SERVICENOW CLOUD OBSERVABILITY ADDENDUM
(Formerly Lightstep Addendum)

This ServiceNow Cloud Observability Addendum ("Addendum") is made between the ServiceNow entity ("ServiceNow") and the customer entity ("Customer") identified on the ordering document ("Order Form") issued by ServiceNow for the Cloud Observability Service and executed by both parties. This Addendum modifies the terms and conditions of the Agreement solely for use of the Cloud Observability Service during the Subscription Term. In the event of any inconsistency or conflict between this Addendum and the Agreement or the Order Form, the terms and conditions of this Addendum control with respect to the Cloud Observability Service unless otherwise expressly specified herein. Unless otherwise specified below, all capitalized terms defined herein have the same meaning as set forth in the Agreement. This Addendum only applies to the Cloud Observability Service and does not apply to other ServiceNow offerings specified on the Order Form (if any).

1. DEFINITIONS

“Agreement” means the underlying agreement between ServiceNow and Customer and referenced on the applicable Order Form or, in the absence thereof, the Ordering Agreement incorporated herein by reference from http://www.servicenow.com/upgrade-schedules.html.

“ServiceNow Cloud Observability Service” or “Cloud Observability Service” has the same meaning as ServiceNow Core Technology in the Agreement. All references in the Agreement to the “Subscription Service” are modified to refer to the Cloud Observability Service and references in the Agreement to the “Subscription Term” are modified to include the period of authorized access to and use of the Cloud Observability Service, as set forth in the applicable Order Form.

2. CUSTOMER SUPPORT. Customer support is provided to resolve defects causing a nonconformity in the Cloud Observability Service as compared to the applicable Product Overview ("Customer Support"). A resolution to a defect may consist of a fix, workaround, or other relief, as ServiceNow deems reasonable. Customer may contact Cloud Observability support via the ServiceNow support portal https://support.servicenow.com/now. For the avoidance of doubt, any supplemental customer support service options that ServiceNow may otherwise make available do not apply to the Cloud Observability Service.

3. DATA SECURITY AND DATA PRIVACY. The data security and data privacy terms in the Agreement shall apply, provided however, during the Subscription Term, any terms in the Agreement permitting onsite audit rights, or providing a commitment to maintain certifications such as NIST, ISO, SOC, SSAE standards or to provide encryption functionalities, are modified with regard to the Cloud Observability Service. With respect to the foregoing, ServiceNow commits to maintain SOC2 and ISO 27001/27701 certifications, and encryption at rest and in transit of Customer Data processed within the Cloud Observability Service (the Cloud Observability Service also only accepts data which is encrypted in transit). Additionally, terms in the Agreement that relate to configuration management, ServiceNow’s service continuity, and Customer penetration tests shall not apply to the Cloud Observability Service. Third party penetration testing of the Cloud Observability Service shall be performed at least annually.

4. OTHER TERMS. The following terms in the Agreement, if any, do not apply to the Cloud Observability Service, including without limitation: (i) terms that apply exclusively to an instance; (ii) terms related to Customer Affiliate’s separate order for the Cloud Observability Service; (iii) commitments with respect to data residency, FedRAMP, NSC DOD IL5, or Australia IRAP-Protected data centers, ServiceNow Protected Platform for the European Union, to Self-hosted customers, or to other restricted environments; (iv) commitments with respect to Customers who opt-in to region-specific Support offerings; and (v) commitments to accessibility or WCAG.