servicenow.

SELF-HOSTED SOFTWARE LICENSE AGREEMENT

The General Terms and Conditions in this Self-Hosted Software License Agreement, together with all other terms, addenda and policies referenced in or attached to the Self-Hosted Software License Agreement, or an applicable Order Form are incorporated into this Self-Hosted Software License Agreement by reference (**"Agreement"**). This Agreement is between the ServiceNow entity (**"ServiceNow"**) and the customer entity (**"Customer"**) identified on the ordering document issued by ServiceNow and becomes effective on the last signature date of the ordering document (**"Effective Date"**).

GENERAL TERMS AND CONDITIONS

1. **ORDERS.**
    1.1. <u>ORDERS</u>. From time to time, Customer and ServiceNow may execute ordering documents (**"Order Forms"**) and Customer may order ServiceNow offerings, as identified in the applicable Order Form (collectively, the **"Software"**).
    1.2. <u>PURCHASES FROM AUTHORIZED RESELLERS</u>. Customer may purchase the Software through an authorized reseller (**"Authorized Reseller"**). If Customer chooses to purchase the Software through an Authorized Reseller, then: (a) all references to an Order Form are replaced with references to the **"Use Authorization"** (a document provided to Customer specifying the Software purchased by Customer and the term and scope of its authorized use); and (b) this Agreement will apply to the Software ordered by Customer, except Section 1.3 (Payment), and (c) Customer is required to submit any warranty or refund claim directly to the Authorized Reseller, who will be solely responsible for issuing any refunds.
    1.3. <u>PAYMENT</u>. Customer will pay all fees in accordance with each applicable Order Form.
2. **SERVICENOW RESPONSIBILITIES.**
    2.1. <u>PROVISION AND SUPPORT OF SOFTWARE</u>. During the period set forth in the applicable Order Form (**"License Term"**), ServiceNow will: (1) provide the Software in accordance with this Agreement; (2) provide Customer Support and Upgrades and Updates as described in the Self-Hosted Software Guide (**"SHSG"**) at https://www.servicenow.com/upgrade-schedules.html unless otherwise specified in an applicable addendum; and (3) provide and support the Software in compliance with all Laws applicable to ServiceNow's provision of the Software. **"Law"** means any applicable law, rule, statute, decree, decision, order, regulation, judgment, code, and requirement of any government authority (federal, state, local, or international) with jurisdiction over ServiceNow's provision and Customer's use of the Software under this Agreement.
    2.2. <u>APPLICABILITY</u>. The SHSG, and any other addenda in effect as of the date of the Order Form apply to the Software specified on such Order Form. ServiceNow may update the SHSG and any addenda; notwithstanding the foregoing, and except to the extent otherwise expressly provided, in no event will any update automatically apply to the Software prior to a renewal License Term.
3. **LICENSE GRANT; RESTRICTIONS**.
    3.1. <u>LICENSE GRANT</u>. ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 10.1 (Assignment)), non-exclusive license during the License Term to install and execute Software on hardware operated by or for Customer solely to permit Customer access to the Software and Documentation during the License Term, solely for its business purposes in accordance with the applicable ServiceNow published system requirements and technical functionality for such Software as described in the Documentation. **"Documentation"** means the then-current product documentation for the supported version(s) of the applicable Software at https://docs.servicenow.com. Customer may provide its Affiliates access to the Software set forth in the Order Form, (each such Affiliate an **"Affiliate User"**), provided that Customer will be wholly responsible for Affiliate Users' compliance with this Agreement and all acts and omissions of such Affiliate Users. **"Affiliate"** means any person or entity directly or indirectly Controlling, Controlled by, or under common Control with a party, where **"Control"** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause direction of the general management of a legal entity.
        3.1.1. <u>THIRD PARTY SERVICE PROVIDERS</u>. Customer may permit third party suppliers of products and services (**"Service Providers"**) to access the Software for the limited purpose of providing services to Customer and supporting Customer's operations provided that Customer will be wholly responsible for such Service Providers' compliance with the terms of this Agreement and all acts or omissions of such Service Providers.
    3.2. <u>RESTRICTIONS</u>. With respect to the Software, Customer will not (and will not permit others to): (1) use it (with or without external programs) in excess of the contractual license grant and use limits (including as stated in an Order Form), or in a manner that circumvents the license grant or use limits; (2) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make it available for access by third-parties, except as

