

GENERAL TERMS AND CONDITIONS – PRODUCTS AND SERVICES

These General Terms and Conditions (“GTCs”) shall govern vendor’s (“Vendor”) sale of Products and/or Services to ServiceNow, Inc. (“ServiceNow”) and by executing an Ordering Document with ServiceNow and/or its Affiliates that incorporates these GTCs by reference, Vendor represents and warrants that it has read, accepts, and agrees to be bound by these GTCs and Vendor has the authority to enter into the Agreement personally or on behalf of the company and to bind that entity to the Agreement. ServiceNow and Vendor may be referred to individually as “Party” or collectively as “Parties”.

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 legal power to control the election of a majority of the board of directors or otherwise direct or cause the direction of the general management of the company, partnership or other legal entity.

1.2 **“Agreement”** means these GTCs, any applicable Ordering Documents (defined below), any data protection addendum, any applicable purchase orders, or any other addendum, attachment, or amendment.

1.3 **“Confidential Information”** means any and all information whether in written, oral, visual, electronic or any other form, and whether or not labeled as confidential, that the receiving Party should reasonably understand to be confidential based on the nature of the information or circumstances of disclosure and that has been or will be provided by either Party to the other Party. Confidential Information includes without limitation license pricing, business and marketing plans, financial data, compiled databases, computer software, ideas, concepts, prototypes and any other matters relating to the products, technical information or business of the disclosing Party. All ServiceNow Materials, Deliverables, ServiceNow Data, and personal data is Confidential Information of ServiceNow for purposes of this Agreement. Confidential Information does not, however, include any information which the receiving Party can show: (a) was already in its lawful possession prior to receipt of the same from the disclosing Party; (b) has become publicly known or otherwise generally available to the public through no action or fault of the receiving Party; (c) was received without restriction from a third party that, to the knowledge of the receiving Party, was not under, and did not impose, any confidentiality obligation; or (d) was independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.

1.4 **“ServiceNow Data”** means all ServiceNow data, including ServiceNow’s Confidential Information and data, processed by Vendor on Vendor-managed systems.

1.5 **“Data Protection Laws”** means all applicable laws and regulations regarding the processing of personal data.

1.6 **“Deliverables”** means Services, Products, and other deliverables as specified in an Ordering Document to be delivered to ServiceNow and all works of authorship, designs, discoveries, inventions (whether patentable), products, computer programs, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived or developed by Vendor alone or with others as a result of its performance under this Agreement.

1.7 **“Force Majeure Event”** means an act of God, war or similar hostilities, actual, threatened terrorist activity, disaster, fire, strikes, threat of strikes, lockouts or labor disputes (except strikes, threat of strikes, lockouts or labor disputes involving the Party attempting to invoke this provision), civil disorder, government authority or

regulation including, travel advisories or meeting or gathering restrictions due to a health and safety alert related to a disease or virus outbreak, epidemic, or pandemic, or any other similar or dissimilar cause beyond the reasonable control of the Parties making it commercially impractical, illegal, impossible, or which materially affects a Party's ability to perform under this Agreement.

1.8 **"Intellectual Property"** means all current and future copyrights, trademarks, trade names, logos, service marks, trade secrets, patents, utility models, design rights, know-how and applications, moral rights, database rights, contract rights, and other proprietary rights now or hereafter recognized by the laws of any jurisdiction or country, and any applications, registrations, reissues and renewals of the same, throughout the world.

1.9 **"Open-Source Software"** means individual software components for which the source code is made generally available and that are licensed under the terms of various published open-source software license agreements or copyright notices accompanying such software components.

1.10 **"Ordering Document"** means any written document, including statements of work, order forms, and purchase orders, that includes a description of the Products and/or Services; milestone(s) for delivery or performance; delivery date(s); and any special terms.

1.11 **"Products"** means tangible items to be delivered to ServiceNow as specified in an Ordering Document or other relevant document.

