

## PUBLIC SECTOR SELF-HOSTED LICENSE TERMS

THESE PUBLIC SECTOR SELF-HOSTED LICENSE TERMS (“**LICENSE**”) APPLY ONLY IF THE CUSTOMER IS AN EXECUTIVE AGENCY OR DEPARTMENT OF THE U.S. FEDERAL, STATE, OR LOCAL GOVERNMENT (“**GOVERNMENT ENTITY**”). THIS LICENSE SHALL BE INCORPORATED IN ANY ORDER ISSUED BY SUCH CUSTOMER.

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

This License includes the General Terms and Conditions, the Self-Hosted Software Guide attached (which includes Exhibit A.1 – Self-Hosted Customer Support Policy and Exhibit A.2 - Upgrades and Updates), the ServiceNow Store Terms of Use, and any other terms expressly referenced herein, all of which are expressly incorporated in this License by this reference. References to an agreement between ServiceNow and Customer shall mean the Ordering Document or Reseller Order (as defined below) executed between the Customer and Reseller, or ServiceNow and Reseller, respectively, and as appropriate based on context.

### GENERAL TERMS AND CONDITIONS

#### 1. DEFINITIONS

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

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

**1.3** “**Customer Data**” means electronic data pertaining to Customer or its agents, employees, or contractors, and processed using the Software, excluding ServiceNow Core Technology.

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

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

**1.6** “**Documentation**” means the then-current ServiceNow documentation for the Software. Documentation includes solely technical program or interface documentation, user manuals, operating instructions, and release notes, as updated from time to time by ServiceNow.

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

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

**1.9** “**License Term**” means the period of authorized license to the Software, as set forth in an Ordering Document.

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

**1.11** “**Ordering Document**” means a written agreement entered into solely between Reseller and Customer specifying the ServiceNow Software and Professional Services that Customer has purchased, along with the term and scope thereof, subject to this License. An Ordering Document is not binding on ServiceNow.

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

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

**1.14 “Reseller Order”** means the supporting order executed by ServiceNow and Reseller or ServiceNow’s authorized distributor, as applicable, specifying the ServiceNow Software or Professional Services that Customer has purchased.

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

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

**1.17 “Software”** means the ServiceNow software offering ordered by Customer under an Ordering Document.

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

## 2. SERVICENOW RESPONSIBILITIES

**2.1 PROVISION OF THE SOFTWARE; COMPLIANCE WITH LAWS.** During the License Term, ServiceNow will: (1) provide the Software to Customer pursuant to Section 3 of this License, and (2) provide Customer Support, Upgrades and Updates as described in the Self-Hosted Software Guide (“SHSG”); and (3) provide the Software in accordance with all Laws applicable to ServiceNow’s provision of the Software and Professional Services to its general customer base (*i.e.*, without regard to Customer’s particular use of the Software or Laws specific to Customer and its industry not otherwise applicable to ServiceNow).

## 3. LICENSE GRANT; RESTRICTIONS; PROFESSIONAL SERVICES

**3.1 LICENSE GRANT.** For each License Term, ServiceNow grants the license in this Section 3 to the ServiceNow Core Technology described in the applicable Ordering Document.

**3.1.1. SOFTWARE.** ServiceNow grants Customer a limited, personal, worldwide, non-sublicenseable, non-transferrable (except as set forth in Section 11.1 (Assignment)), non-exclusive license during the License Term to install and execute Software on machines operated by or for Customer solely to permit Customer to access, use and make a reasonable number of copies (including for reasonable backup and archival purposes) of the Software and Documentation for its internal business purposes. On termination of this License or expiration of the License Term, Customer must immediately cease using the Software, and must delete all copies of the Software. The Software may include code that is licensed under third party license agreements, including open source made available or provided with the Software.

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

**3.3** PROVISION OF PROFESSIONAL SERVICES. Customer and Reseller may enter into one or more SOWs or Ordering Documents which may incorporate one or more Service Descriptions for the provision of Professional Services by ServiceNow. Such SOWs and Service Descriptions are subject to the terms in this License and the Ordering Document.