may be otherwise expressly stated herein or in an Order Form; (3) use it for purposes of developing or operating competing products or services; (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 this Agreement; (6) remove or modify a copyright or other proprietary rights notice in it; (7) use any Customer Technology or third-party intellectual property or technology in connection with the Software in contravention or absence of any necessary permissions, consents, licenses, or use rights; (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; (10) use, access or disable any ServiceNow or third-party data, software, or network (other than Customer's instance of the Software); or (11) use or allow the Software to be used in violation of Law (including those applicable to its collection and processing of Customer Data through the Software). **"Customer Data"** means Customer's electronic data pertaining to Customer or its agents, employees, or contractors, and processed using the Software, excluding ServiceNow Core Technology (as defined below).

4. **INTELLECTUAL PROPERTY.**

   4.1. SERVICENOW OWNERSHIP. As between the parties, ServiceNow and its licensors exclusively own all right, title, and interest in and to all intellectual property and proprietary rights (**"IPR"**) in the Software, Documentation, ServiceNow websites, and technology and methodologies created by or for, or licensed to ServiceNow and any updates to, or derivative works of, the foregoing (**"ServiceNow Core Technology"**), notwithstanding anything in this Agreement to the contrary. Except for the license expressly granted in Section 3 (License Grant; Restrictions) and this Section 4, ServiceNow, on behalf of itself and its licensors, reserves all rights in the ServiceNow Core Technology. ServiceNow Core Technology provided to Customer is licensed, not sold, even if words such as "sale" or "purchase" are used.

   4.2. CUSTOMER OWNERSHIP. Customer grants to ServiceNow and its Affiliates and contractors a non-exclusive, worldwide, royalty-free, fully paid, non-sublicensable, and non-transferable license to use Customer Data and Customer IPR and technology (**"Customer Technology"**) solely to provide and support the Software. 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. If Customer provides ServiceNow with feedback such as suggestions or ideas regarding the ServiceNow Core Technology ("**Feedback**"), then ServiceNow has the irrevocable right to exercise all rights in such Feedback without restriction.

   4.3. PROFESSIONAL SERVICES. **"Professional Services"** means any consulting, development, or educational services provided by or for ServiceNow pursuant to an executed statement of work describing Professional Services (**"SOW"**) or written description for a packaged Professional Service, attached to or referenced in an Order Form (**"Service Description"**). Subject to this Section 4.3, ServiceNow assigns to Customer any Newly Created IP (defined below) upon Customer's payment in full under the applicable SOW that specifies creation of the Newly Created IP. During the applicable License Term, ServiceNow grants Customer a non-exclusive, worldwide, royalty-free, non-transferable (except as expressly set forth in the Agreement), non-sublicensable, and limited license to use the **"Deliverables"** (anything created for Customer in performance of Professional Services other than Newly Created IP) only in connection with the applicable Software for which it was built and intended for use. Nothing in this Agreement will limit ServiceNow's right to perform similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its personnel providing Professional Services. For the purposes of this Section 4.3, **"Newly Created IP"** means IPR in inventions or works of authorship newly created by ServiceNow specifically for Customer and expressly identified as "Newly Created IP" in an SOW.

5. **WARRANTIES; DISCLAIMERS**.

   5.1. SERVICENOW WARRANTIES. ServiceNow warrants that, (1) during the License Term, Customer's production environment of the Software will materially conform to the features and functionality as described in the Documentation; 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.