1.12 **"Security Incident"** has the meaning assigned by the applicable Data Protection Laws to the terms "cybersecurity event," "personal data breach," "security breach," "security incident," and other similar terms but includes, at a minimum, any situation where Vendor breaches its obligations set forth in any data security exhibit that may be attached or where Vendor knows, discovers, is notified of, or suspects that a ServiceNow network, platform or information system or the data stored, generated, used or processed thereon have been or are likely to have been accessed, disclosed, destroyed, acquired, altered, lost or used by unauthorized persons, in an unauthorized manner or in violation of this Agreement or applicable Data Protection Laws.

1.13 **"ServiceNow Materials"** means any and all artwork, graphics, notes, designs, techniques, photographs, images, sound recordings, software programs, software source code, software object code, laptops, mobile devices, websites, documents, brochures, manuals, information, materials, inventions, mask works, processes, formulas, works of authorship, data programs, know-how, improvements, discoveries, developments, derivative works thereof, any other works that may be protected as Intellectual Property rights and ideas that may be protected by trade secret law, that are solely or jointly conceived, made, reduced to practice, learned, or obtained by Vendor that result from the provision of the Services or creation of the Deliverables, or that Vendor receives from ServiceNow.

1.14 **"Services"** means services provided to ServiceNow pursuant to this Agreement in accordance with the milestones, performance objectives, and deliverables stated in each Ordering Document.

1.15 **"Taxes"** means all applicable foreign, U.S. federal and state, local, municipal, and other taxes, fees, or costs not based on ServiceNow's net income or capital, including without limitation any sales of Products and services, excise, value added, withholding, import/export, social security, unemployment and similar taxes, and any fees, penalties and interest associated with any of the foregoing.

1.16 **"Third-Party Technology"** means Open-Source Software, works of authorship, designs, discoveries, inventions (whether or not patentable), products, computer programs, procedures, improvements,

developments, drawings, notes, documents, information and other materials licensed or obtained by Vendor from third parties.

1.17 **“Vendor Materials”** means Intellectual Property, business information, processes or procedures or any other materials used, created or developed by Vendor in the general conduct of its business, prior to or independently from this Agreement, without the use of ServiceNow’s Confidential Information or ServiceNow Materials, including, without limitation, documents, designs, formats, routines, proprietary research tools, databases of information and specialized database applications, software applications, computer programming and/or coding, and all enhancements made by Vendor. Vendor Materials do not include Deliverables.

2. PROVISION OF PRODUCTS AND SERVICES

2.1 **Request.** ServiceNow will request Vendor to provide certain Products and/or Services to ServiceNow as set forth in an Ordering Document. ServiceNow Affiliates may purchase Products and/or Services under the terms of this Agreement by executing an Ordering Document with Vendor or any Vendor Affiliate, and any reference to ServiceNow or Vendor within this Agreement shall mean such ServiceNow Affiliate or Vendor Affiliate, respectively, for the purposes of the applicable Ordering Document.

2.2 **Performance.** Unless otherwise stated in an Ordering Document, Vendor agrees to provide any equipment, tools or other materials required to complete the Services and create and deliver the Products at its own expense and without reimbursement. To the extent the Ordering Document requires ServiceNow to make its facilities and equipment available to Vendor, Vendor will use reasonable efforts to ensure no damage or injury results to such facilities or equipment or to any individual as a result of such use.

2.3 **Records; Audits.** Vendor must maintain complete and accurate records relating to the Products and/or Services, including records of times spent and materials used by Vendor in providing the Services. Within ten (10) days of written request, Vendor must make available to ServiceNow all information necessary to demonstrate compliance with its obligations under this Agreement or any applicable Ordering Document, including any service level agreement or similar provisions attached thereto or referenced therein. Upon at least thirty (30) days prior written notice, ServiceNow or a third-party auditing firm may audit Vendor’s performance of Services to assess whether Vendor is in compliance with the terms of this Agreement. Any such audit will be conducted during regular business hours at Vendor’s facilities and will not unreasonably interfere with Vendor’s business activities. Vendor will provide ServiceNow with access to the relevant Vendor records and facilities.

2.4 **Delivery; Risk of Loss.** Time is of the essence, and if delivery of Products or provision of Services is not complete by the time stated in the applicable Ordering Document, ServiceNow reserves the right to terminate this Agreement and/or any applicable Ordering Document, and to procure substitute Deliverables elsewhere. Vendor must pay ServiceNow for reasonable and direct losses and expenses incurred by ServiceNow for procuring substitute Deliverables. Until accepted by ServiceNow, Vendor bears all risk of loss and damage, unless such loss or damage results solely from ServiceNow’s gross negligence. Any freight costs shall be charged at cost without any additional mark-up or fees.