## **4. ORDERING**

**4.1** RESELLER ORDERS. Customer shall order and purchase the license to the Software and any Professional Services directly from Reseller pursuant to a separate agreement between Customer and Reseller which specifies price, payment, and other commercial terms reflected in an Ordering Document. ServiceNow is not a party to the Ordering Document, but will provide the purchased Software or Professional Services pursuant to a Reseller Order and this License. Reseller is not authorized to make any changes to this License or bind ServiceNow to any additional or different terms or conditions, except as ServiceNow may expressly agree in writing in a Reseller Order or any agreed SOW attached thereto. Subsequent or additional orders for ServiceNow Software or Professional Services may be placed by Customer through Reseller. If ServiceNow or Reseller determines that Customer has exceeded its permitted license rights under the Use Verification Section of the SHSG or this License, ServiceNow or Reseller will notify Customer, and Customer will within 30 days, either: (1) disable any unpermitted use, or (2) purchase additional Software licenses commensurate with Customer's actual use. If Customer fails to regain compliance within such thirty (30) day period, Customer will stop using the Software and ServiceNow and Reseller may suspend Customer's use of the Software, 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 IPR in the ServiceNow Core Technology, notwithstanding anything in an Ordering Document or other documents purportedly to the contrary. Except for the access and use rights, and licenses expressly granted in Section 3, ServiceNow, on behalf of itself and its licensors, reserves all rights in the ServiceNow Core Technology and does not grant Customer any rights except those expressly set forth herein. Any ServiceNow Core Technology delivered to Customer, or to which Customer is given access has been licensed, not sold, even if, for convenience, ServiceNow or Reseller makes reference to words such as "sale" or "purchase" in the applicable Ordering Document or other documents.

**5.2** CUSTOMER OWNERSHIP. As between the parties, Customer and its licensors will retain all right, title, and interest in and to all IPR in Customer Data and Customer Technology. Customer grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferrable (except under Section 11.1 ("Assignment")), worldwide right to use Customer Data and Customer Technology solely to provide and support the ServiceNow Software and Professional Service.

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

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

## **6. WARRANTIES; DISCLAIMER OF WARRANTIES**

**6.1** SERVICENOW WARRANTIES. ServiceNow warrants that: (1) for a period of ninety (90) days after ServiceNow makes the Software available to Customer it will materially conform to the Product Overview; and (2) Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements in the applicable SOW or Service Description.

## 6.2 REMEDIES.

**6.2.1. SOFTWARE.** If any non-conformity to the Product Overview (excluding any non-conformity (i) caused by a modification to the Software made by Customer or a third-party acting at Customer's direction, or (ii) to Software that has not been properly installed or used at all times in accordance with the instructions in the SHSG), persists without relief more than 30 days after Customer's notice to the Reseller of the non-conformity, then upon ServiceNow's timely receipt of such notice from Reseller, Customer may terminate the licenses to the affected Software immediately, and as Customer's exclusive remedy ServiceNow will refund to Reseller any prepaid subscription fees covering the remainder of the applicable License Term for the non-conforming Software after the date of termination, whereupon Customer may submit to Reseller a claim for refund of any amounts paid for the same.

**6.2.2. PROFESSIONAL SERVICES.** If within 30 days after performance of any non-conforming Professional Services Customer notifies Reseller of a breach then, ServiceNow at its option will, as Customer's exclusive remedy either use commercially reasonable efforts to re-perform the Professional Services in conformance with the material requirements of the applicable SOW or Service Description or terminate the affected Professional Services and refund to Reseller any amounts paid for the nonconforming Professional Services, whereupon Customer may submit to Reseller a claim for refund of any amounts paid for the same.

