

DIRECT SELF-HOSTED SOFTWARE LICENSE AGREEMENT

This Self-Hosted Software License Agreement (“**Agreement**”) is made between the ServiceNow entity (“**ServiceNow**”) and the customer entity identified on the ordering document issued by ServiceNow (“**Customer**”) and becomes effective on the last signature date of the ordering document (“**Effective Date**”). The Agreement includes the following, all of which are deemed incorporated by this reference: the General Terms and Conditions below; all Order Forms, Product Overviews, SOWs, and Service Descriptions; and any other terms expressly referenced anywhere in this Agreement. All capitalized terms not defined in the General Terms and Conditions will have the meaning given to them in other parts of the Agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 “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.

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

1.3 “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) this Agreement and any amendment or attachment (which are all deemed Confidential Information of both parties). Confidential Information excludes any information; (a) that 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.

1.4 “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.

1.5 “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) for use with the Software, excluding ServiceNow Core Technology.

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

1.7 “Documentation” means the then-current ServiceNow documentation for the Software at <https://docs.servicenow.com>. Documentation includes solely technical program or interface documentation, user manuals, operating instructions, and release notes.

1.8 “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.

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

1.10 “License Term” means the period of authorized license to the Software, as set forth in an Order Form.

1.11 “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. No ServiceNow Core Technology (or anything else not newly created in the course of performing the applicable Professional Services described in the SOW) may be construed to be Newly Created IP.

1.12 “Order Form” means an ordering document signed by Customer and ServiceNow.

1.13 “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 an Order Form.

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

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

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 “**SOW**” means a statement of work that describes scoped Professional Services.

1.18 “**Software**” means the ServiceNow software product(s) as identified in an applicable Order Form provided to Customer and that is deployed on Customer’s machines.

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 Agreement, and (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>; and (3) provide the Software in accordance with all Laws applicable to ServiceNow’s provision of the products and 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).

2.2 UPDATES. The SHSG in effect as of the date of the Order Form will apply to the Software specified on such Order Form. ServiceNow may update the SHSG, however, in no event will any update be effective until the end of the applicable License Term.

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 Order Form.

3.1.1. SOFTWARE. ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (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 of (including for reasonable backup and archival purposes) the Software and Documentation for its internal business purposes. On termination of this Agreement 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 AFFILIATE ACCESS AND USE; ACCESS THROUGH CUSTOMER.

Customer may, at its option, provide license to the Software to one or more Customer Affiliates, subject to this Agreement (“**Affiliate User**”). If Customer does so, it will be wholly responsible for Affiliate Users’ compliance with the terms of this Agreement and all acts and omissions of such Affiliate Users. No Affiliate User will have the right to take any legal action against ServiceNow under this Agreement or any Order Form .

3.3 RESTRICTIONS. With respect to the ServiceNow Core Technology, 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 any of 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 products or services for third-parties in competition with 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 this Agreement; (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).

3.4 PROVISION OF PROFESSIONAL SERVICES. Customer and ServiceNow may enter into one or more SOWs or Order Forms subject to this Agreement for the provision of Professional Services.

4. ORDERING.

4.1 PAYMENT. Software License fees are invoiced annually in advance. Professional Services fees are invoiced on a time and materials basis, monthly in arrears. Customer will pay each invoice within 30 days after the invoice date. Late payments will

accrue interest at a rate of 1.5% per month or the legal maximum rate, whichever is lower. Customer will cure a delinquency in payment of any amounts owed under this Agreement within 30 days from the date of ServiceNow's delinquency notice. If Customer fails to timely cure such delinquency, or regain compliance in accordance with the SHSG, ServiceNow may suspend Customer's use of the Software or terminate this Agreement for breach, in addition to any other available rights and remedies. All terms of this Section 4.1 apply unless expressly stated otherwise in the applicable Order Form, SOW, or Service Description.