2.5 **Acceptance.** If any component of the Deliverables is not reasonably satisfactory to ServiceNow, Vendor will use commercially reasonable efforts to conform such Deliverables to ServiceNow’s requirements set forth in the Ordering Document at no additional cost. If Vendor fails to conform the Deliverables within thirty (30) days following notification that it is not acceptable, ServiceNow may terminate the applicable Ordering Document upon written notice without liability to Vendor for such termination and will be refunded any pre-paid fees pro-rated for the remainder of the term of such Ordering Document.

3. FINANCIAL TERMS

3.1 Payment. As sole compensation for the Products and/or Services, ServiceNow will pay Vendor the rates and fees stated in the applicable Ordering Document. Vendor will receive no royalty or other remuneration from ServiceNow on the production or distribution of any products developed by ServiceNow or by Vendor in connection with or based upon the Services.

3.2 Expenses. Any expenses incurred by Vendor in performing the Services and/or delivering the Products will be the sole responsibility of Vendor. However, ServiceNow will reimburse Vendor for any reasonable, travel and related expenses so long as such travel and related expenses are pre-approved in writing and appropriately documented, specified in the applicable Ordering Document and incurred in accordance with ServiceNow's travel and expense policies.

3.3 Invoices. Unless otherwise set forth in the applicable Ordering Document, Vendor must invoice ServiceNow on a monthly basis, in arrears, for the Services performed. ServiceNow must pay each such invoice (excluding amounts that are the subject of a good faith dispute) Net 60 after its receipt, or Net 20 days after its receipt in the event Vendor is enrolled to receive payments through ServiceNow's V-Card program. At ServiceNow's sole discretion, ServiceNow may require Vendor to enroll and utilize a selected third-party electronic payment system. Invoices must be submitted within forty-five (45) days after complete performance of Services, unless otherwise stated on applicable Ordering Documents.

3.4 Taxes. The amounts to be paid to Vendor do not include any Taxes. ServiceNow is not liable for any Taxes Vendor is legally obligated to pay, including net income or gross receipts taxes, franchise taxes, and property taxes. ServiceNow will pay Vendor any sales, use, or value-added taxes it owes under this Agreement that Vendor is legally obligated to collect from ServiceNow. Vendor will not collect any taxes from ServiceNow that are covered under a valid exemption certificate. If ServiceNow is required to withhold taxes from Vendor, ServiceNow may do so and pay them to the appropriate taxing authority. In such case, ServiceNow must deliver an official tax receipt to Vendor and use reasonable efforts to minimize any taxes withheld to the extent legally allowed.

4. VENDOR OBLIGATIONS

4.1 Independent Contractor. Vendor is an independent contractor and is not an agent or employee of and has no authority to bind ServiceNow by contract or otherwise. Vendor must perform under the general direction of ServiceNow, but Vendor must determine, in Vendor's sole discretion, the manner and means by which performance is accomplished.

4.2 Employment Taxes and Benefits. Vendor bears sole responsibility for payment of compensation and for provision of any benefits to its personnel, including, for purposes of this paragraph, full-time, part-time, regular and contract employees. Vendor must pay and report all applicable taxes and unemployment insurance. Vendor must defend, indemnify and hold ServiceNow harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed on ServiceNow to pay any taxes (including penalties and interest), social security, unemployment or disability insurance, penalties, or similar items incurred by ServiceNow in connection with compensation received by Vendor pursuant to this Agreement. Neither Vendor nor its employees will be eligible for or will be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions by ServiceNow pertaining to any bonus, stock option, profit sharing, insurance or similar benefit.

