

RESTRICTED AND SELF-HOSTED USAGE POLICY

Last Updated: August 11, 2025

These Restricted and Self-Hosted Usage Policy apply only to the extent identified on an Order Form for a Subscription Service. All capitalized terms not defined in these Restricted and Self-Hosted Usage Policy have the meaning given to them in the agreement that grants Customer rights to access and use the Subscription Service and any related order forms, use authorizations, addenda, incorporated documents, and amendments (collectively, the "**Agreement**"), without regard to the name of the underlying agreement, nor how it refers to its parties or identifies ServiceNow's Subscription Service. In the event of any conflict between this Restricted and Self-Hosted Usage Policy and the Agreement, or in the event of any conflict between this Restricted and Self-Hosted Usage Policy and the ServiceNow Store terms for the individual Subscription Service identified below or components of the individual Subscription Service identified below downloaded and/or installed via the ServiceNow Store, the Restricted and Self-Hosted Usage Policy will control.

1. Advanced AI and Data Products

- 1.1. Updateability. ServiceNow may update these Restricted and Self-Hosted Usage Policy from time to time, by posting to ServiceNow's Legal Schedules page located at <https://www.servicenow.com/upgrade-schedules.html> (or any successor page), which will constitute notice to Customer. Changes will apply immediately to any Subscription Services purchased after the update. For any previously purchased Subscription Services, any updates (a) will not materially degrade the overall performance or security posture of the Subscription Service, except to the extent the updates are required to comply with applicable legal or regulatory obligations and (b) will not apply until the renewal of Customer's then-current Subscription Term, except for any updates (1) applicable to new features Customer chooses to use or (2) required to address security, legal, regulatory, or system functionality issues. By continuing to use the Subscription Service after any update, Customer agrees to be bound by the updated terms.
- 1.2. Applicable Products. Advanced AI and Data Products are generative artificial intelligence offerings made available by ServiceNow, including the Generative AI Controller and all Now Assist applications, features, and functionality.
- 1.3. Third Party AI-Specific Terms. Customer's use of any third-party machine learning or artificial intelligence in Advanced AI and Data Products is subject to the additional terms below:
 - 1.3.1. Azure AI Terms. Use of Advanced AI and Data Products that utilize the Azure AI Service is subject to Microsoft terms applicable to the Azure AI Service: (1) Code of Conduct for the Azure OpenAI Service located at <https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct>, (2) High-Risk Use terms located at <https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all>, (3) Extracting Data and Use of Content for Training located at

<https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all>, and (4) other such terms that Microsoft may identify as applicable to Azure AI Services.

- 1.3.2. NVIDIA Terms. Use of Advanced AI and Data Products that utilize the NeMo Foundation family of models requires Customer's compliance with these additional terms:
- 1.3.2.1. Customer may not use Advanced AI and Data Products for the purpose of developing products or technologies competing with NVIDIA or assisting a third party of such activities. Customer will not use Advanced AI and Data Products or any outputs from Advanced AI and Data Products to improve any large language model.
 - 1.3.2.2. Customer is expressly prohibited from using Advanced AI and Data Products: (a) for surveillance in unauthorized private places, (b) for facial recognition in public places or by law enforcement agencies, and (c) to conduct activities that infringe on or violate the rights of others or are in violation of applicable law.
 - 1.3.2.3. Customer may not use Advanced AI and Data Products provided under this Agreement in a system or application where the use of or failure of such system or application developed or deployed with Advanced AI and Data Products could result in injury, death or catastrophic damage (each, a "**Critical Application**"). Examples of Critical Applications include use in avionics, navigation, autonomous vehicle applications, automotive products, military, medical, life support, or other life or mission critical applications. Neither ServiceNow nor NVIDIA will be liable to Customer or any third party, in whole or in part, for any claims or damages arising from these uses. Customer is solely responsible for ensuring that systems and applications developed with Advanced AI and Data Products include sufficient safety and redundancy features and comply with all applicable legal and regulatory standards and requirements.
 - 1.3.2.4. Customer may not reverse engineer, decompile, or disassemble Advanced AI and Data Product components, nor attempt in any other manner to obtain source code of such Advanced AI and Data Product components. Customer may not reverse engineer, decompile or disassemble any portion of the output generated using Advanced AI and Data Products for the purpose of translating such output artifacts to target a non-NVIDIA platform.
 - 1.3.2.5. Customer may not change or remove copyright or other proprietary notices in Advanced AI and Data Products.
 - 1.3.2.6. Customer may not distribute or disclose to third parties results of benchmarking, competitive analysis, regression or performance data relating to the Advanced AI and Data Products.
- 1.3.3. Gemini on Vertex AI Platform Terms. Use of Advanced AI and Data Products that utilize Gemini on Google's Vertex AI Platform requires Customer's compliance with: (1) Generative AI Prohibited Use Policy located at

