

ServiceNow Sweagle Addendum

This ServiceNow Sweagle Addendum ("**Sweagle Addendum**") is made between the ServiceNow entity ("**ServiceNow**") and the customer entity ("**Customer**") each as identified on the ordering document ("**Order Form**") issued by ServiceNow and becomes effective on the last signature date on the Order Form ("**Effective Date**"). This Sweagle Addendum modifies the terms and conditions of the Agreement (as defined below) for the Sweagle Product (as defined below) identified on the Order Form. In the event of any inconsistency or conflict between this Sweagle Addendum and the Agreement or the Order Form, the terms and conditions of this Sweagle Addendum shall control with respect to the Sweagle Product unless otherwise expressly specified herein. Unless otherwise specified below, all capitalized terms defined herein shall have the same meaning as set forth in the Agreement. This Sweagle Addendum only applies to the Sweagle Product and does not apply to other products and services specified on the Order Form (if any).

1. **DEFINITIONS.**

- A. "**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>.
- B. All references in the Agreement to "**Subscription Service(s)**" are modified to include the Sweagle Product unless otherwise specified in this Sweagle Addendum.
- C. All references in the Agreement to "**ServiceNow Core Technology**" are modified to include the (a) Sweagle Products and technology and methodologies (including, without limitation, 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/or Sweagle; and (b) updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals.
- D. All references in the Agreement to "**Customer Data**" are modified to include the electronic data uploaded by or for Customer or Customer's agents, employees, or contractors and processed in the Sweagle Product, excluding ServiceNow Core Technology.
- E. All references in the Agreement to the "**Product Overview**" are modified to refer to the Sweagle Product description and its functionalities as described below in this Sweagle Addendum.
- F. "**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.
- G. "**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.
- H. "**Sweagle Product**" means the Sweagle software as a service offering ordered by Customer under a ServiceNow Order Form.
- I. "**Subscription Term**" means the period of authorized access to and use of the Sweagle Product, as set forth in an Order Form.

- 2. **SWEAGLE PRODUCT AND PRODUCT OVERVIEW.** During the Subscription Term, Customer agrees that ServiceNow may transition delivery of the Sweagle Product from the then-current cloud service provider to ServiceNow's own cloud infrastructure. The Product Overview for the Sweagle Product is specified on the applicable Order Form or, in the absence thereof, is:

“Sweagle Configuration Data Management (SCDM) provides the capability to collect, validate, and manage the full lifecycle of configuration data in a consolidated data model.” In the event of any inconsistencies or conflicts, the Product Overview on the Order Form shall govern for the Sweagle Product. Except for the Product Overview for the Sweagle Product, all other warranty disclaimers and limitations specified in the Agreement shall continue to apply.

3. PROTECTION OF CUSTOMER DATA AND DATA SECURITY.

3.1 During the Subscription Term, a description of the data security provisions for the Sweagle Product is specified in the then-current ServiceNow Sweagle Security Guide, attached hereto or posted on <https://www.servicenow.com/upgrade-schedules.html> and incorporated herein by this reference. The Sweagle Security Guide replaces and supersedes all terms and conditions related to data security in the existing Agreement as it relates to the Sweagle Product. The ServiceNow Sweagle Security Guide in effect as of the date of the applicable Order Form will apply to the Subscription Services for the Sweagle Products specified on such Order Form. ServiceNow may update the ServiceNow Sweagle Security Guide, however, in no event will any update be effective until the end of the applicable Subscription Term.

3.2 During the Subscription Term, references to the “Data Security Addendum” or “DSA” or “Data Security Guide” or “DSG” (collectively, the “**DSA**”) in the Data Processing Agreement (“**DPA**”) shall instead refer to the ServiceNow Sweagle Security Guide described in Section 3.1 above, except as modified as follows:

- a. Reference to Section 3 (Physical, Technical and Organizational Security Measures) in the DPA shall refer to Section 2 (Physical, Technical and Administrative Security Measures) in the ServiceNow Sweagle Security Guide.
- b. All references in the DPA regarding breach or Breach notifications (as defined in the DSA) shall be replaced with the following: “ServiceNow will report to Customer any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data without undue delay following determination by ServiceNow that a Breach has occurred.”

3.3 Notwithstanding anything to the contrary in the DPA, ServiceNow Inc., ServiceNow Nederland B.V., ServiceNow Australia Pty Ltd, ServiceNow Software Development India Private Limited, ServiceNow UK Ltd, ServiceNow Ireland Limited, ServiceNow Japan G.K, Google LLC, Google Commerce Limited, Google Ireland Limited, Google Asia Pacific Pte. Ltd., MongoDB, Inc., MongoDB Limited, Aiven Ltd. (and any further sub-processors appointed by such cloud service providers) are added to the list of pre-approved sub-processors between ServiceNow and Customer for the Sweagle Product.

