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Software Spend Detection and Software Asset Management Content Service Addendum

THIS ADDENDUM ("**Addendum**") pertains only to the use of the Software Spend Detection Application and Software Asset Management Content Service and is incorporated into the applicable ServiceNow terms of use governing Customer's purchase for the Subscription Term, which may be an ordering document, "Agreement" as defined in the ordering document, or Subscription Terms of Service, as applicable ("Agreement").

DEFINITIONS

"Confidential Information", for purposes of this Addendum, includes, without limitation, the trade secrets and other confidential information of Customer which is not generally known to the public, or which is generated or collected by or utilized in the operations of the Customer and other information that, due to the nature of the information or circumstances of disclosure, a party would understand it to be confidential information.

"Financial Transaction Data" means all data imported into the transactions tables in the Software Spend Detection Application.

"Personal Data", for purposes of this Addendum, means any sensitive data, including credit card numbers, social security and other government-issued identification numbers, financial and health information, any personal data deemed sensitive or "special categories of personal data" under data protection laws, and any other information that relates to an identified or identifiable living individual.

"Prediction Field Data" shall mean the Financial Transaction Data in the following fields:

- **Vendor Name**
- **Description**
- **GL Account (or "expense category")**

"Software Asset Management Content Service" shall mean ServiceNow's service which includes: (a) functionality of the Software Spend Detection Application; and (b) functionality for improving the accuracy of the Software Spend Detection Application's predictions and the Subscription Service.

"Software Spend Detection Application" shall mean a ServiceNow service which provides functionality for analyzing Prediction Field Data and returning the results of such analysis to Customer.

TERMS OF USE FOR SOFTWARE SPEND DETECTION APPLICATION

Customer acknowledges and agrees on behalf of itself and its users that by using the Software Spend Detection Application, Customer's Prediction Field Data will be transferred outside of Customer's ServiceNow instance to a centralized ServiceNow environment, provided that such centralized ServiceNow environment will be hosted in the same ServiceNow data center region as Customer's originating ServiceNow instance. Any Prediction Field Data sent to ServiceNow will be used to make predictions that will be returned to Customer's instance.

Customer is solely responsible for removing any Personal Data or Confidential Information in the Prediction Field Data prior to sending the data to ServiceNow. Notwithstanding anything to the contrary herein or in the Agreement, Customer, and if applicable Reseller, acknowledges and agrees that ServiceNow will not be liable for any damages arising from Customer's failure to remove Personal Data or Confidential Information from the Prediction Field Data.

ADDITIONAL TERMS OF USE FOR SOFTWARE ASSET MANAGEMENT CONTENT SERVICE FOR SOFTWARE SPEND DETECTION APPLICATION

In addition to the Terms of Use for Software Spend Detection Application described above, Customer may elect to activate the Software Asset Management Content Service. By activating the Software Asset Management Content Service in the Software Spend Detection Application, Customer agrees on behalf of itself and its users that, Customer's Prediction Field Data will be transferred outside of Customer's ServiceNow instance to the Software Asset Management Content Service in a centralized ServiceNowenvironment, which may be hosted outside the ServiceNow data center where Customer's originating ServiceNow instance is hosted to further improve the Software Spend Detection Application. Notwithstanding anything to the contrary in any agreement between ServiceNow, and if applicable Reseller,, and Customer, Customer authorizes ServiceNow to retain, use and store Customer's Prediction Field Data to improve the Subscription Service beyond the Subscription Term.