<https://policies.google.com/terms/generative-ai/use-policy>, (2) Google Cloud Platform Acceptable Use Policy located at <https://cloud.google.com/terms/aup>, (3) other such terms that Google may identify as applicable to Gemini AI products, and (4) these additional terms:

- 1.3.3.1. Customer may publicly disclose the results of any benchmark tests of the Advanced AI and Data Products (each a "Test") only if the public disclosure includes all necessary information to replicate the Test.
- 1.3.3.2. Customer may not use the Advanced AI and Data Products as part of a website, application, or other online service that is directed towards or is likely to be accessed by individuals under the age of 18.
- 1.3.3.3. Customer may not use the Advanced AI and Data Products for clinical purposes (for clarity, non-clinical research, scheduling, or other administrative tasks are not restricted), as a substitute for professional medical advice, or in any manner that is overseen by or requires clearance or approval from any applicable regulatory authority.
- 1.3.4. Anthropic on AWS AI Product Terms. Use of Advanced AI and Data Products that utilize Anthropic generative artificial intelligence models made available through Amazon Web Services, Inc. ("AWS") requires Customer's compliance with: (1) AWS Responsible AI Policy located at <https://aws.amazon.com/ai/responsible-ai/policy/>, (2) Anthropic Usage Policy located at <https://www.anthropic.com/legal/aup>, (3) other such terms that AWS or Anthropic may identify as applicable to the use of Anthropic artificial intelligence products made available through AWS; and (4) these additional terms:
 - 1.3.4.1. If Customer performs or discloses any benchmarks or comparative tests or evaluations (each, a "**Benchmark**") of the Advanced AI and Data Products, or directs or permits any third party to perform or disclose, any Benchmark of any of the Advanced AI and Data Products, Customer will include in any such disclosure, and may be required to disclose to AWS, all information necessary to replicate such Benchmark.
 - 1.3.4.2. AWS may use automated abuse detection mechanisms designed to detect harmful content, including related to potential violations of AWS or Anthropic terms of service or acceptable use policies. If these mechanisms detect apparent child sexual abuse material, Customer agrees and instructs that AWS may report the incident to the National Center for Missing and Exploited Children or other authority.
 - 1.3.4.3. Advanced AI and Data Products are not intended for use in, or in association with, the operation of any hazardous environments or critical systems that may lead to serious bodily injury or death or cause environmental or property damage. Advanced AI and Data Products are not medical devices and are not intended to be used without human

oversight for any clinical decision-making or other clinical use. Customer is responsible for liability that may arise in connection with any such use.

- 1.3.5. StarCoder Terms. Use of Advanced AI and Data Products that utilize a model based on a StarCoder model (model cards located at <https://huggingface.co/bigcode>) requires Customer's compliance with the StarCoder Open RAIL-M v1 license (located at <https://huggingface.co/spaces/bigcode/bigcode-model-license-agreement>).
- 1.3.6. Llama 3.1 Terms. Use of Advanced AI and Data Products that utilize a model based on a Llama 3.1 model (model card located at https://github.com/meta-llama/llama3/blob/main/MODEL_CARD.md) requires Customer's compliance with the Llama 3.1 license (located at https://www.llama.com/llama3_1/license/) and acceptable use policy (located at https://www.llama.com/llama3_1/use-policy/).
- 1.3.7. Llama 3.3 Terms. Use of Advanced AI and Data Products that utilize a model based on a Llama 3.3 model (model card located at https://github.com/meta-llama/llama-models/blob/main/models/llama3_3/MODEL_CARD.md) requires Customer's compliance with the Llama 3.3 license (located at https://www.llama.com/llama3_3/license/) and acceptable use policy (located at https://www.llama.com/llama3_3/use-policy/).