4. **CUSTOMER SUPPORT.** During the Subscription Term, ServiceNow will: (1) make the Subscription Service for the Sweagle Product available to Customer pursuant to this Sweagle Addendum, and (2) provide Customer Support, an Availability SLA, Updates, and ServiceNow’s Insurance Coverage disclosure as described in the ServiceNow Sweagle Customer Support Exhibit, attached hereto and incorporated herein by this reference; 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). The Sweagle Customer Support Exhibit replaces and supersedes all terms and

conditions related to SLAs, upgrades, updates and other support terms in the existing Agreement as it relates to the Sweagle Products.

5. **OTHER TERMS.** The following terms in the Agreement, if any, shall not apply to the Sweagle Product, including without limitation: (i) commitment from ServiceNow to provide Customer with an audit of any kind; (ii) commitment to not subcontract its services; (iii) commitment to provide U.S citizen on U.S. soil support; (iv) terms related to use of ServiceNow Access Control Plug-In; (v) offer to Customer to stay on a particular version of the Subscription Service; (vi) terms that relate to the ServiceNow infrastructure network, hardware or software used by ServiceNow to operate and deliver the subscription service (such as ServiceNow advanced high availability RTO and RPO service level targets); (vii) service levels or service credits that conflict or are inconsistent with ServiceNow Sweagle Customer Support Exhibit, and (viii) pricing commitments.

SERVICENOW SWEAGLE CUSTOMER SUPPORT EXHIBIT

All capitalized terms not defined in this ServiceNow Sweagle Customer Support Exhibit will have the meaning given to them in other parts of the Sweagle Addendum.

1. CUSTOMER SUPPORT

1.1. SCOPE. Customer support is provided to resolve defects causing a nonconformity in the Sweagle Product as compared to the Product Overview (“**Customer Support**”). A resolution to a defect may consist of a fix, workaround, or other relief, as ServiceNow deems reasonable. Customer Support does not include performing the following:

- implementation, configuration, integration or customization services;
- training or assistance with administrative functions;
- resolving immaterial defects;
- resolving defects due to modifications of the Sweagle Product made by any person other than ServiceNow or a person acting at ServiceNow's direction; or
- resolving defects on any instance that includes the Sweagle Product not in conformance with Section 3 (Updates).

1.2. CUSTOMER SUPPORT ACCESS. Customer Support is available Monday through Friday, excluding local holidays, 7:00AM to 7:00PM Local Time via the support portal <https://support.servicenow.com/now> (“**Support Portal**”). Local Time for access to Customer Support means the designated Customer Support window when ServiceNow technical Support personnel will be addressing Customer's cases for the purposes of the Target Level of Effort. ServiceNow will provide visibility to Customer to Local Time within the Support Portal.

1.3. CASE PRIORITY; RESPONSE TIME; LEVEL OF EFFORT:

Priority	Definition	Target Response Times	Target Level of Effort
P1	Any defect that causes an instance running the Sweagle product not to be accessible by authorized users.	60 minutes	Continuously, 24 hours per day, 7 days per week
P2	Any defect that causes a critical function to fail.	4 hours	As appropriate, Monday through Friday, 7AM to 7PM Local Time
P3	Any defect that significantly impedes work or progress.	3 business days	As appropriate, Monday through Friday, 7AM to 7PM Local Time
P4	Any defect that does not significantly impede work or progress.	4 business days	As appropriate, Monday through Friday, 7AM to 7PM Local Time

1.4. CUSTOMER RESPONSIBILITIES.

1.4.1 Customer will receive from ServiceNow communications via email, phone, or through the Support Portal regarding the Sweagle Product and acknowledges that access to the Support Portal may require multi-factor authentication by Customer.

1.4.2 Customer will appoint a reasonable number of contacts ("**Customer Authorized Contacts**") to engage Customer Support for questions and technical issues and Customer must maintain current contact information for the following authorized contacts in the Support Portal who have been trained to administer the Sweagle Product:

- Primary Business Contact;
- Secondary Business Contact;
- Technical Contact;
- Support Contact;
- Primary Customer Administrator; and
- Security Contact.

1.5. EXCLUSIONS

1.5.1. Notwithstanding anything herein, the Target Response Times and Priority levels set forth above shall not modify security or privacy breach notification as set forth in the data security, data privacy and processing, or other applicable terms in the Sweagle Addendum.

