow data to predict an outcome, such as a field value in a record.
Proactive Customer Service Operations	Provides the capability to proactively trigger case workflows.
Problem Management	Facilitates the process of identifying the root causes of errors in the IT infrastructure by providing capabilities to record, escalate, and manage problems through to resolution.
Process Optimization	Provides the capability to create business process flow maps from audit trail data, view and assess inefficiencies within the process optimization workbench, and integrate with performance analytics and continual improvement management applications.
Project Portfolio Management	Provides capabilities to plan, organize, and manage projects and project portfolios including associated tasks and resources.

Release Management	Facilitates the planning, design, build, configuration, testing, and release of hardware and software into the IT infrastructure.
Regulatory Change Management	Provides the capabilities to integrate with regulatory intelligence providers, integrate with regulatory workflows to assess the applicability and impact of regulatory events, map the regulatory events with internal Government, Risk, and Compliance objects, and execute changes.
Request Management	Provides capabilities to approve and fulfill requests for goods and services defined and presented in the Service Catalog.
Resource Management	Provides a view of projects and the availability, allocation, and capacity of assigned resources.
Risk Management	Provides an executive view into risk to allow risk managers to quickly identify at-risk assets, perform assessments, and continuously monitor risk exposure.
Scaled Agile Framework (SAFe)	Provides the capability to plan development activities across teams and view the dependencies between them.
Security Incident Response	Enables a security operations center, security incident response team, and IT to enact response plans to address security-related activities, events, or incidents. Facilitates response team collaboration, investigation of network and non-network related activities (e.g., intellectual property theft, criminal activities, etc.), including the capability for automated request assignment and remediation across security and IT teams.
Service Mapping	Discovers business services of the organization and builds a comprehensive map of all devices, applications, and configuration profiles used in these business services.
Service Management for Issue Resolution	Provides the capabilities within Incident Management, Problem Management, Change Management, Release Management, Request Management, Asset Management and Cost Management to support issue resolution within Customer Service Management.
Service Owner Workspace	Provides a graphical view and trend charts to manage and monitor portfolios and services.
Software Asset Management	Provides the capability to track and manage software assets, including normalization of discovered software, reconciliation of discovered software against license entitlements, and remediation actions to stay compliant. Facilitates identification of unused software for reclamation and allows Customer to automate harvesting of those licenses.
Software Spend Detection	Provides the capability to identify and track software spend using financial transaction data.

Telecommunications Service Management Applications and Data Model	Provides the capabilities for Customer Service Management and service assurance for Customers in the telecommunications industry.
Telecommunications Network Performance Management Applications and Data Model	Provides the capabilities for network service assurance for Customers in the telecommunications industry.
Test Management	Provides a user acceptance testing framework to help project teams and business users align on project deliverables and provides visibility into the status of the project testing when used in conjunction with Project Portfolio Management and Agile Development. Project Portfolio Management and Agile Development are separately authorized.
Threat Intelligence	Provides the capability to support multiple threat intelligence feeds to enhance the context of a security incident by enabling analysts to see potential threats and related systems in an integrated view. Allows Customer to add its own custom feeds and to place confidence scores or weightings on each feed to accelerate the identification of legitimate security issues.
Universal Request	Provides the capability to enable service requests across different group and task types.
Universal Request Pro	Provides capabilities for Universal Request to connect and expand functionality with Predictive Intelligence and Virtual Agent.
Universal Task	Provides a framework for agents to fulfill a service request by using a comprehensive set of predefined tasks.
Use Case Accelerators	Provides capabilities to configure pre-defined features such as policies, control objectives, scopes, indicators, risks, dashboards and reports.
Vaccination Status	Provides the capability to track the status of employee vaccinations.
Vendor Manager Workspace	Provides a centralized workspace to manage and monitor vendor health, performance data and related vendor information.
Vendor Risk Management	Provides automated assessment capabilities and remediation processes for managing vendor risk, including reporting of risk levels and issues. All vendor interaction and communication may be centralized via a vendor portal enabling Customer to manage vendor responses, provide assessment status, and track issues and tasks.

