

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement (“**Agreement**”) is made between the ServiceNow entity (“**ServiceNow**”) and the customer entity (“**Customer**”) on the ordering document issued by ServiceNow 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 Use Authorizations, 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.

Pursuant to a separate transaction between Customer and ServiceNow’s authorized reseller (“**Reseller**”), Customer has purchased from Reseller certain products and services to be delivered by ServiceNow. This Agreement specifies the terms and conditions under which those services will be provided, apart from price, payment and other terms specified in the separate agreement between Customer and Reseller. Any claims for refunds or service credits from ServiceNow under this Agreement must be submitted to Reseller by Customer.

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. “**Ancillary Software**” means software licensed by ServiceNow to Customer that is typically deployed on Customer’s machines to enable access to and use of the Subscription Service. Ancillary Software may include or be provided with code licensed under third-party agreements, including open source software.
- 1.3. “**Claim**” means any third-party suit, claim, action, or demand.
- 1.4. “**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.
- 1.5. “**Customer Data**” means Customer’s electronic data that is uploaded by or for Customer or its agents, employees, or contractors, and processed in the Subscription Service, excluding ServiceNow Core Technology.
- 1.6. “**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 Subscription Service, excluding ServiceNow Core Technology.
- 1.7. “**Deliverable**” means anything created for Customer in performance of Professional Services other than Newly Created IP.
- 1.8. “**Documentation**” means the then-current ServiceNow documentation for the Subscription Service or Ancillary Software at <https://docs.servicenow.com>. Documentation includes solely technical program or interface documentation, user manuals, operating instructions, and release notes.
- 1.9. “**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.

- 1.10. **“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.
- 1.11. **“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. **“Use Authorization”** means a written document provided to Customer specifying the products and services purchased by Customer and the term and scope of their authorized use.
- 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 a Use Authorization.
- 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 a Use Authorization.
- 1.16. **“ServiceNow Core Technology”** means: (1) the Subscription Service, Ancillary 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. **“Subscription Service”** means the ServiceNow software-as-a-service offering ordered by Customer under a Use Authorization.
- 1.19. **“Subscription Term”** means the period of authorized access to and use of the Subscription Service, as set forth in a Use Authorization.

2. SERVICENOW RESPONSIBILITIES

- 2.1. **PROVISION OF THE SUBSCRIPTION SERVICE; COMPLIANCE WITH LAWS.** During the Subscription Term, ServiceNow will: (1) make the Subscription Service available to Customer pursuant to this Agreement, and (2) provide Customer Support, an Availability SLA, Upgrades and Updates, and ServiceNow’s Insurance Coverage disclosure as described in the Customer Support Addendum (“CSA”) at <https://www.servicenow.com/upgrade-schedules.html>; and (3) provide the Subscription Service 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 Subscription Service or Laws specific to Customer and its industry not otherwise applicable to ServiceNow).
- 2.2. **PROTECTION AND RETURN OF CUSTOMER DATA.** During the Subscription Term, ServiceNow will maintain a written Security Program that includes policies, procedures and controls aligned to ISO27001, or a substantially equivalent standard, that includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access as described in the data security addendum (“DSA”) at <https://www.servicenow.com/upgrade-schedules.html>. The terms of the data processing addendum at <https://www.servicenow.com/upgrade-schedules.html> (“DPA”) shall apply to ServiceNow’s Processing of Personal Data (as defined in the DPA). Upon written request by Customer within 45 days after termination or expiration of this Agreement (or termination or expiration of a Use Authorization), ServiceNow will provide any Customer Data in the Subscription Service to Customer in ServiceNow’s standard database export format at no additional charge. After such 45 day period, ServiceNow shall have no obligation to maintain or provide any Customer Data and will, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control, delete Customer’s instances of the Subscription Service, and upon written request, provide confirmation of such deletion.

2.3. UPDATES. The CSA, DSA and DPA in effect as of the date of the Use Authorization will apply to the Subscription Services specified on such Use Authorization. ServiceNow may update the CSA, the DSA and the DPA, however, in no event will any update be effective until the end of the applicable Subscription Term.

3. ACCESS AND USE RIGHTS; RESTRICTIONS; PROFESSIONAL SERVICES.

3.1. ACCESS AND USE RIGHTS. For each Subscription Term, ServiceNow grants the access and use rights in this Section 3 to the ServiceNow Core Technology described in the applicable Use Authorization.

3.1.1. SUBSCRIPTION SERVICE. ServiceNow authorizes Customer to access and use the Subscription Service during the Subscription Term in the applicable Use Authorization, solely for its internal business purposes in accordance with the Documentation.

3.1.2. ANCILLARY SOFTWARE. ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except under Section 11.1), non-exclusive, royalty-free license during the Subscription Term to install and execute Ancillary Software on Customer's machines, solely to facilitate Customer's authorized access to and use of the Subscription Service.

3.2. AFFILIATE ACCESS AND USE.

3.2.1. ACCESS THROUGH CUSTOMER. Customer may, at its option, provide access and use rights to the Subscription Service 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 Customer Affiliate will have the right to take any legal action against ServiceNow under this Agreement or any Use Authorization unless such Customer Affiliate has entered into a direct Use Authorization with ServiceNow.

3.3. RESTRICTIONS. With respect to the ServiceNow Core Technology, Customer will not (and will not permit others to): (1) use it in excess of contractual use limits (including as stated in a Use Authorization), or in a manner that circumvents use limits or technological access control measures; (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 a Use Authorization; (3) access 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 Subscription Service); (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) access or disable any ServiceNow or third-party data, software, or network (other than Customer's instance of the Subscription Service). Customer will notify ServiceNow at legalnotices@servicenow.com 30 days before it engages in any of the foregoing that it believes it may be entitled to and provide reasonably requested information to allow ServiceNow to assess Customer's claim. ServiceNow may, in its discretion, provide alternatives that reduce adverse impacts on ServiceNow's IPR or other rights.

