PRODUCT-SPECIFIC TERMS

These Product-Specific Terms apply only to Customer’s use of the individual Subscription Service identified below. All capitalized terms not defined in these Product-Specific Terms 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.

1. Advanced AI and Data Products

1.1. Advanced AI and Data Products. The following are Advanced AI and Data Products: Generative AI Controller, Now Assist for Creator, Now Assist for Customer Service Management (CSM), Now Assist for Field Service Management (FSM), Now Assist for HR Service Delivery (HRSD), Now Assist for IT Service Management (ITSM), Knowledge Article Generation, and Now Assist for Platform.

1.2. AI Limitations. Artificial intelligence and machine learning are rapidly evolving fields of study. Advanced AI and Data Products may use machine learning models that generate predictions based on patterns in data. Output generated by a machine learning model is probabilistic and should be evaluated for accuracy as appropriate for Customer’s use case, including by employing human review of such output. Advanced AI and Data Products may generate incorrect information, produce harmful instructions or reflect biases due to the data or nature of how the model was trained. ServiceNow disclaims all representations and warranties, whether express, implied, statutory, or otherwise, and will have no liabilities or obligations (including to provide any refund, updates, or support) with respect to the output that Customer receives when using the Advanced AI and Data Products.

1.3. Centralized ServiceNow Environment. By using the Advanced AI and Data Products, Customer Data may be transferred outside of Customer’s ServiceNow instance to a centralized ServiceNow environment, which may be hosted in a different Data Center Region from Customer’s originating ServiceNow instance (the applicable Advanced AI and Data Products will be identified in the Documentation) ("Centralized ServiceNow Environment"). The relevant terms set forth in the Agreement pertaining to ServiceNow’s security and data protection program will apply to the Centralized ServiceNow Environment, except for any terms relating to certifications, attestations, and penetration testing.

1.4. Public Cloud Infrastructure. The infrastructure used to process Customer Data as part of the Advanced AI and Data Products may be provided in part by third-party public cloud services (as identified in the Documentation for the applicable Advanced AI and Data Products). This infrastructure provider will utilize industry-standard privacy and security protections, which may differ from those of the Subscription Service, and data may be hosted outside the Data Center Region specified in the Agreement. Terms in the Agreement or these Product-Specific Terms pertaining to security and data protection, including audits, certifications, and attestations of the Subscription Service will not apply to the portion of Advanced AI and Data Products that are hosted by the
third-party provider. Upon Customer’s request, ServiceNow will provide pertinent data security documentation made available by the third-party provider.

1.5. **Filtered AI Content.** Customer retains all ownership of Customer Data that is processed by the Advanced AI and Data Products. To the extent permitted by law and excluding any ServiceNow Core Technology, Customer owns the output from the Advanced AI and Data Products. Notwithstanding any terms to the contrary in the Agreement, ServiceNow may use Filtered AI content only for the purpose of developing and improving ServiceNow or its Affiliates’ technologies. "Filtered AI Content" is Customer Data used in connection with any Advanced AI and Data Products to which ServiceNow uses commercially reasonable efforts to remove Personal Data. ServiceNow will own the Filtered AI Content. Customer may opt-out of allowing ServiceNow to use Customer Data to create Filtered AI Content by using the process set forth in the applicable product documentation. Please note that the opt-out will not apply to data collected before the opt-out is processed by ServiceNow, and opting-out may limit the effectiveness of the Advanced AI and Data Products for Customer.

1.6. **Filtered AI Content Safeguards.** The terms set forth in the Agreement pertaining to ServiceNow’s security and data protection program will apply to ServiceNow’s use of Filtered AI Content. In the event of any conflict with the Agreement, the following terms will govern:

1.6.1. **Security.** ServiceNow will maintain a written information program of policies, procedures and controls aligned to the ISO27001 and ISO27018 standards, and will operate on SOC 1 and SOC 2 Type 2 principles or substantially equivalent standard, which govern the processing, storage, transmission and security of Filtered AI Content (the “AI Security Program”).

1.6.2. **Certifications.** ServiceNow will establish and maintain an ISO27001 certification for the AI Security Program. In addition, ServiceNow may establish additional certifications in the future, which may include an ISO 27018 certification.

1.6.3. **Data Separation & Encryption at Rest.** ServiceNow may, but is not obligated to, apply a logical separation of Filtered AI Content, except that ServiceNow will deploy standard technologies to encrypt data at rest.

1.6.4. **Penetration Testing.** ServiceNow will conduct penetration testing in accordance with ServiceNow’s standard security procedures. However, because Filtered AI Content will be used within a ServiceNow controlled environment, Customer will not be permitted to perform penetration testing on the environment and no reporting will be provided.