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

## 7. CONFIDENTIAL INFORMATION

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

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

## 8. INDEMNIFICATION

### 8.1 BY SERVICENOW.

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

**8.1.2. MITIGATION.** In connection with any IPR Claim, ServiceNow may: **(1)** contest the Claim; **(2)** obtain claimant's permission for Customer's continued use of the applicable Software or ServiceNow Core Technology; **(3)** replace Customer's access to or use of the applicable Software or ServiceNow Core Technology with substantially similar functionality that avoids the Claim; or, **(4)** if ServiceNow determines the foregoing clauses (1), (2), and (3) are commercially impracticable, terminate Customer's license to and use of the affected Software on 60-days' prior notice, whereupon Customer may submit to Reseller a claim for a refund of any prepaid license fees covering that part of the applicable License Term for such Software remaining after the effective date of termination.

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

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

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

## 9. LIMITATION OF LIABILITY

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

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

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

## 10. TERM AND TERMINATION

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



**10.2 SOFTWARE.** On termination of an Ordering Document, Reseller Order, or expiration of a License Term, Customer will stop using, and destroy (with certification to ServiceNow) all copies of the Software and all related rights granted to Customer in this License shall terminate immediately, automatically, and without notice. Customer will, within 30 days after the effective date of termination by Customer for ServiceNow's breach, submit to Reseller a claim for refund for any prepaid fees paid to Reseller covering that part of the License Term for the affected Software, if any, remaining after the effective date of termination.

**10.3 SURVIVAL.** Sections 3.2 (Restrictions), 5 (Intellectual Property), 6 (Warranties; Disclaimer of Warranties) (solely in accordance with its terms), 7 (Confidential Information) through 9 (Limitation of Liability), 10 (Term and Termination) (solely in accordance with its terms), and 11 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of this License.

## 11. GENERAL PROVISIONS

**11.1 ASSIGNMENT.** Neither party may assign or novate its rights or obligations under these License Terms, by operation of law or otherwise (collectively, "Assign"), without the other party's prior written consent. 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 this License in its entirety to such party's successor; and **(2)** ServiceNow may Assign this License 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, this License bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

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

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

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

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

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

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

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

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

**11.9 ENTIRETY; EXECUTION.** This License (1) is the parties' entire agreement regarding its subject and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings, negotiations, letters of intent, and proposals, with respect to that subject; and (2) excludes any other terms Customer seeks to impose or incorporate or that may be implied by trade, custom, practice, or course of dealing. Customer has not relied on any statement, promise, or representation not expressly included in this License, including related to any possible future functionality that ServiceNow may provide or offer.

///

///

///

Remainder of the page intentionally left blank

## SELF-HOSTED SOFTWARE GUIDE

### 1. SUPPORT

During the License Term, ServiceNow will provide support for the Software as set forth in the then-current **Self-Hosted Customer Support Policy**, the current version of which is attached to this Self-Hosted Software Guide as Exhibit A.1. The Self-Hosted Customer Support Policy may be updated periodically.

### 2. UPGRADES

ServiceNow determines whether and when to develop and release any Upgrade or Update, as defined in the then-current **Upgrades and Updates** exhibit, the current version of which is attached to this Self-Hosted Software Guide as Exhibit A.2. The Upgrades and Updates exhibit may be updated periodically.

### 3. CUSTOMER RESPONSIBILITIES

#### 3.1 APPLICATION SERVER.

Customer is responsible for installing and maintaining the operating system on the application server. Customer may review ServiceNow's standard installation instructions and configuration details for the Software on the application server found in the Planning Guide ([here](#)).

#### 3.2 DATABASE SERVER.

Customer is responsible for installing and maintaining the operating system on the database server. Customer may review ServiceNow's standard installation instructions and configuration details for the database found in the Planning Guide ([here](#)).

#### 3.3 MAINTENANCE, SECURITY, BACKUP, AND DISASTER RECOVERY.

Customer shall be responsible for all maintenance, security, backup, and disaster recovery, including:

- Providing and maintaining all hardware necessary to deploy and operate the Software, including all vendor maintenance contracts and future hardware upgrades.
- Logical and physical security for all server and network components.
- Designing and maintaining data backup, restoration, and disaster recovery processes.
- Maintaining the database and operating system, including vulnerability and maintenance patching.
- Maintaining compliance with the Upgrades and Updates Exhibit A.2.
- Any failover activities and/or processes to execute a failover in a disaster recovery scenario.