4.3 Vendor Personnel. Subject to applicable law, Vendor agrees to complete, in accordance with the ServiceNow Global Background Check Requirements Acknowledgement and Attestation form: (a) a background

check for any Vendor Personnel who: (i) will be on ServiceNow's premises on a persistent basis; (ii) will have access during the course of performing any Services to ServiceNow's systems, restricted information or restricted data (i.e., information or data not intended for circulation outside of ServiceNow (e.g., unpublished financial information)); or (iii) otherwise is receiving or will have access to ServiceNow's customers' data or customer's confidential information; and (b) a drug screen for any Vendor personnel who will have access to ServiceNow's federal customers' data. No Vendor Personnel who have failed any element of either the background check or drug screen may perform any Services. To the extent that any of Vendor's responsibilities under this Agreement and an applicable Ordering Document require access to ServiceNow's systems or ServiceNow's customers' data, such access is only permitted through a ServiceNow-issued laptop or virtual desktop unless otherwise permitted in an Ordering Document. Vendor Personnel who require such access will be provided with login credentials which are unique to each person and may not be shared with anyone. Any attempted access through any other means, including another person's login credentials is prohibited and will constitute a material breach of this Agreement. Vendor must immediately notify ServiceNow in the event any Vendor Personnel assigned to ServiceNow are terminated, reassigned or otherwise no longer require access to ServiceNow's systems or ServiceNow's customers' data.

4.4 Compliance with Laws. ServiceNow is an equal employment opportunity employer and a government contractor. Vendor agrees that the following clauses from the Code of Federal Regulations shall apply to this Agreement to the extent applicable and are incorporated herein by reference: the Equal Employment Opportunity Clause of Section 202 of Executive Order 11246 (41 CFR 60-1.4(a), (including the Pay Transparency Non-Discrimination Clause), the Equal Employment Opportunity Clause for Workers with Disabilities (41 CFR 741.5(a)), the Equal Opportunity Clause for Disabled Veterans, Recently Separated Veterans, Active Duty Wartime or Campaign Badge Veterans and Armed Forces Service Medal Veterans (41 CFR 60-300.5(a)), the Notice Clause of Executive Order 13496 regarding Employee Rights under the National Labor Relations Act (NLRA) (29 CFR Part 471, Appendix A to Subpart A), the Certification of Non-segregated Facilities, the Utilization of Minority Business Enterprises and the Minority Business Enterprises Subcontracting program clauses. For additional obligations that may apply to purchases of \$50,000 or more, including the annual affirmative action plan (AAP) requirement, the annual EEO-1 Report, and the annual VETS-4212 Report, please see 41 CFR 60-1.7, 60-1.12, 60-2.1, 60-300.10 and 29 CFR 2602.7. Vendor acknowledges it may be covered by the minimum wage obligations of Executive Order 13658 and/or Executive Order 13706, establishing paid sick leave for federal contractors. Vendor has read, understands and will comply with all applicable laws, statutes, ordinances and regulations, including, but not limited to: laws and regulations governing applicable provisions of privacy, unsolicited commercial email (spam), unfair competition, anti-corruption, anti-discrimination, and false advertising), and the United States Foreign Corrupt Practices Act of 1977 (15 U.S.C. sections 78dd-1 and following).

4.5 Trade Laws. Vendor agrees to fully comply with the export control laws and trade sanctions laws (collectively, "Trade Laws") that apply to its activities governed by this Agreement. Vendor acknowledges that various Trade Laws, including the U.S. Export Administration Regulations (EAR) and the U.S. Office of Foreign Assets Control (OFAC) regulations, apply to ServiceNow and that technical information that ServiceNow may provide to Vendor is and remains subject to the EAR. Vendor specifically acknowledges that applicable Trade Laws may restrict the export and re-export of commodities and technical information, which may include Confidential Information. Vendor will not export or re-export any export controlled Confidential Information in any form without appropriate licenses or other authorizations under Trade Laws. In no circumstance will Vendor export, or allow the export or re-export of, export controlled Confidential Information to any person or destination prohibited by applicable Trade Laws without full authorization under such Trade Laws. Upon written request, the Parties agree to provide reasonable assistance to each other related to full compliance with Trade Laws.

4.6 Personal Data. Each party will comply with all applicable privacy and data protection laws to the extent Personal Data is processed under this Agreement. In addition, the relevant Data Protection Terms at <https://www.servicenow.com/company/legal/vendor-terms.html> ("DPTs") may apply and, to the extent applicable,

are hereby incorporated by reference into this Agreement (for the avoidance of doubt, the DPTs do not apply if Vendor does not process any Personal Data pursuant to this Agreement).