   5.2. REMEDIES.

   5.2.1. SOFTWARE. If, for a period of 90 days after ServiceNow makes the Software available to the Customer, any material non-conformity to the features and functionality as described in the Documentation (excluding any non-conformity caused by (i) a modification to the Software made by Customer or a third-party acting at Customer's direction; or (ii) Software not being properly installed or used at all times in accordance with the instructions in the SHSG), persists without relief for more than an additional 30 days after Customer's notice

to ServiceNow of the non-conformity, then Customer may terminate the affected Software immediately upon written notice of termination, and as Customer's exclusive remedy, ServiceNow will refund to Customer any prepaid license fees covering the remainder of the applicable License Term for the non-conforming Software after the date of termination.

    5.2.2. PROFESSIONAL SERVICES. If within 30 days after performance of any non-conforming Professional Services, Customer notifies ServiceNow of a non-conformity 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 Customer any amounts paid for the nonconforming Professional Services.

5.3. Disclaimer. **Except for the warranties expressly stated in this Section 5 or any warranty expressly set forth in an addendum, to the maximum extent allowed by Law, each party disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written), including the implied 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; (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.**

6. CONFIDENTIALITY.

6.1. DEFINITION. **"Confidential Information"** means information that (1) is non-public and related to a party's technology or business; (2) due to the nature of the information or circumstances of disclosure, the receiving party should reasonably understand to be confidential; (3) Customer Data; or (4) this Agreement. The obligations of confidentiality do not apply to information that (a) is or becomes generally publicly known without fault or breach by receiving party, (b) the receiving party obtains (rightfully and without restriction on use or disclosure) from a third party entitled to make the disclosure, or (c) is independently developed by receiving party without using disclosing party's Confidential Information.

6.2. RIGHTS AND OBLIGATIONS. The recipient of Confidential Information will: (1) protect it from unauthorized disclosure with at least a reasonable degree of care; and (2) not use it except as necessary to exercise rights or fulfill obligations under this Agreement. Each party may disclose the Confidential Information to its Affiliates and employees, contractors, accountants, auditors and legal advisors, only on a need to know basis, who are bound to confidentiality terms consistent with those in this Agreement. On termination of this Agreement, the receiving party will, at the disclosing party's request, return all originals, copies, reproductions, and summaries of Confidential Information, or at the disclosing party's option, certify destruction of same. Notwithstanding the foregoing, ServiceNow may retain a copy of Customer's Confidential Information pursuant to standard backup and data retention policies, which will remain subject to the confidentiality requirements in this Agreement.

6.3. THIRD PARTY REQUESTS. This Agreement will not prevent the 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 the receiving party: (1) gives prompt notice (or the maximum notice permitted under Law) before making the disclosure, unless prohibited by Law; (2) reasonably assists the disclosing party, at the disclosing party's cost, in its lawful efforts to resist or limit such disclosure; and (3) discloses only that portion of Confidential Information that is legally required to be disclosed.

7. DEFENSE OBLIGATIONS.

7.1. BY SERVICENOW. ServiceNow will: (1) defend Customer and its Affiliates, and their officers, directors, and employees against any third-party suit, claim, action, or demand (**"Claim"**) to the extent alleging; (i) the Software used by Customer in accordance with this Agreement directly infringes any IPR of any unaffiliated third party (**"IPR Claim"**); (ii) 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 finally awarded to the extent arising from such Claim. In connection with any IPR Claim, ServiceNow may: (a) obtain the permission of the third-party filing the Claim for Customer's continued use of the applicable Software; (b) replace the applicable Software with a substantially functional equivalent; or (c) terminate Customer's license to and use of the affected Software on reasonable notice and refund any prepaid fees covering that part of the applicable License Term for the Software.

7.2. LIMITATIONS. Notwithstanding the above, ServiceNow has no obligation or liability for any IPR Claim to the extent arising from: (1) any Software not expressly authorized to be licensed, used, or accessed under this Agreement; (2) Customer Data or Customer Technology; (3) Customer's or its users' use of the Software (a) in

violation of Law, or (b) after being informed by ServiceNow to cease such use (after Customer is given a reasonable opportunity to cease use); or (4) modification to the Software to Customer's specifications, or combination of the Software with anything not provided by ServiceNow, if the IPR Claim would have been avoided but for such modification or combination.

