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.

DEFINITIONS

“Data Controller” means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of Processing of Personal Data.

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

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

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

“Personal Data” means any information relating to an identified or identifiable natural person (Data Subject) uploaded by or for Customer or Customer’s agents, employees, or contractors to the Subscription Service as Customer Data.

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

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

1. SCOPE OF THE PROCESSING

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

1.2 INSTRUCTIONS. The Agreement constitutes Customer’s initial written instructions to ServiceNow for Processing of Personal Data. Customer may issue additional or alternate instructions provided that such instructions are agreed in writing between Customer and ServiceNow.

1.3 NATURE, SCOPE AND PURPOSE OF THE PROCESSING. ServiceNow will only Process Personal Data in accordance with Customer’s instructions and to the extent necessary for providing the Subscription Service and the Professional Services. Customer acknowledges all Personal Data it instructs ServiceNow to Process for the purpose of providing the Professional Services must be limited to the Customer Data Processed within the Subscription Service. Details of the Processing of Customer Data conducted under this DPA are set forth in Appendix 1.

2. DATA PROCESSOR

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

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

2.3 DATA SECURITY MEASURES. ServiceNow will maintain appropriate technical and organizational safeguards to protect the security, confidentiality, and integrity of Customer Data, including any Personal Data
2.4 DATA PROCESSOR ASSISTANCE. ServiceNow will assist Customer as reasonably requested by Customer to facilitate Customer’s compliance with obligations under Data Protection Laws in connection with ServiceNow’s Processing of Personal Data, taking into account the nature of Processing and information available to ServiceNow.

3. REQUESTS MADE FROM DATA SUBJECTS AND AUTHORITIES

3.1 REQUESTS FROM DATA SUBJECTS. During the Subscription Term, ServiceNow will provide Customer with the ability to access, correct, rectify, erase, or block Personal Data, or to transfer or port such Personal Data, within the Subscription Service, as may be required under Data Protection Laws (collectively, “Data Subject Requests”).

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

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

4. BREACH NOTIFICATION

4.1 NOTIFICATION. ServiceNow will provide breach notifications as provided in Section 5.2.1 of the Data Security Addendum, which is incorporated by reference in this DPA.

4.2 REPORT. ServiceNow will provide reports as provided in Section 5.2.2 of the Data Security Addendum, which is incorporated by reference in this DPA.

4.3 DATA CONTROLLER OBLIGATIONS. Customer will cooperate with ServiceNow to resolve any security incident as provided in Section 5.2.3 of the Data Security Addendum, which is incorporated by reference in this DPA.

5. CUSTOMER MONITORING RIGHTS.

5.1 CERTIFICATIONS AND ATTESTATIONS. ServiceNow will maintain the certifications and attestations specified in Section 2.1 of the Data Security Addendum, which is incorporated by reference in this DPA.

5.2 AUDIT. ServiceNow will allow for and contribute to audits as specified in Section 2.2 of the Data Security Addendum, which is incorporated by reference in this DPA.

5.3 OUTPUT. ServiceNow will discuss the output of the Audit as specified in Section 2.3 of the Data Security Addendum, which is incorporated by reference in this DPA.

6. SUB-PROCESSORS

6.2 **NEW SUB-PROCESSORS.** Prior to ServiceNow engaging a new Sub-Processor for the Subscription Service, ServiceNow will: (a) notify Customer by email to Customer’s designated contact in the ServiceNow Support Portal, or by notification within the ServiceNow Support Portal (or other mechanism used to notify its customer base); and (b) have such Sub-Processor enter into a written agreement with ServiceNow (or the relevant ServiceNow Affiliate) requiring the Sub-Processor to abide by terms no less protective than those provided in this DPA. With respect to providing the notice described in the preceding sentence, ServiceNow will provide at least 30 days’ prior written notice before engaging a Sub-Processor with respect to existing Subscription Services which Customer has purchased. If a new Sub-Processor is engaged to support a new Subscription Service or a new feature of an existing Subscription Service, then the notice described in this Clause will be provided at or before the time such feature or Subscription Service is made generally available. Upon written request by Customer, ServiceNow will make a summary of the data processing terms with the Sub-Processor available to Customer. Customer may request in writing reasonable additional information with respect to Sub-Processor’s ability to perform the relevant Processing activities in accordance with this DPA.

6.3 **RIGHT TO OBJECT.** Customer may object to ServiceNow’s proposed use of a new Sub-Processor by notifying ServiceNow if Customer reasonably determines such Sub-Processor is unable to Process Personal Data in accordance with the terms of this DPA. In the event Customer objects, ServiceNow will reasonably consider such objection and will notify Customer if it intends to use the Sub-Processor at issue (“Processor Notice”). If such Sub-Processor is going to be used, Customer may terminate the applicable Order Form(s) or Use Authorization(s) with respect to the Subscription Service requiring use of the Sub-Processor at issue upon written notice to ServiceNow within 30 days of the date of Processor Notice. ServiceNow will, as Customer’s sole and exclusive remedy, refund to Customer any unused prepaid fees following the effective date of termination for the terminated services.

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

7. **INTERNATIONAL DATA TRANSFERS**

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

7.2 **APPLICATION OF SCCS.**

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

7.2.2 **Optional provisions.** Where the SCCs identify optional provisions:

(a) in Clause 7 (Docking Clause) – the optional provision applies;

(b) in Clause 9(a) (Use of sub-processors) – Option 2 applies (and the parties will follow the process and timings agreed in the DPA to appoint sub-processors);

(c) in Clause 11(a) (Redress) – the optional provision does not apply;

(d) in Clause 17 (Governing law) – option 1 applies, and where the Agreement is governed by the laws of an EU Member State, the laws of that EU Member State apply; otherwise, Irish law applies; and
in Clause 18(b) (Choice of forum and jurisdiction) – where the Agreement is subject to the jurisdiction of the courts of an EU Member State, the courts of that EU Member State have jurisdiction; otherwise, the courts of Dublin, Ireland have jurisdiction.

7.2.3 Annexes of SCCs.

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

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

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

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

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

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

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

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

7.7 ALTERNATIVE MECHANISMS. If an alternative transfer mechanism, such as Binding Corporate Rules, is adopted by ServiceNow, or the Trans-Atlantic Data Privacy Framework (an “Alternative Mechanism”) becomes available during the term of the Agreement, and ServiceNow notifies Customer that some or all Data Transfers can be conducted in compliance with Data Protection Laws pursuant to the Alternative Mechanism, the parties will rely on the Alternative Mechanism instead of the provisions above for the Data Transfers to which the Alternative Mechanism applies.
APPENDIX 1
DETAILS OF PROCESSING

1. **Subject matter.** The subject matter of the data processing under this DPA is the Personal Data included in Customer Data.

2. **Duration.** As between ServiceNow and Customer, the duration of the data processing under this DPA is the Subscription Term.

3. **Purpose and nature.** The purpose and nature of the data processing under this DPA is the provision of the Subscription Service.

4. **Type of Personal Data.** Personal Data included in Customer Data which is uploaded to the Subscription Service.

5. **Categories of data subjects.** The data subjects could include Customer’s customers, employees, suppliers, agents, partners and/or end users.