4.7 Vendor Risk Assessment. ServiceNow's Vendor Risk Assessment program ensures that vendors have appropriate data and privacy controls ("VRA"). As part of the VRA, ServiceNow assesses the sufficiency of the controls of every vendor with physical or logical access to ServiceNow assets (the "Risk Assessment"). No more than once per year during the Term, at ServiceNow's election, Vendor must submit to a Vendor Risk Assessment which may include an on-site assessment of Vendor by ServiceNow personnel. Vendor must cooperate with ServiceNow in the performance of the Risk Assessment and provide information reasonably requested by ServiceNow. If ServiceNow determines the existence of material non-compliance with ServiceNow privacy and data security requirements as outlined in the VRA and any Ordering Document, or Agreement, within a reasonable time following notification of the non-compliance by ServiceNow, ServiceNow and Vendor must complete the following steps: (i) the Parties must discuss Vendor's controls and any proposed mitigation and corrective actions; (ii) ServiceNow must issue a written Vendor Action Plan ("VAP"); (iii) Vendor must promptly implement the corrective actions outlined in the VAP; and (iv) Vendor must provide ServiceNow with regular weekly updates regarding the actions taken until the corrective actions are completed. In addition to the foregoing, if at any time during the Term Vendor reasonably determines or otherwise becomes aware of any non-compliance in any control area considered during the Risk Assessment, Vendor must promptly notify ServiceNow, and the Parties must complete steps (i) – (iv) stated above to remedy the non-compliance.

4.8 Sustainability Commitment. As part of ServiceNow's commitment to address climate change and achieve environmental sustainability, upon ServiceNow's request, Vendor will (a) disclose its total GHG emissions, including scope 1-3 emissions to ServiceNow through the Carbon Disclosure Project or other ServiceNow preferred disclosure method and (b) set near term science-based targets by December 31, 2026, which are validated by Science-Based Targets initiative ("SBTi"). Vendor may attend any ServiceNow trainings regarding SBTi and sustainability, which may be offered to its vendors from time to time. Please refer to ServiceNow's Environmental Policy at <https://www.servicenow.com/company/legal/vendor-terms.html> to learn more about ServiceNow's commitment to operating its business in an environmentally sustainable way.

5. INTELLECTUAL PROPERTY

5.1 Ownership. With the exception of any Vendor Materials and Third-Party Technology, (i) ServiceNow will own all Intellectual Property in and to all partial or complete Deliverables; and (ii) Vendor retains no rights to the Deliverables and waives its rights to challenge the validity of ServiceNow's ownership of the Deliverables.

5.2 Assignment. Vendor must, and must cause its employees to, promptly disclose and provide all Deliverables to ServiceNow. Vendor hereby irrevocably assigns, and must cause its employees to irrevocably assign, to ServiceNow all Intellectual Property right, title, and interest in and to such Deliverables and all portions thereof. Vendor must, and must cause its employees and any other individuals under its control, to execute and deliver assignments, confirmations of assignments or other written instruments as are necessary to accomplish or perfect the foregoing assignment and must further provide ServiceNow with any assistance reasonably required to evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned, or waive any "moral rights" which may exist in any jurisdiction. Vendor hereby irrevocably designates and appoints ServiceNow as its agent and attorney-in-fact to act for and on Vendor's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Vendor. Vendor agrees that any works or materials developed by Vendor outside the scope of this Agreement (whether such works or materials are created on behalf of Vendor or a third party), whether during or after the Term, must not be derivative works of or enhancements to the Deliverables.

5.3 Vendor Materials and Third-Party Technology License Grant. Vendor will not include Vendor Materials or Third-Party Technology in the Deliverables unless it is expressly identified and described in the applicable Ordering Document and approved by ServiceNow. Vendor will not include such Vendor Materials or Third-Party Technology in the Deliverables if the specific identification and description of any Vendor Materials or Third-Party Technology would cause Vendor to violate any confidentiality obligations owed by it to a third party. To the extent any such Vendor Materials and Third-Party Technology are incorporated into, or provided with, the Deliverables and for any rights it owns that may not be assignable as provided in Section 5.2, Vendor hereby grants ServiceNow and its Affiliates a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free, sub-licensable, transferable (solely to ServiceNow's Affiliates, successors and assigns or in connection with a merger or reorganization) license to Vendor Materials and Third-Party Technology, to use in accordance with the terms of this Agreement and the applicable Ordering Document. This use includes, but is not limited to, reproduction, use, creation of derivative works, distribution (through one or more tiers of distribution), public performance, and public display, by all means now known or later developed.