7.3. BY CUSTOMER. Customer will: (1) defend ServiceNow and its Affiliates, and their officers, directors, and employees against any Claim to the extent alleging that (a) Customer Data or Customer Technology (i) infringes any IPR, or (ii) violates any privacy rights or applicable Law, or (b) modification to any Software or other ServiceNow technology made to Customer's specifications or otherwise made by or on behalf of Customer (other than one made by or for ServiceNow and only if the Claim would have been avoided by use of the unmodified ServiceNow technology), infringes any IPR, or violates any privacy rights or applicable Law ; and (2) pay any settlement amount or court-ordered damages finally awarded arising from such Claim.

7.4. PROCESS. Each party's duty to defend under Section 7, as applicable, is subject to the party with the Claim (**"Claimant"**): (1) notifying the party with the defense obligation (**"Defending Party"**) promptly of any actual or threatened Claim; (2) giving the Defending Party sole control of the defense of such Claim and of any related settlement negotiations; and (3) cooperating and, at the Defending Party's reasonable request and expense, assisting 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. The Defending Party will not publicize any settlement without the Claimant's prior, written consent. To the extent the parties perform as required, this Section 77 states each party's entire liability and the other party's exclusive remedy for third-party claims and third-party actions.

8. LIMITATION OF LIABILITY.

8.1. LIMITED LIABILITY. **Each party's total, cumulative liability related to this Agreement and the products and services provided under this Agreement will be limited to the amounts paid by Customer for use of the products or provision of the services giving rise to the claim during the 12-month period preceding the first event giving rise to liability or if no amounts have been paid, the amount payable for the same period. Multiple claims will not enlarge this limit.**

8.2. EXCLUDED DAMAGES. **In no event will either party be liable for any incidental, indirect, consequential, punitive, special, or exemplary damages (including but not limited to lost profits, or loss of business or reputation), even if such party has been advised of such damages in advance or if such damages were foreseeable.**

8.3. APPLICABILITY. **The foregoing does not apply to: (i) obligations to pay for the Software or taxes; (ii) third party payment obligations under Section 7; (iii) infringement or misappropriation by a party of the other party's IPR; or (iv) an action in tort, separate and distinct from a cause of action for breach of this Agreement, for a party's gross negligence or willful misconduct.**

9. TERM AND TERMINATION.

9.1. GENERALLY. This Agreement begins on the Effective Date and continues until terminated in accordance with its terms. Each party may terminate this Agreement in its entirety: (1) on 30 days' prior notice to the other, if at the time of notice there are no Order Forms in effect; (2) immediately on notice by the party subject to a petition in bankruptcy or any proceeding related to its insolvency, receivership, or liquidation, in any jurisdiction, that such party is enforcing their right to reject this Agreement which is an executory contract; or (3) immediately on notice if the other party materially breaches this Agreement and does not cure such breach within 30 days after the other party's receipt of notice of the breach. Either party may terminate an Order Form on notice if the other party materially breaches this Agreement or the applicable Order Form for the affected Software and does not cure the breach within 30 days after receiving notice of the breach.

9.2. EFFECT OF TERMINATION. On termination of the affected Software or an Order Form or expiration of a License Term, Customer will stop using and destroy (with written certification to ServiceNow) all copies of the Software and all related licenses and rights granted to Customer in this Agreement shall terminate immediately, automatically, and without notice. ServiceNow will, within 30 days after the effective date of Customer's termination for ServiceNow's breach, refund to Customer any prepaid fees received by ServiceNow covering the remainder of the License Term for the affected Software, if any, after the effective date of termination. Within 30 days after the effective date of ServiceNow's termination for Customer's breach, Customer will pay all remaining amounts, if any, payable under this Agreement for the License Term applicable to the terminated Order Form, regardless of the due dates in the Order Form.