4.2 TAXES. All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any jurisdiction, and the interest and penalties on any and all of these (collectively, "Taxes"). Customer is solely liable for and will pay all Taxes associated with its purchase of, payment for, license to, or use of, the ordered Software. For the avoidance of doubt, Taxes will not be deducted from payments to ServiceNow, except as required by Law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, ServiceNow receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. When applicable, Customer will provide to ServiceNow its VAT or GST identification number(s) on the Order Form. Customer will use the ordered Software for Customer's business use in accordance with the provided VAT or GST identification number(s) of its business establishment(s).

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 this Agreement purportedly to the contrary. Except for the 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 or give Customer any rights whatsoever. Any ServiceNow Core Technology delivered to Customer has been licensed, not sold, even if, for convenience, ServiceNow uses words such as "sale" or "purchase" in Order Forms 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), worldwide, right to use Customer Data and Customer Technology solely to provide and support the Software.

5.3 FEEDBACK. If Customer provides suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Software (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 Customer's payment in full under the SOW that specifies creation of the Newly Created IP. If any ServiceNow Core Technology is incorporated in a Deliverable, ServiceNow grants Customer a non-exclusive, royalty-free, non-transferable (except under Section 11.1), non-sublicensable worldwide license to use such ServiceNow Core Technology, solely in connection with use of the Software under this Agreement during the applicable License Term. Nothing in this Agreement 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 90 days after ServiceNow makes the Software available to the Customer, Customer's production instance of the Software 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 of the non-conformity, then Customer may terminate the license to the affected Software immediately on 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.

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

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; (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. 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 or fulfill obligations under this Agreement. Each party will limit disclosure of the other's Confidential Information to those of its and its Affiliates' employees and contractors with a need to know such Confidential Information to exercise rights and obligations under this Agreement, and then only to employees and contractors subject to binding disclosure and use restrictions at least as protective as those in this Agreement. Each party's obligations under this Section 7 will remain in effect during, and for 3 years after termination of, this Agreement. 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 same.

7.2 THIRD PARTY REQUESTS. This Agreement 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) 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 Affiliates Users, and its and their officers, directors, and employees against any Claim to the extent alleging any: (a) ServiceNow Core Technology used in accordance with this Agreement 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 license to 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 the affected Software on 60-days' prior notice and refund 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 Agreement, to the extent the Claim would have been avoided without such license; (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 modification or combination.

8.2 BY CUSTOMER. Customer will: (1) defend ServiceNow and ServiceNow Affiliates, and its and their officers, directors, and employees against any Claim to the extent alleging that Customer Data, Customer Technology, or a modification to any ServiceNow Core 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 Core Technology), infringes any IPR, or violates any third-party privacy rights; and (2) pay any settlement amount or court-ordered damages award, under the foregoing clause (1) to the extent arising from such Claim.

8.3 PROCESS. Each party's duty to indemnify under Section 8.1 or 8.2, as applicable, is subject to indemnified party: (1) notifying indemnifying party promptly of any actual or threatened Claim; (2) giving indemnifying party sole control of the defense of such Claim and of any related settlement negotiations; and (3) cooperating and, at indemnifying 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. Indemnifying party will not publicize any settlement without indemnified party's prior, written consent. **To the extent the parties perform as required, this Section 8 states each party's entire liability and the other party's exclusive remedy for third-party claims and third-party actions.**

9. LIMITATION OF LIABILITY

9.1 LIMITED LIABILITY. To the extent permitted by Law, each party's total, cumulative liability arising out of or related to this Agreement and the products and services provided under it, whether based on contract, tort (including negligence), or any other legal or equitable theory, 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. 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 to: (1) obligations to pay for products, services or taxes; (2) obligations to pay third parties under Section 8; (3) IPR infringement; or (4) an action in tort, separate and distinct from a cause of action for breach of this Agreement, for the party's gross negligence or willful misconduct.