5.4 Open-Source Listing. Vendor must provide to ServiceNow a listing of all Open-Source Software (including, packages released to the public domain) that Vendor provides as part of, or is used in the development of, any Deliverables to ServiceNow. Vendor must provide the following information about each package: (i) the name, (ii) the version, (iii) the download URL, (iv) the full license text as included in the package in .txt format, and (v) all source code that Vendor is required to disclose under the applicable Open-Source Software licenses. If a free or open-source package embeds or has a dependency on any additional free or open-source package(s), Vendor must list such additional components separately. Vendor must provide all such list(s) in a manner that is compliant with all of the relevant license agreements, so that ServiceNow may use it as provided by Vendor for disclosure to third parties or otherwise.

5.5 Non-Enforcement. If Vendor has any rights in or to the Deliverables that cannot be assigned or licensed to ServiceNow, including without limitation moral rights or *droit moral*, Vendor unconditionally and irrevocably waives the enforcement of those rights and all claims and causes of action of any kind against ServiceNow with respect to those rights, and at ServiceNow's request, Vendor must reasonably assist ServiceNow in the enforcement of those rights. ServiceNow may use the Deliverables with or without attribution or credit to Vendor.

5.6 ServiceNow Materials. If ServiceNow supplies any ServiceNow Materials to Vendor for use in connection with the Services, such ServiceNow Materials will, as between the Parties, remain the sole and exclusive property of ServiceNow. Vendor will not use the ServiceNow Materials for any purpose except to the extent required to perform the Services and create the Deliverables. Vendor has no rights to the ServiceNow Materials and waives its rights to challenge the ownership of such ServiceNow Materials.

6. CONFIDENTIAL INFORMATION

6.1 Obligations. Each Party will only use the other Party's Confidential Information as necessary to perform under this Agreement. The receiving Party will not disclose the disclosing Party's Confidential Information to any third parties without the prior express written consent of the disclosing Party, and will limit access to the disclosing Party's Confidential Information only to its and its Affiliates' employees who have a need to know such Confidential Information and are subject to written agreements that are at least as protective of the Confidential Information as provided in this Agreement (collectively "Representatives"). The receiving Party will be liable for any breach of this Agreement by its Representatives. The receiving Party agrees that it will protect the secrecy of and prevent disclosure of the disclosing Party's Confidential Information with the same degree of care that it uses to protect its own confidential information of like kind, but in no event with less than reasonable care and will advise its Representatives who have access to such Confidential Information of their non-use and non-disclosure

obligations. Between the Parties, each Party retains all ownership rights in and to its Confidential Information. Except as may be legally required, these obligations will remain in full force and effect in perpetuity.

6.2 Required Disclosure. Nothing in this Agreement prohibits either Party from disclosing Confidential Information of the other Party if legally required to do so by judicial or governmental order (“Required Disclosure”); provided that the disclosing Party will: (i) give the other Party prompt written notice of such Required Disclosure prior to disclosure; (ii) cooperate with the other Party in the event the Party elects to oppose such disclosure or seek a protective order with respect thereto; and/or (iii) only disclose the portion of Confidential Information specifically requested by the Required Disclosure.

7. TERM; TERMINATION

7.1 Term. This Agreement will become effective on the Effective Date and will continue until terminated by either Party in accordance with this Agreement (“Term”).

7.2 Breach. Either Party may terminate this Agreement, in whole or in part, in the event of a material breach by the other Party of this Agreement if such breach continues uncured for a period of ten (10) days after written notice.

7.3 Termination for Convenience. ServiceNow may terminate an Ordering Document or this Agreement at any time, for any reason or no reason, upon ten (10) business days written notice to Vendor.

