servicenow

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 control with respect to the Lightstep Service unless otherwise expressly specified herein. Unless otherwise specified below, all capitalized terms defined herein 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.

"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. 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 the ServiceNow support portal https://support.servicenow.com/now. For the avoidance of doubt, any supplemental Customer Support service options that ServiceNow may otherwise make available do not apply to the Lightstep Service.
- 3. **DATA SECURITY AND DATA PRIVACY.** The data security and data privacy terms in the Agreement shall apply, provided however, during the Subscription Term, any terms in the Agreement permitting onsite audit rights, or providing a commitment to maintain certifications such as NIST, ISO, SOC, SSAE standards or to provide encryption functionalities, are modified with regard to the Lightstep Service. With respect to the foregoing, ServiceNow commits to maintain SOC2 and ISO 27001/27701 certifications, and encryption at rest and in transit of Customer Data processed within the Lightstep Service (the Lightstep Service also only accepts data which is encrypted in transit). Additionally, terms in the Agreement that relate to configuration management, ServiceNow's service continuity, and Customer penetration tests shall not apply to the Lightstep Service. Third party penetration testing of the Lightstep Service shall be performed at least annually.
- 4. **OTHER TERMS.** The following terms in the Agreement, if any, do not apply to the Lightstep Service, including without limitation: (i) terms that apply exclusively to an instance; (ii) terms related to Customer Affiliate's separate order for the Lightstep Service; (iii) commitments with respect to data residency, FedRAMP, NSC DOD IL5, or Australia IRAP-Protected data centers, ServiceNow Protected Platform for the European Union, to Self-hosted customers, or to other restricted environments; (iv) commitments with respect to Customers who opt-in to region-specific Support offerings; and (v) commitments to accessibility or WCAG.