Virtual Agent	Provides capabilities for Users to interact with a chat agent (bot or human) through the ServiceNow Service Portal, mobile environments and various messaging services.
Vulnerability Response	Integrates with the National Vulnerability Database (NVD) and third-party solutions to generate a set of actionable reports of vulnerable assets in Customer's environment. Allows Customer to create response tasks, change requests or problem tickets to address vulnerabilities, enabling security teams to perform further investigation or allowing IT to remediate.
Vulnerability Solution Management	Provides the capability to correlate vulnerability scan findings with software updates, compensating controls, and other solutions to identify and prioritize remediation activities.
Walk-Up Experience	Provides the capability to create and manage a requester queue at an onsite walk-up venue where requests are resolved in person. Provides capabilities to create and manage a requester queue at an onsite IT walk-up venue where requests and issues are fulfilled and solved by IT technicians in real time and in person.
Workforce Optimization	Provides the capability to monitor work across multiple channels, schedule and change work shifts for teams and individuals, and manage time-off requests. Ability to view performance data, manage employee performance, assign training and manage skills across teams and individuals.
Workplace PPE Inventory Management	Provides the capability to manage the personal protective equipment inventory levels across Customer's locations and facilities.
Workplace Case Management	Provides capabilities to fulfil and route on workplace services request.
Workplace Reservation	Provides capabilities to manage reservations for rooms, desks, parking, and additional workplace services.
Workplace Safety Management	Provides the capability to reserve workspaces with configurable shifts for a managed return to work process including cleaning schedules and tasks to create an audit trail for employee return.
Workplace Space Mapping	Provide the capability to import and view Mappedin floor plans.
Workplace Visitor Management	Provides capabilities to request services for internal and external visitors to a workplace location.

ServiceNow Platform Capabilities	
AI Search	Provides the capabilities to extend and automate search functionality within Service Portal, Now Mobile, and Virtual Agent.
Assessments	Evaluates, scores, and ranks records from any table in the subscription service. Uses assessments to send custom questionnaires to selected users or writes scripts that query the database directly.
Automated Test Framework	Create and run automated tests during upgrades, application development, or instance configuration.
Business Service Maps	Graphically displays the configuration items related to a business service and indicates the status of those configuration items.
Chat	Provides real-time communication capability via instant messaging between users in a ServiceNow instance.
Coaching Loops	Provides the capability to monitor and provide feedback on a specific behavior of an individual or group.
Configuration Management Database (CMDB)	Provides capabilities to identify, record, audit, and report on IT configuration items and their relationships.
Connect	Provides the capability to connect people, processes, and information into a unique and centralized collaboration workspace to cut down on resolution times. Features include Chat, document delivery, active lists to see who is working, and the ability to interact directly from the activity stream.
Content Management System	Provides the capability to create custom interfaces.
Delegated Development	Enables instance administrator to deploy and manage developer resources per application, providing them the ability to provide non-administrator development rights and limit the access rights to specific resources used by an application.
Flow Designer	Provides capabilities within a design environment to automate approvals, tasks, notifications, and record operations without requiring code.
Form Designer	Allows creation of forms and tables with visual controls.

Google Maps mapping service	<p>ServiceNow may make Google Maps available for use with the Subscription Service. If Customer uses Google Maps, Customer agrees to the following terms and conditions:</p> <p>(a) If Customer's usage exceeds either 60,000 map views on an annual basis or 1,000 geocoding requests on a daily basis, Customer shall purchase map views and geocoding requests from Google subject to Google's terms and conditions, to which ServiceNow is not a party;</p> <p>(b) Customer agrees, and shall cause its end users to agree, to the following:</p> <ul style="list-style-type: none"> Google's Maps Terms (http://maps.google.com/help/terms_maps.html) or a successor URL as provided by Google. Legal Notices (http://www.maps.google.com/help/legalnotices_maps.html) or a successor URL as provided by Google. Acceptable Use Policy (https://enterprise.google.com/maps/terms/universal_aup.html) or a successor URL as provided by Google. <p>(b) Customer agrees that Google may use Customer Data in accordance with its privacy policy and that Google may provide its Maps services to Customer. Google Maps may not be available to Customer due to location availability and may not be available during Customer's entire Subscription Term. ServiceNow support terms and warranties do not apply to Google Maps.</p>
Guided Setup	Provides the categories and associated tasks to configure any product or application that provides a Guided Setup module.
Knowledge Management	Provides role-based tools to create, store, and publish information. Provides mechanisms for version control and approvals of documents in the review process.
Live Feed	Provides a place to post and share content.
Mobile	Provides a customizable ServiceNow interface for mobile devices.
Mobile Studio	Provides the capability to configure a ServiceNow application or build a new mobile application within Studio.
Notify	<p>Provides the capability to initiate notification from Customer's instance of the subscription service to a supported third-party platform for SMS, voice, and other communications protocols.</p> <p>Customer is required to separately purchase any third-party service required to work with Notify.</p>
OpenFrame	<p>An interface technology that enables real-time communication channels such as telephone systems to be integrated into the ServiceNow Platform.</p> <p>Consists of UI elements as well as a set of APIs that support exchange of events and data between ServiceNow and the communications system.</p>
Reporting	Provides the capability to create and share reports and dashboards.