9.3. SURVIVAL. Sections 3.2 (Restrictions), 4 (Intellectual Property), 5 (Warranties; Disclaimer) (solely in accordance with its terms), 6 (Confidentiality), 7 (Defense Obligations), 8 (Limitation of Liability), 9 (Term and Termination) (solely in accordance with its terms), and 10 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of this Agreement.

10. GENERAL PROVISIONS.

10.1. ASSIGNMENT. Neither party may assign or novate its rights or obligations under this Agreement without the other's prior written consent, except (on written notice) in connection with a merger, reorganization, or sale of all or substantially all of either party's assets or equity. Notwithstanding the foregoing, ServiceNow may assign or novate this Agreement in its entirety to any ServiceNow Affiliate. Subject to the foregoing, this Agreement binds and inures to the benefit of the parties, their respective successors, and permitted assigns.

10.2. TRADE LAWS. The activities governed by this Agreement, including license and usage of the Software, are subject to the U.S. Export Administration Regulations, the regulations of the U.S. Office of Foreign Assets Control, and may also be subject to similar laws of other jurisdictions (collectively, "Trade Laws"). Customer agrees to fully comply with the Trade Laws that apply to its activities governed by this Agreement, including prohibitions against licensing to and usage by restricted persons, for certain end-uses, and in territories restricted by then-current Trade Laws (as of the Effective Date, Cuba, Iran, Syria, North Korea, and the Ukrainian regions of Crimea, the People's Republic of Luhansk, and the People's Republic of Donetsk). Customer confirms that it is not restricted or sanctioned by applicable Trade Laws, including trade sanctions laws.

10.3. U.S. GOVERNMENT RIGHTS. This Section 10.3 applies to the extent that the Software is used by or in support of the U.S. Government. 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 will have only those rights in technical data, computer software, and computer software documentation (collectively, "**data**") set forth in these commercial terms of use, 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.

10.4. NOTICE. All notices will be in writing and deemed given to the addresses set forth in the applicable Order Form, except that email will not be sufficient for notices regarding any legal claim or alleged breach. Addresses may be subsequently updated in writing in accordance with this Agreement.

10.5. FORCE MAJEURE. Except for Customer's payment obligations, neither party will be liable to the other if performance is prohibited or delayed by acts or events outside of the other party's reasonable control.

10.6. WAIVER; AMENDMENT. Failure by a party to enforce any part of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. If any term of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, it will be enforced to the maximum extent permissible, and it will be deemed amended or replaced with a term matching the intent of the original language as closely as possible.

10.7. RELATIONSHIP. The parties are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, agency, or other relationship.

10.8. LAW. The Agreement will be governed by the laws of New York, without regard to its conflict of laws principles. Any disputes arising out of or related to this Agreement or any other aspect of the parties' relationship under this Agreement will be heard only in a federal or state court in New York City, New York. The parties irrevocably consent to the jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief in any court of competent jurisdiction to protect its Confidential Information, technology and IPR.

10.9. COUNTRY SPECIFIC PROVISIONS. For any Customer domiciled outside the United States, Canada, or Mexico, the country-specific provisions following this Section 10 shall replace or supplement the equivalent provisions of the Agreement depending on the following: (a) if Customer is executing its Order Form with ServiceNow Nederland B.V., then "the Netherlands" provisions apply; (b) if Customer is executing its Order Form with ServiceNow UK Ltd., then the "United Kingdom" provisions apply; and (c) if Customer is executing its Order Form with ServiceNow Australia Pty Ltd, then the "Australia" provisions apply; (d) if Customer is executing its Order Form with ServiceNow Japan G.K., then the "Japan" provisions apply; (e) if Customer is executing its Order Form with ServiceNow Pte. Ltd. (Singapore), then "Singapore" provisions apply; and (f) if Customer is executing its Order Form with ServiceNow Brasil Gerenciamento de Serviços Ltda., then the "Brazil" provisions apply.

10.10. CONSTRUCTION. 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.

10.11. ENTIRETY; EXECUTION. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous oral or written agreements between the parties with respect to that subject matter. This Agreement may be executed: (1) in multiple counterparts, all of which, taken together, will constitute one and the same instrument; and (2) by electronic means (e.g., PDFs, email, or electronic

signature service). Except as otherwise expressly provided, any modification of this Agreement must be in writing and executed by authorized representatives of both parties.