10. TERM AND TERMINATION

10.1 GENERALLY. This Agreement begins on the Effective Date and continues until terminated under 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 if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership, or liquidation, in any jurisdiction, that is not dismissed within 60 days of its commencement or an assignment for the benefit of creditors; 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 or SOW on notice if the other party materially breaches this Agreement or the applicable Order Form or SOW for the affected service and does not cure the breach within 30 days after receiving notice of the breach. 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 Order Form.

10.2 SOFTWARE. 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.

10.3 SURVIVAL. Sections 3.3 (Restrictions), 4.2 (Taxes), 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 Agreement.

11. GENERAL PROVISIONS.

11.1 ASSIGNMENT. Neither party may assign or novate its rights or obligations under this Agreement, by operation of law or otherwise (collectively, “Assign”), without the other’s prior written consent. Notwithstanding the foregoing, on notice and without consent: (a) 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 Agreement in its entirety to such party’s successor; and (b) ServiceNow may Assign this Agreement 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 Agreement binds and inures 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 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.

11.4 NOTICE. Except as otherwise provided in this Agreement, all notices will be in writing and deemed given on: (a) personal delivery; (b) when received by the addressee if sent by a recognized overnight courier (receipt requested); (c) the third business day after mailing; or (d) the first business day after sending by email with confirmation of receipt, except that email will not be sufficient for notices regarding any legal claim or alleged breach. Notices will be sent as set forth on the then-current Order Form or as subsequently updated in writing.

11.5 FORCE MAJEURE. Except for payment obligations, neither party will be liable to the other if performance is prohibited or delayed by acts outside of the other party’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 Force Majeure Events.

11.6 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. Only written waivers signed by an authorized representative of the waiving party are effective. Except as otherwise provided in this Agreement, any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

11.7 SEVERABILITY. If any term of this Agreement 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. Such holding will not affect the remaining terms.

11.8 RELATIONSHIP. The parties are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, agency, or other relationship. Neither party has any right or authority to assume or create any obligation of any kind, express or implied, in the other’s name or on its behalf. No third-party is a third-party beneficiary of, or liable under, this Agreement.

11.9 LAW. For any Customer domiciled in the United States, Canada, or Mexico this Agreement and any dispute or controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the Laws of New York, without regard to its conflict of laws principles. The parties to this Agreement 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 relating to this Agreement. 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 to this Agreement may, at any time, and without waiving any other rights under this Agreement, 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.

11.10 COUNTRY SPECIFIC PROVISIONS. For any Customer domiciled outside the United States, Canada, or Mexico, the country-specific provisions following this Section 11 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; and (d) if Customer is executing its Order Form with ServiceNow Brasil Gerenciamento de Serviços Ltda., then the “Brazil” provisions apply.

11.11 CONSTRUCTION. ServiceNow may provide Software only in the English language, unless otherwise agreed in writing. The parties have expressly requested that this Agreement and all related documents be drafted in English. *Les parties confirment avoir expressément exigé que le présent contrat et les documents de ServiceNow qui y sont attachés soient rédigés en anglais.* Section headings are for convenience only and are not to be used in interpreting this Agreement. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either 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.

11.12 ENTIRETY; EXECUTION. This Agreement: (1) is the parties’ entire contract 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; (2) excludes any other terms Customer seeks to impose or incorporate or that may be implied by trade, custom, practice, or course of dealing; and (3) may be executed in counterparts and by electronic means to accurately send images (e.g., email or electronic signature service), and neither party will contest its validity solely because of such execution. Customer has not relied on any statement, promise, or representation not expressly included in this Agreement, including related to any possible future functionality that ServiceNow may provide or offer.

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THE NETHERLANDS

If Customer is executing its Order Form with ServiceNow Nederland B.V., the following language shall replace Section 11.9 of the General Terms and Conditions:

This Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any court of competent jurisdiction in London, England, United Kingdom to adjudicate any dispute or claim arising out of or relating to this Agreement. 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 to this Agreement may, at any time, and without waiving any other rights under this Agreement, 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.