7.4 Effect of Termination. Upon receipt of a notice of termination of an Ordering Document or this Agreement for any reason: (i) Vendor must immediately stop work under this Agreement; (ii) Vendor must return any unused pre-paid fees; and (iii) ServiceNow will have the right to continue to use the Deliverables (including Vendor Materials and Third-Party Technology that is provided ServiceNow as part of the Deliverables) and all licenses granted to ServiceNow continue.

7.5 Delivery of Materials. Upon expiration or termination of an Ordering Document or this Agreement, Vendor must promptly notify ServiceNow of all ServiceNow Materials, ServiceNow Confidential Information and Deliverables in Vendor’s possession and, at ServiceNow’s option, must promptly delete or deliver to ServiceNow, at Vendor’s expense, all such ServiceNow Materials, Confidential Information and Deliverables (whether or not completed). Following receipt of such materials, ServiceNow will only be liable to pay reasonable amounts due to Vendor for Services and Deliverables accepted and completed as of the effective date of termination. If Deliverables are not yet completed, then unless this Agreement or the applicable Ordering Document was terminated due to Vendor’s breach, Vendor will be paid a pro-rated portion of reasonable fees for such Deliverables.

8. REPRESENTATIONS AND WARRANTIES

8.1 General Warranties. Vendor represents and warrants that:

- (a) Vendor is authorized to enter into this Agreement and to perform its obligations under this Agreement, and such performance does not conflict with any other agreement or obligation to which Vendor is bound;
- (b) the Services must be performed by qualified personnel in a competent and professional manner, consistent with the highest industry standards;
- (c) Vendor has read, understands and must comply with the versions of the following ServiceNow policies that are in effect on the Effective Date of this Agreement, which may be found on this page: <https://www.servicenow.com/company/legal/vendor-terms.html>;

(d) Vendor must implement and maintain appropriate technical, physical and administrative security measures: (i) that meet the requirements set forth in any data security exhibit attached hereto or incorporated to the Agreement; and (ii) in accordance with applicable laws and industry standards;

(e) Vendor must comply with all applicable laws and regulations; and

(f) to the extent that Vendor uses any software that contains artificial intelligence features or functionalities to deliver Services or Deliverables to ServiceNow, Vendor shall not use any ServiceNow Data or any other information as requested by ServiceNow to train any artificial intelligence models.

8.2 **Deliverables.** In the event that Vendor provides any Deliverables to ServiceNow, Vendor represents and warrants that:

(a) the Deliverables and/or Product must conform to all specifications and standards, be new and free from defects in material or workmanship, must conform to any samples or statements made on packaging, labels, marketing materials or advertisements, and be of satisfactory quality and safe and appropriate for the customary purpose, unless Vendor has reason to know of ServiceNow's purpose for the Deliverables and/or Product in which case Vendor also warrants the Deliverables and/or Product will be fit for that particular purpose;

(b) the Deliverables must not contain any viruses, malicious code or other destructive elements or other harmful code, anything of a libelous nature, nor be obscene according to applicable laws;

(c) the Deliverables must not contain any Open-Source Software licensed under the GNU General Public License, the GNU Lesser General Public License, or any other license that may require ServiceNow to make any of its source code publicly available;

(d) neither the Deliverables nor any element thereof infringes or will infringe the Intellectual Property rights of any third party;

(e) the Deliverables must not be subject to any restrictions or to any liens, mortgages, pledges, security interests, encumbrances or encroachments; and

(f) Vendor, at its expense, has obtained or will obtain, prior to its delivery of the Deliverables to ServiceNow all authorizations, consents, licenses, and releases required to secure ServiceNow's ownership in the Deliverables, and Vendor must provide all related evidence to ServiceNow upon ServiceNow's request.

8.3 **Disclaimer.** WITH THE EXCEPTION OF THE ABOVE, VENDOR DISCLAIMS AND SERVICENOW EXPRESSLY WAIVES ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

9. INDEMNIFICATION

9.1 **Indemnification by Vendor.** Vendor must indemnify, defend, and hold harmless ServiceNow and its Affiliates and their respective agents, contractors, officers, directors and employees from all claims, damages, and expenses, including court costs and reasonable attorneys' fees and expenses, arising out of or resulting from:

(a) any allegation by a third party that any Services performed, or Products or Deliverables delivered under this Agreement, infringes or misappropriates any Intellectual Property or proprietary right or violates any applicable law, rule or regulation;

(b) Vendor's negligence or willful conduct;

(c) non-compliance with applicable laws;

(d) any Security Incident or breach of any privacy or data protection obligations under this Agreement, separate data processing agreement, or owed to ServiceNow under law;

- (e) any breach of confidentiality obligations; and
- (f) any act or omission by Vendor which results in: (i) bodily injury or death; or (ii) damage to tangible property.