#### 3.4 USE VERIFICATION.

ServiceNow may review Customer's use of the Software and on ServiceNow's written request, Customer will provide reasonable assistance to verify Customer's compliance with its authorized use of the Software under the Agreement, including:

- Providing ServiceNow remote access or on-site access to Customer's instance of the Software solely for the purpose of reviewing usage data; and
- Uploading usage data into a support ticket in the Support Portal (as defined below) to securely transfer usage data to ServiceNow.

If ServiceNow determines that Customer has exceeded its permitted use of the Software, ServiceNow will notify Customer and within 30 days thereafter Customer shall either: **(a)** disable any unpermitted use, or **(b)** purchase additional Software licenses commensurate with Customer's actual use.

///

///

///

Remainder of page intentionally left blank



## EXHIBIT A.1 - SELF-HOSTED CUSTOMER SUPPORT POLICY

This Self-Hosted Customer Support Policy governs the support that ServiceNow will provide for its Software (“**Customer Support**”).

### 1. DEPENDENCIES

**1.1 CONFIGURATION.** To facilitate ServiceNow’s ability to assist Customer as described in this Self-Hosted Customer Support Policy, Customer is encouraged to follow the configuration guidelines outlined in the Planning Guide ([here](#)) and the Deployment Guide ([here](#)).

**1.2 REMOTE ACCESS.** To facilitate ServiceNow’s ability to assist Customer as described in this Self-Hosted Customer Support Policy, Customer must provide ServiceNow with remote access to the Software, including via a desktop sharing application.

### 2. SCOPE

ServiceNow provides general guidance with respect to the Customer Support activities for the ServiceNow Software, as outlined in Section 8 (Customer Support Activities and Responsibility) below. Customer Support does not include performing the following services:

- infrastructure planning and deployment;
- implementation services;
- configuration services;
- integration services;
- customization services or other custom software development;
- training; or
- assistance with administrative functions.

### 3. BUSINESS HOURS

Customer Support is available 24 hours a day, 7 days a week, including all holidays.

### 4. ACCESS CONTACTS

ServiceNow’s Customer Support portal (“**Support Portal**”) is located at <https://hi.service-now.com/>. Customer may get login access to the Support Portal by contacting its ServiceNow administrator.

ServiceNow’s Customer Support may be reached by phone using one of the numbers at <http://servicenow.com/support/contact-support.html>.

### 5. INCIDENT PRIORITY

Incident priority for a defect is determined using the guidelines below.

Priority	Definition
P1	Any defect that causes an instance not to be available.
P2	Any defect that causes a critical function to fail.
P3	Any defect that significantly impedes work or progress.
P4	Any defect that does not significantly impede work or progress.

## 6. RESPONSE TIMES

Customer may submit an incident with ServiceNow via the Support Portal or phone. Response times are not affected by the manner of contact. All support requests are tracked in the Support Portal and can be viewed by Customer’s authorized contacts. ServiceNow will use reasonable efforts to meet the target response times stated in the table below.

Priority	Target Response Times
P1	30 minutes
P2	2 hours
P3	1 business day
P4	N/A

## 7. CUSTOMER RESPONSIBILITIES

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

**7.1** Customer will receive from ServiceNow communications via email, phone, or through the Support Portal regarding the Software.

**7.2** Customer will appoint a reasonable number of contacts (“**Customer Authorized Contacts**”) to engage Customer Support for questions and technical issues.

**7.2.1.** Customer must maintain the following Customer Authorized Contacts:

- Primary Business Contact;
- Secondary Business Contact;
- Technical Contacts: Database Administrator, Network Administrator, Data Center Administrator, and Application Server Administrator;
- Support Contact;
- Primary Customer Administrator; and
- Security Contact.