Script Debugger	Enables debugging of script on non-production instances of the subscription service.
Service Catalog	Displays a listing of the goods and services that a Customer provides within the enterprise to its employees and contractors.
Service Creator	Provides capabilities for building Service Catalog items without writing code.
Service Level Management	Establishes and monitors status of service contracts and SLAs between Customer and its customers or third-party service providers.
Service Portal Designer	Provides the capability to build portals with a consumer-like experience using both ServiceNow out-of-the-box widgets and templates as well as Customer's own widgets and styles, while leveraging only HTML and CSS.
Skills Management	Assigns configured competencies to groups or users.
Studio	Provides web-based Integrated Development Environment (IDE) for professional and low-code (i.e., IT administration) application developers.
Subscription Management	Enables Customers to view and allocate use rights in the subscription service across the enterprise.
Survey Management	Allows for polling and collection of data, including configuration for specific events and/or conditions.
Targeted Communications	Provides the capability to create and send articles and emails to a specified list of internal and external customers.
Time Cards	Records time worked on tasks either manually or automatically.
Visual Task Boards	Transforms the navigation of lists and forms into an interactive graphical experience including a Kanban-style workspace for either individual or team-based management of tasks.
Visualizations	Displays interactive 2-D and 3-D visual representations for any logical data relationships within an instance.
Web Services	HTTP-based web services allow Customer to interact with instances of the subscription service. Outbound (consumer) web services allow Customer to access remote endpoints and perform web service requests from instances of the subscription service. Web services include REST and SOAP APIs.
Workflow	<p>Provides a drag-and-drop interface for automating multi-step processes across the subscription service. Each Workflow consists of a sequence of activities such as generating records, notifying users of pending approvals, or running scripts, and the condition-based transitions between them.</p> <p>Customer is required to purchase Orchestration Core to orchestrate activities using a Workflow that interacts outside of Customer's instance of the subscription service.</p>

ServiceNow Premium Platform Capabilities	
Cloud Call Center	<p>Provides the capability to integrate the ServiceNow Platform with a third-party cloud-based call center.</p> <p>Customer is required to separately purchase any third-party cloud-based call center services.</p> <p><i>Cloud Call Center requires the purchase of a Professional or Enterprise level ServiceNow Subscription product.</i></p>
Dynamic Translation	<p>Provides capabilities to enable the translation of text from one language to another.</p> <p><i>Dynamic Translation requires the purchase of a Professional or Enterprise level ServiceNow Subscription product.</i></p>

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Why Stay Current?

Staying current by upgrading to new release families is crucial to customer success. Staying current enables you to take full advantage of the innovations made available through our releases, to deploy new products, and to get the highest levels of security, availability, and performance.

Supported and Unsupported Release Families

The current policy of ServiceNow is to support the most recent and the immediately previous release families. Because ServiceNow generally releases two new release families per year, you will need to upgrade approximately once per year to stay on a supported release family. The timing and frequency of releases is subject to change at the sole discretion of ServiceNow.

ServiceNow provides Updates (e.g., patches and hotfixes) only for supported release families.

Required Upgrades

You generally can schedule upgrades at your convenience; however, if you fall behind and your instance is on an unsupported release family, ServiceNow will schedule an upgrade for your instance to the most current release family to ensure access to the latest features as well as the latest security, performance, and availability benefits.