SERVICENOW THIRD PARTY HOSTED PRODUCT ADDENDUM

This addendum ("Addendum"), made between the ServiceNow entity ("ServiceNow") and the customer entity ("Customer") identified on the ordering document ("Order Form") sets forth the terms for Customer’s use of the subscription products set forth in the Order Form that use data hosting provided by third-party Sub-Processors ("3rd Party Hosted Products"). For Customer’s use of 3rd Party Hosted Products, references in the Agreement to the Subscription Service are modified to refer to the 3rd Party Hosted Products. For the 3rd Party Hosted Products the following provisions replace or supplement the equivalent provisions of the Agreement. If there is any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum control with respect to the 3rd Party Hosted Products. All capitalized terms not defined in this Addendum have the meaning given to them in the Agreement.

1. Notwithstanding anything to the contrary in the DPA or any other data processing agreement or related terms between Customer and ServiceNow, in addition to the Sub-Processors for the General Subscription Service specified at https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/servicenow-sub-processors.pdf, Microsoft Corporation (and any further sub-processors appointed by Microsoft) shall be added to the list Sub-Processors for purposes of providing the 3rd Party Hosted Products.

2. Customer acknowledges that, for purposes of providing Customer access to certain Subscription Service components and the 3rd Party Hosted Products, Customer Data will be transferred between ServiceNow’s infrastructure, which may include a ServiceNow centralized environment, and the hosting provided by the third-party Sub-Processors contemplated herein. Customer Data processed pursuant to the foregoing may be processed in a different data center region from Customer’s originating instance.

3. Certain aspects of the Subscription Service may not be available via the 3rd Party Hosted Products. The following terms in the Agreement or Order Form shall not apply to the 3rd Party Hosted Products: (i) commitments with respect to data residency, restricted environments, including FedRAMP, NSC DOD IL5, Australia IRAP Protected, Singapore Azure, to Self-hosted customers, or to other restricted environments, (ii) commitments with respect to Customers who opt-in to region-specific Support offerings, including the ServiceNow Protected Platform for the European Union; and (iii) offerings not originating on the ServiceNow Platform, including the ServiceNow Cloud Observability Service.

4. When Customer Data is hosted in the 3rd Party Hosted Products, the relevant terms set forth in the Agreement pertaining to ServiceNow security and data protection program shall apply, except for those generally relating to certifications and attestations as pertaining to the Subscription Service, audits, provided that ServiceNow shall make available such documentation made available by such Sub-Processor to ServiceNow for such purpose to Customer upon request, and certifications for deletion of Customer Data.

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