

## LIGHTSTEP ADDENDUM

Lightstep, Inc. is a wholly-owned subsidiary of ServiceNow, Inc. This Lightstep Addendum (“**Lightstep Addendum**”) is made between the ServiceNow entity (“**ServiceNow**”) and the customer entity (“**Customer**”) identified on the ordering document (“**Order Form**”) issued by ServiceNow for the Lightstep Service and executed by both parties. This Lightstep Addendum modifies the terms and conditions of the Agreement solely for use of the Lightstep Service during the Subscription Term. In the event of any inconsistency or conflict between this Lightstep Addendum and the Agreement or the Order Form, the terms and conditions of this Lightstep Addendum shall control with respect to the Lightstep Service unless otherwise expressly specified herein. Unless otherwise specified below, all capitalized terms defined herein shall have the same meaning as set forth in the Agreement. This Lightstep Addendum only applies to the Lightstep Service and does not apply to other ServiceNow offerings specified on the Order Form (if any).

### 1. DEFINITIONS

“**Agreement**” means the underlying agreement between ServiceNow and Customer and referenced on the applicable Order Form or, in the absence thereof, the Ordering Agreement incorporated herein by reference from <http://www.servicenow.com/upgrade-schedules.html>.

“**Ancillary Software**” as referenced and defined in the Agreement, for purposes of this Lightstep Addendum only, includes microsatellites.

“**Customer Data**” as referenced and defined in the Agreement, for the purposes of this Lightstep Addendum only, includes data, information or other material provided, uploaded, or submitted by Customer to the Lightstep Service in the course of using the Lightstep Service, excluding the Lightstep Service.

“**Documentation**” means Lightstep’s applicable published user documentation.

“**Lightstep Service**” has the same meaning as ServiceNow Core Technology in the Agreement.

All references in the Agreement to the “**Subscription Service**” are modified to refer to the Lightstep Service and references in the Agreement to the “**Subscription Term**” are modified to include the period of authorized access to and use of the Lightstep Service, as set forth in the applicable Order Form.

2. **ACCESS AND USE RIGHTS.** Subject to Customer’s compliance with this Lightstep Addendum and the Agreement (including any limitations and restrictions set forth on the applicable Order Form), ServiceNow grants Customer a non-sublicensable, nonexclusive license to access and use the Lightstep Service during the applicable Subscription Term solely for Customer’s internal business purposes, as provided herein and in accordance with the Documentation.
3. **USE VERIFICATION.** ServiceNow may remotely review the scope of Customer’s use of the Lightstep Service, and if ServiceNow determines Customer exceeded its permitted access and use rights to the Lightstep Service, ServiceNow will invoice Customer for additional subscriptions commensurate with Customer’s actual use.
4. **CUSTOMER SUPPORT.** Customer support is provided to resolve defects causing a nonconformity in the Lightstep Service as compared to the applicable Product Overview (“**Customer Support**”). A resolution to a defect may consist of a fix, workaround, or other relief, as ServiceNow deems reasonable. Customer may contact Lightstep support via <https://docs.lightstep.com/docs/get-support-from-customer-success> or by emailing [support@lightstep.com](mailto:support@lightstep.com). For the avoidance of doubt, any supplemental Customer Support service options that ServiceNow may otherwise make available shall expressly not apply to the Lightstep Service.
5. **AVAILABILITY SLA.** If the Covered Lightstep Service is Available less than 99.8% during a calendar month, other than as a result of Excused Downtime, 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 Covered Lightstep 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 Lightstep Service. Customer may request that ServiceNow apply a Service Credit to the next invoice. 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.

**“Available”** means the Covered Lightstep Service is available for access and use by authorized users during a calendar month, excluding Excused Downtime.

**“Covered Lightstep Service”** means (a) the Lightstep Service webapp available at <https://app.Lightstep.com>, and (b) the Lightstep HTTP endpoints served at one or more of the addresses bound to [api-all.Lightstep.com](https://api-all.Lightstep.com) and under paths matching `/Lightstep.*` and `/_rpc/v1/*`.

**“Excused Downtime”** means any of: (a) maintenance during a window for which ServiceNow provides notice through the Lightstep Service or email in advance, (b) failure of Customer to update Ancillary Software to its latest version; and (c) any time the Covered Lightstep Service is not Available due to circumstances beyond ServiceNow’s control, including modifications of the Lightstep Service by any person other than ServiceNow or a person acting at ServiceNow’s direction, use of the Lightstep Service not in accordance with the Agreement, 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 Lightstep Service), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks.

6. **LIGHTSTEP SERVICE WARRANTY.** During the Subscription Term, ServiceNow warrants that the Lightstep Service will materially conform to the Lightstep Product Overview. Any warranty provisions in the Agreement related to the Subscription Service or other ServiceNow warranties shall not apply to the Lightstep Service. All warranty disclaimers and limitations specified in the Agreement shall continue to apply to the Lightstep Service.
7. **DATA SECURITY AND DATA PRIVACY.** During the Subscription Term: (1) a description of the data security provisions for the Lightstep Service are specified in the then-current Lightstep Security Addendum (**“Lightstep Security Addendum”**), attached hereto or posted on <https://www.servicenow.com/upgrade-schedules.html> and incorporated herein by this reference; and (2) the terms of the data processing addendum attached hereto or posted on <https://www.servicenow.com/upgrade-schedules.html> (**“Lightstep Privacy Addendum”**) shall apply to ServiceNow’s Processing of Personal Data (as defined in the Lightstep Privacy Addendum) as it relates to the Lightstep Service. During the Subscription Term for the Lightstep Service, any references in the Agreement to the “Data Security Addendum” or “DSA” or “Data Security Guide” or “DSG” or “DPA” shall instead refer to the Lightstep Security Addendum or Lightstep Privacy Addendum, as applicable. For purposes of this Section 7, references to the Lightstep Service excludes Ancillary Software.
8. **USE OF CUSTOMER DATA.** Customer acknowledges and agrees ServiceNow may: (1) internally use and modify (but not disclose) Customer Data for the purposes of: (a) providing the Lightstep Service, Customer Support, and any Professional Services to Customer; and (b) generating Aggregated Anonymous Data (as defined below), and (2) use Aggregated Anonymous Data for purposes of providing, improving, testing, and marketing the Lightstep Service. **“Aggregated Anonymous Data”** means data submitted to, collected by, or generated by ServiceNow in connection with Customer’s use of the Lightstep Service, but only in aggregate, de-identified form which is not linked specifically to Customer or any individual. Any provisions in the Agreement related to the return or retention of Customer Data shall not apply to the Lightstep Service.
9. **OTHER TERMS.** The following terms in the Agreement, if any, shall not apply to the Lightstep Service, including without limitation: (i) commitment from ServiceNow to provide Customer audits of any kind except as provided in the Lightstep DSA Addendum or Lightstep DPA Addendum; (ii) commitment not to subcontract its services; (iii) terms that relate to the ServiceNow infrastructure network, hardware or software used by ServiceNow to operate and deliver the Subscription Service; (iv) service levels or service credits that apply to the Subscription Service, (v) terms related to Customer Affiliate’s separate order for the Lightstep Service, (vi) pricing commitments, (vii) commitments with respect to data residency, FedRAMP, NSC DOD IL5, or Australia IRAP-Protected data centers, to Self-hosted customers, or to other restricted environments, (viii) commitments with respect to Customers who opt-in to region-specific Support offerings, and (ix) commitments to accessibility or WCAG.