THE NETHERLANDS

If Customer is executing its Order Form with ServiceNow Nederland B.V., the following language shall replace Section 10.8 (Law) of the General Terms and Conditions:

The Agreement will be governed by the laws of Ireland, without regard to its conflict of laws principles. Any disputes arising out of or related to this Agreement or any other aspect of the parties' relationship under this Agreement will be heard only in any court of competent jurisdiction in Dublin, Ireland. The parties irrevocably consent to the jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief in any court of competent jurisdiction to protect its Confidential Information, technology and IPR.

UNITED KINGDOM

If Customer is executing its Order Form with ServiceNow UK Ltd., the following language shall replace Section 10.8 (Law) of the General Term and Conditions:

The Agreement will be governed by the laws of England and Wales, without regard to its conflict of laws principles. Any disputes arising out of or related to this Agreement or any other aspect of the parties' relationship under this Agreement will be heard only in any court of competent jurisdiction in London, United Kingdom. The parties irrevocably consent to the jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief in any court of competent jurisdiction to protect its Confidential Information, technology and IPR.

AUSTRALIA

If Customer is executing its Order Form with ServiceNow Australia Pty Ltd, the following changes apply:

The following language shall be added as a new Section 5.4 of the General Terms and Conditions:

COMPLIANCE WITH CONSUMER LAWS. To the extent, if any, that the terms and conditions of the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, or other statutory Law prevent ServiceNow from excluding certain liability as set forth in the Agreement, ServiceNow's liability will be limited to the extent permitted by such Laws. No provision of this Agreement may be construed to derogate from any requirement to provide a refund under the Australian Consumer Law.

The following language shall replace section 10.8 (Law) of the General Terms and Conditions:

The Agreement will be governed by the laws of New South Wales, Australia, without regard to its conflict of laws principles. Any disputes arising out of or related to this Agreement or any other aspect of the parties' relationship under this Agreement will be heard only in any court of competent jurisdiction in New South Wales, Australia. The parties irrevocably consent to the jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief in any court of competent jurisdiction to protect its Confidential Information, technology and IPR.

JAPAN

If Customer is executing its Order Form with ServiceNow Japan G.K., the following language shall replace Section 10.8 (Law) of the General Terms and Conditions:

The Agreement will be governed by the laws of Japan, without regard to its conflict of laws principles. Any disputes arising out of or related to this Agreement or any other aspect of the parties' relationship under this Agreement will be heard only in any court of competent jurisdiction in Tokyo, Japan. The parties irrevocably consent to the jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief in any court of competent jurisdiction to protect its Confidential Information, technology and IPR.

SINGAPORE

If Customer is executing its Order Form with ServiceNow Pte. Ltd. (Singapore), the following language shall replace Section 10.8 (Law) of the General Terms and Conditions:

The Agreement will be governed by the laws of Singapore, without regard to its conflict of laws principles. Any disputes arising out of or related to this Agreement or any other aspect of the parties' relationship under this Agreement will be heard only in any court of competent jurisdiction in Singapore, Singapore. The parties irrevocably consent to the jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief in any court of competent jurisdiction to protect its Confidential Information, technology and IPR.

BRAZIL

If Customer is executing its Order Form with ServiceNow Brasil Gerenciamento de Serviços Ltda., the following language shall replace Section 10.8 (Law) of the General Terms and Conditions:

The Agreement will be governed by the laws of Brazil, without regard to its conflict of laws principles. Any disputes arising out of or related to this Agreement or any other aspect of the parties' relationship under this Agreement will be heard only in any court of competent jurisdiction in the city of São Paulo, state of São Paulo. The parties irrevocably consent to the jurisdiction of, and venue in, such courts and waive any objection that such courts are an inconvenient forum. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief in any court of competent jurisdiction to protect its Confidential Information, technology and IPR.