1.5.2. Customer shall be responsible for making appropriate personnel, including Customer's Security Contact, available continuously as needed in the event of a breach as set forth in the data security, data privacy and processing, or other applicable terms in the Sweagle Addendum.

2. AVAILABILITY SLA

If Customer's production instance running the Sweagle Product is Available less than 99.5% during a calendar month, Customer's exclusive remedy is to request ServiceNow issue a service credit ("**Service Credit**") to Customer for the dollar value of the number of minutes the Sweagle Product was not Available in the month. Service Credits are determined at the deemed per-minute rate ServiceNow charges to Customer for Customer's use of the affected Sweagle Product. Customer may request ServiceNow apply a Service Credit to the next invoice for subscription fees. Customer must request all Service Credits in writing to ServiceNow within 30 days of the end of the month in which the Availability SLA was not met. ServiceNow may delay issuing service credits until such amounts reach \$1,000 USD or equivalent currency specified in the applicable Order Form.

"**Available**" means the production instance running the Sweagle Product can be accessed by authorized users during a calendar month, excluding Excused Downtime.

"**Excused Downtime**" means: **(a)** Maintenance Time; and **(b)** any time the Sweagle Product is not Available due to circumstances beyond ServiceNow's control, including modifications of the Sweagle Product by any person other than ServiceNow or a person acting at ServiceNow's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including direct connectivity and virtual private network ("**VPN**") connectivity to the

Subscription Service for the Sweagle Product), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks.

"Infrastructure Modification" means repairs, maintenance, improvements, or changes to the cloud infrastructure used by ServiceNow to operate and deliver the Sweagle Product. ServiceNow will give Customer 10 days' prior notice of an Infrastructure Modification if ServiceNow, in its reasonable judgment, believes that the Infrastructure Modification will impact Customer's use of its production instances of the Sweagle Product, unless, in the reasonable judgment of ServiceNow, the Infrastructure Modification is necessary to: **(a)** maintain the availability, security, or performance of the Sweagle Product; **(b)** comply with Law; or **(c)** avoid infringement or misappropriation of third-party IPR.

"Maintenance Time" means the time the Sweagle Product is not Available due to an Infrastructure Modification or Update.

3. UPDATES

"Updates" are ServiceNow's releases (including patches and hotfixes) of the Sweagle Product applied by ServiceNow to Customer's instances running the Sweagle Product as part of the Subscription Service at no additional fee during the Subscription Term that provide problem fixes or other changes, but do not generally include new functionality. ServiceNow may provide new functionality as different software or service for a separate fee. ServiceNow determines whether and when to develop, release, and apply any Update to Customer's instances of the Subscription Service. ServiceNow shall use reasonable efforts to give Customer 10 days' prior notice of any Update or repairs, maintenance, improvements, or changes to the cloud infrastructure used by ServiceNow to operate and deliver the Subscription Services on the Sweagle Products. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Update if, in the reasonable judgment of ServiceNow it is necessary to: (i) maintain the availability, security, or performance of the Subscription Service; (ii) comply with Law; or (iii) avoid infringement or misappropriation of any third-party IPR. ServiceNow is not responsible for defects on any instance running the Sweagle Products in connection with the Subscription Service not in conformance with this Section 3.

4. INSURANCE COVERAGE

4.1. Workers' Compensation Insurance, in accordance with applicable statutory, federal, and other legal requirements;

4.2. Employers' Liability Insurance covering ServiceNow's employees in an amount of not less than \$1,000,000 for bodily injury by accident and \$1,000,000 per employee for bodily injury by disease;

4.3. Commercial General Liability Insurance written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, and advertising injury arising out of the products or services provided by ServiceNow under this Addendum, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate;

4.4. Commercial Automobile Liability Insurance providing coverage for hired and non-owned automobiles used in connection with this Addendum in an amount not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage;

4.5. Combined Technology Errors' & Omissions Policy with a \$5,000,000 per claim limit, including: **(a)** Professional Liability Insurance providing coverage for the services and software in this Addendum (which coverage will be maintained for at least two years after termination of this Agreement); and **(b)** Privacy, Security, and Media Liability Insurance providing liability coverage for unauthorized access or disclosure, security breaches, and system attacks, as well as infringements of copyright and trademark that might result from this Addendum; and

4.6. Excess Liability over Employers' Liability, Commercial General Liability, and Commercial Automobile Liability, with a \$5,000,000 aggregate limit.

For the purpose of this Section 4, a "claim" means a written demand for money or a civil proceeding that is commenced by service of a complaint or similar pleading.