1.7. **Necessary Rights and Privacy Obligations.** Customer agrees that it has all rights necessary to use the Advanced AI and Data Products, including rights to the data Customer submits to any Advanced AI and Data Products. Customer is solely responsible for providing any legally adequate notices to and obtaining any consents
from individuals and all third parties for ServiceNow to perform its rights and obligations under these Product-Specific Terms.

1.8. **Prohibited Use.** Customer will not, and will not allow any third party to, use Advanced AI and Data Products or data from Advanced AI and Data Products to, directly or indirectly, develop or improve a similar or competing product, service, or technology.

1.9. **Integration Hub.** Advanced AI and Data Products may consume Integration Hub transactions. Integration Hub transactions are licensed through Integration Hub or Automation Engine packages. An Integration Hub Transaction is defined as any outbound call originating from Integration Hub, Flow Designer, Remote Tables and/or Orchestration. This includes any operation, action, orchestration from Integration Hub, Remote Tables or Orchestration resulting in an outbound call. Additional annual Transactions require the purchase of a separate Integration Hub package.

1.10. **Third Party Model-Specific Terms.** Customer’s use of any third-party machine learning or artificial intelligence models in Advanced AI and Data Products is subject to the additional terms below:


1.10.2. **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:

1.10.2.1. 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.

1.10.2.2. 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, (c) for collecting or processing biometric information without the consent of the subject, (d) to conduct activities that infringe on or violate the rights of others, (e) to violate any applicable law including, but not limited to, the
General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA), Health Insurance Portability and Accountability Act (HIPAA), and China’s rules and regulations applicable to generative artificial intelligence services and deep synthesis services.

1.10.2.3. 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.

1.10.2.4. 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.

1.10.2.5. Customer may not change or remove copyright or other proprietary notices in Advanced AI and Data Products.

1.10.2.6. Customer may not bypass, disable, or circumvent any technical limitation, encryption, security, digital rights management or authentication mechanism in Advanced AI and Data Products.

1.10.2.7. 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.

1.10.3. **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).

2. **General Terms**

2.1. The general terms in this section apply to the Subscription Services identified in these Product-Specific Terms. In the event of any conflicts between these Product-Specific Terms and any other terms that govern Customer’s access and use of the Subscription Service and support for the Subscription Service, these Product-Specific Terms control.
ServiceNow may update these Product-Specific Terms from time to time, and by continuing to use the applicable Subscription Service(s) after any update, Customer agrees to be bound by the updated terms.

2.2. The Subscription Service may include code, features, or software that enable Customer’s Subscription Service to call or connect to third-party products or services (“Integrated Services”). Integrated Services are provided by, and subject to licenses granted by the third-party product or service provider or an open-source community, and ServiceNow is not a party to any such license terms. Customer may lose access to Integrated Services at any time, without notice. Any information Customer transmits using Integrated Services is subject solely to the applicable third party’s policies and procedures regarding storage, retention, and processing of data once outside the Subscription Service. No rights to third-party products or services are granted by these Product-Specific Terms. To the maximum extent permitted by law, ServiceNow disclaims, and makes no representations or warranties (express or implied), and has no liabilities or obligations (including to provide any refund, updates, or support) whatsoever regarding Integrated Services. SERVICENOW IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES (INCLUDING FOR LOSS OF DATA OR PROFITS) RELATED TO INTEGRATED SERVICES.

2.3. If Customer is using any of the products, features, or Subscription Service on behalf of the U.S. Government or other government organization (“Government Customer”) and these Product-Specific Terms fail to meet the government’s needs or are inconsistent in any respect with applicable law or government user contract terms, Customer must immediately discontinue its use of the applicable product, feature, or Subscription Service. If Customer is a Government Customer, Government Customer represents and warrants that it has accepted these Product-Specific Terms, and has capacity to bind the Government Customer. If the Government Customer user does not have authorization to bind the organization, or does not accept these Product-Specific Terms, then Government Customer must not (and has no right to) use the products, features, or Subscription Service. These Product-Specific Terms will control to the extent of any conflict with other terms of service applicable to usage of ServiceNow’s products, features, or Subscription Service. Government Customers are solely responsible to confirm with the agency’s Ethics Office or its authorized representative that acceptance and usage of the products, features, or Subscription Service is permissible.

2.4. If a Subscription Service identified in these Product-Specific Terms is provided to Customer prior to general commercial availability, Customer’s access and use of such Subscription Service will terminate on the earlier of: (i) the termination date specified by ServiceNow in a written communication provided to Customer (including via email), or (ii) the termination of the Agreement.