**7.2.2.** Customer will maintain current information for all Customer Authorized Contacts in the Support Portal.

**7.2.3.** Only Customer Authorized Contacts will contact Customer Support.

**7.2.4.** Customer will train all Customer Authorized Contacts on the use and administration of the Software.

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

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

**7.4** Customer must purchase the services of a ServiceNow support account manager.

## 8. CUSTOMER SUPPORT ACTIVITIES AND RESPONSIBILITIES

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

**8.2 “Customer”** designation means the activity is the sole responsibility of the Customer. ServiceNow may provide assistance for the activity pursuant to an agreed upon Statement of Work for Professional Services. Additional fees apply for Professional Services.

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

**8.4 “SNC Assisted”** designation means the activity is primarily Customer’s responsibility with ServiceNow providing assistance to Customer, as reasonably feasible, and as set forth in Section 1.2 (Remote Access). ServiceNow’s assistance is confined to creating an incident, addressing high level Customer questions, providing links to self-help resources, collecting data, and analyzing logs (if feasible).

**8.5** No service level agreements apply to the Software.

Any activities not specifically described below are the sole responsibility of the Customer.

Activity	SNC-Hosted	Self-Hosted
<b>Planning</b>		
Capacity Sizing	SNC	Customer
Deployment Design	SNC	Customer
Hardware Acquisition	SNC	Customer
<b>Deployment</b>		
Hardware & Operating System Deployment	SNC	Customer
Virtualization	N/A	Customer
Load Balancer	SNC	Customer
Database Setup	SNC	SNC Assisted
Instances Deployment	SNC	SNC Assisted
Integration with Single Sign-on, Email, etc.	SNC	SNC Assisted
High Availability Build-Out	SNC	Customer
Disaster Recovery Build-Out	SNC	Customer
<b>Operations</b>		
Instance Cloning	SNC	SNC Assisted
Backup/Restore	SNC	Customer
Adding Worker/User Interface Nodes	SNC	SNC Assisted
Deleting Nodes	SNC	SNC Assisted
Application Upgrade	SNC	SNC Assisted
Operating System Upgrade	SNC	Customer
Database Upgrade	SNC	Customer

Monitoring		
Infrastructure Monitoring	SNC	Customer
Application Monitoring	SNC	Customer
Application Troubleshooting		
Review Java Virtual Machine Memory & Configuration	SNC	SNC Assisted
Review Application Properties	SNC	SNC Assisted
Semaphores, Connections Settings	SNC	SNC
Worker Nodes	SNC	SNC Assisted
Custom Application	Customer	Customer
Custom Integration	Customer	Customer
Infrastructure Troubleshooting		
Review Server Resources	SNC	Customer
Review Network Environment	SNC	Customer
Review Operating System Configuration	SNC	Customer
DB Troubleshooting		
Review Database Configuration	SNC	SNC Assisted
Review Memory Settings	SNC	SNC Assisted
Performance	SNC	SNC Assisted

///  
///  
///

Remainder of page intentionally left blank

## EXHIBIT A.2 - UPGRADES AND UPDATES

“**Upgrades**” are new Release Families applied to Customer’s instances of the Software at no additional fee during the License Term. A “**Release Family**” is a complete solution with new features or enhancements to the Software, including previously released Updates, if applicable. “**Updates**” are ServiceNow’s releases (including patches and hotfixes) of the Software applied to Customer’s instances of the Software at no additional fee during the License Term that provide problem fixes or other changes, but do not generally include new functionality. ServiceNow has the discretion to provide new functionality either: **(a)** as an Upgrade, or **(b)** as different software or service for a separate fee. ServiceNow determines whether and when to develop, release, and apply any Upgrade or Update to Customer’s instances of the Software.

ServiceNow shall use reasonable efforts to give Customer 30 days’ prior notice of any Upgrade to the Software. ServiceNow shall use reasonable efforts to give Customer 10 days’ prior notice of any Update. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade or Update if, in the reasonable judgment of ServiceNow it is necessary to: **(i)** maintain the availability, security, or performance of the Software; **(ii)** comply with Law; or **(iii)** avoid infringement or misappropriation of any third-party Intellectual Property Right. ServiceNow is not responsible for defects on any instance of the Software not in conformance with this Exhibit A.2 - Upgrades and Updates.

///  
///  
///

Remainder of page intentionally left blank