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

4. ORDERING.

4.1. RESELLER ORDERS. Customer shall order products and services directly from Reseller pursuant to a separate agreement between Customer and Reseller to which ServiceNow is not a party. Reseller will provide Customer with a Use Authorization for each order which Customer will sign and return.

ServiceNow will have no obligation to provide products or services to Customer until it has received an executed Use Authorization. Reseller is not authorized to make any changes to this Agreement (including any Use Authorizations) or bind ServiceNow to any additional or different terms or conditions. Customer may place new orders directly through Reseller or ServiceNow, provided that if Customer places an order directly with ServiceNow, Customer must sign an addendum to this Agreement setting forth ordering and payment terms between Customer and ServiceNow.

- 4.2. **USE VERIFICATION.** ServiceNow may remotely review the scope of Customer's use of the Subscription Service, and on ServiceNow or Reseller's written request, Customer will provide reasonable assistance to verify Customer's compliance with the Agreement with respect to access to and use of the Subscription Service. If ServiceNow determines that Customer has exceeded its permitted access and use rights to the Subscription Service, ServiceNow will notify Customer and Customer will, within 30 days, either: (1) disable any unpermitted use; or (2) purchase additional subscriptions commensurate with Customer's actual use. If Customer fails to regain compliance within such thirty 30-day period ServiceNow may suspend Customer's use of the Subscription Service or terminate this Agreement for cause in accordance with Section 10, in addition to any other available rights or remedies.

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 or to which Customer is given access has been licensed, not sold, even if, for convenience, ServiceNow uses words such as "sale" or "purchase" in Use Authorizations 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 Subscription Service.
- 5.3. **FEEDBACK.** If Customer provides suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Subscription Service (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 Subscription Service under this Agreement during the applicable Subscription 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) during the Subscription Term, Customer's production instance of the Subscription Service 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. SUBSCRIPTION SERVICE. If any non-conformity to the Product Overview (excluding any non-conformity caused by a modification to the Subscription Service made by Customer or a third-party acting at Customer's direction), persists without relief more than 30 days after Customer's notice of the non-conformity, then Customer may terminate the affected Subscription Service immediately on written notice of termination, and as Customer's exclusive remedy ServiceNow will refund to Customer any prepaid subscription fees covering the remainder of the applicable Subscription Term for the non-conforming Subscription Service 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 Subscription Service: (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. Provisions for return of Customer Data are in Section 2.2.

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 Customer Affiliates, 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 Subscription Service or ServiceNow Core Technology; (3) replace Customer’s access to or use of the applicable Subscription Service 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 access to and use of the affected Subscription Service on 60-days’ prior notice and refund any prepaid subscription fees covering that part of the applicable Subscription Term for such Subscription Service 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 access or use; (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. ServiceNow shall have no liability for any refund that, in accordance with the terms of this Agreement, is to be paid by Reseller. 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 Use Authorizations 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 a Use Authorization or SOW on notice if the other party materially breaches this Agreement or the applicable Use Authorization 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 Subscription Service and are not required for use of the Subscription Service. A party's breach of its Professional Services obligations will not by itself constitute a breach by that party of its Subscription Service obligations, even if the services are enumerated in the same Use Authorization.
- 10.2. **SUBSCRIPTION SERVICE.** On termination of a Use Authorization or expiration of a Subscription Term, Customer will stop accessing and using, and ServiceNow will stop providing, the Subscription Service and all related rights granted to Customer in this Agreement 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 covering the remainder of the Subscription Term for the affected Subscription Service, 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 for the Subscription Term applicable to the terminated Use Authorization, regardless of the due dates in the Use Authorization.
- 10.3. **SURVIVAL.** Sections 3.3 (Restrictions), 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 Subscription Service is subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Subscription Service (“Export Laws”). Customer agrees to comply with Export Laws that apply to Customer’s use of the Subscription Service. Without limiting the foregoing, Customer agrees it will not: (1) export, re-export, transfer, or otherwise use the Subscription Service 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 Subscription Service 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 Subscription Service 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 Use Authorization 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.** 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 Use Authorization with ServiceNow Nederland B.V., then “the Netherlands” provisions apply; (b) if Customer is executing its Use Authorization with ServiceNow UK Ltd., then the “United Kingdom” provisions apply; and (c) if Customer is executing its Use Authorization with ServiceNow Australia Pty Ltd, then the “Australia” provisions apply; (d) if Customer is executing its Use Authorization with ServiceNow Brasil Gerenciamento de Serviços Ltda., then the “Brazil” provisions apply; and (e) if Customer is executing its Use Authorization with ServiceNow Japan G.K., then the “Japan” provisions apply.
- 11.11. CONSTRUCTION.** ServiceNow may provide Subscription Service 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.

THE NETHERLANDS

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

If Customer is executing its Use Authorization with ServiceNow Nederland B.V., 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 Ireland. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any court of competent jurisdiction in Dublin, Ireland 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 Use Authorization 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 Use Authorization 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 in New South Wales, Australia to protect its IPR.

BRAZIL

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

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.

JAPAN

If Customer is executing its Use Authorization with ServiceNow Japan G.K., the following changes apply:

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 Japan. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any court of competent jurisdiction in Tokyo, Japan, 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 intellectual property rights and/or Confidential Information.