UNITED KINGDOM

If Customer is executing its Order Form with ServiceNow UK Ltd., the following language shall replace Section 11.9 of the General Terms and Conditions:

This Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any court of competent jurisdiction in London, England, United Kingdom to adjudicate any dispute or claim arising out of or relating to this Agreement. 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 to this Agreement may, at any time, and without waiving any other rights under this Agreement, 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.

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 6.4 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 11.9 of the General Terms and Conditions:

This Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of New South Wales, Australia. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any court of competent jurisdiction in New South Wales, Australia, to adjudicate any dispute or claim arising out of or relating to this Agreement. 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 to this Agreement may, at any time, and without waiving any other rights under this Agreement, 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.

BRAZIL

If Customer is executing its Order Form with ServiceNow Brasil Gerenciamento de Serviços Ltda., the following changes apply:

The following language shall replace Section 4.2 of the General Terms and Conditions:

TAXES. ServiceNow offers a remotely hosted service, so under this Agreement Customer may initiate purchases from, and pay from, any of its Affiliates inside or outside of Brazil, and may use and access the Subscription Service and receive Professional Services inside or outside of Brazil, without restriction and as controlled by Customer (with the exception of US embargoed countries as described in Section 11.2 (Export)). Different Taxes may apply depending on where the services are purchased and paid for, and in some cases, where the services are accessed or used.

For purchases of, payment for, access to, and use of the Subscription Service and Professional Services in Brazil, the following terms shall apply: “**Taxes**” shall mean all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, excise, business, service, and similar transactional taxes imposed by any taxing jurisdiction in Brazil and the interest and penalties thereon. ServiceNow shall issue a valid tax invoice to Customer and this invoice shall be inclusive of all Taxes as applicable by Brazilian Law. Where required by Brazilian Law, Customer will withhold Taxes with no impact on the final price. If withholding tax should apply to any purchase or Order Form, any pricing limitation herein or in an Order Form may be subject to renegotiation for future Order Forms.

For purchases of, payment for, access to or use of the Subscription Service and Professional Services from outside of Brazil by a foreign affiliate or a foreign place of business of Customer or its affiliates, the following terms shall apply: “**Taxes**” shall mean all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, excise, business, service, and similar transactional taxes imposed by any taxing jurisdiction and the interest and penalties thereon, value-added taxes (“**VAT**”), goods and service taxes (“**GST**”). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Subscription Service and Professional Services. Taxes shall not be deducted from the payments to ServiceNow, except as required by Law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, ServiceNow receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Each party is responsible for and shall bear taxes imposed on its net income. If ServiceNow is required to invoice or collect Taxes associated with Customer’s purchase of, payment for, access to or use of the Subscription Service or Professional Services, ServiceNow will issue an invoice to Customer including the amount of those Taxes, itemized where required by Law. Customer shall provide to ServiceNow its VAT or GST identification number(s) on the Order Form for: (a) the country where Customer has established its business; and/or (b) any other country where Customer has a fixed establishment. Customer shall use the ordered Subscription Service and Professional Services for Customer’s business use in the foregoing location(s) in accordance with the provided VAT or GST identification number(s). The parties’ obligations under this Section shall survive the termination or expiration of this Agreement.

TAX EXEMPTION. Customer hereby represents that it is not a tax-exempt entity, nor claims exemption from any Taxes under this Agreement. In the event that Customer claims exemption from any Taxes under this Agreement, Customer shall provide a tax exemption number on the Order Form and a certificate upon execution of the Order Form and, after receipt of valid evidence of exemption, ServiceNow shall not charge Customer any Taxes from which it is exempt.

The following language shall replace section 11.9 of the General Terms and Conditions:

This Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Brazil. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any court of competent jurisdiction in the city of São Paulo, state of São Paulo, to adjudicate any dispute or claim arising out of or relating to this Agreement. 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 to this Agreement may, at any time, and without waiving any other rights under this Agreement, 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 and/or Confidential Information.