9.2. ServiceNow has the right to participate, at its own expense, in the defense of any claim or suit instituted against it with counsel of its own choosing. Vendor must not settle any claim or suit against ServiceNow without ServiceNow's prior written consent, which consent will not be unreasonably withheld.

10. INSURANCE

Vendor agrees to obtain from an insurance carrier with a minimum AM Best rating of A-, and maintain during the Term and for three (3) years thereafter: (i) commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including coverage for personal injury (including bodily injury and death), intellectual property and other property damage; (ii) errors and omissions insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate; (iii) automobile liability insurance in an amount not less than \$1,000,000 combined single limit; (iv) umbrella liability insurance in an amount not less than \$2,000,000; (v) employer's liability insurance in an amount not less than \$1,000,000 per occurrence; and (vi) worker's compensation insurance coverage sufficient to meet the statutory requirements of every state in which Vendor personnel are performing Services on behalf of ServiceNow. If Vendor is providing software or SaaS products, or associated services, or who are providing Deliverables to be included in ServiceNow products, Vendor must also carry cybersecurity insurance in an amount not less than \$5,000,000 per occurrence and in the aggregate. In the case of the commercial general liability policy described in (i), such insurance will name ServiceNow as an additional insured including any ServiceNow Affiliates. All insurance must be primary and not contributory and must provide that coverage may not be reduced or canceled without thirty (30) days prior written notice to ServiceNow. Upon request, Vendor must provide ServiceNow with certificates of insurance evidencing the coverage described above.

11. GENERAL PROVISIONS

11.1 Assignment and Subcontracting. Vendor must not assign its rights, or delegate or subcontract any duties under this Agreement, either in whole or in part, without the express, prior written consent of ServiceNow. Any attempted assignment or delegation without such consent will be void. Vendor's use of any permitted subcontractors or delegates will not relieve any obligation Vendor has under this Agreement or any applicable Ordering Document and Vendor is liable for the acts and omissions of any permitted subcontractor or delegate to the same extent as if the acts or omissions were performed by Vendor.

11.2 Force Majeure. No Party will be liable or responsible to the other Party, nor deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by a Force Majeure Event. The Party suffering a Force Majeure Event must use diligent efforts to end or mitigate the failure, delay or other effects of such event. In the event of a Force Majeure Event, Vendor will notify ServiceNow as soon as practicable and will keep ServiceNow regularly informed of the anticipated length of time of the Force Majeure Event. If any such an event or act continues for a period of 15 (fifteen) days or more, ServiceNow may terminate this Agreement or the applicable Ordering Document upon written notice to Vendor and Vendor will promptly refund any unused pro-rata fee paid by ServiceNow to Vendor.

11.3 Equitable Remedies. Notwithstanding Section 11.4, Vendor acknowledges and agrees that remedies at law for a breach or threatened breach of any of the provisions of this Agreement may be inadequate and, in recognition of this fact, Vendor agrees that ServiceNow may enforce this Agreement and any of its provisions

by applying to a court of competent jurisdiction for an injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that ServiceNow may have.

11.4 Governing Law; Venue. This Agreement and all relations, disputes, claims and other matters arising hereunder (including non-contractual disputes or claims) must be governed exclusively by, and construed procedurally and substantively as follows:

WHERE SERVICE OR PRODUCT IS PROVIDED:	GOVERNING LAW:	VENUE FOR DISPUTES:
United States, Canada, Mexico, Costa Rica	New York	New York County, New York
EMEA	Ireland	Dublin, Ireland
ASEAN (excluding Myanmar), South Korea, Taiwan, Hong Kong S.A.R., India, Bangladesh, Nepal, Sri Lanka	Singapore	Singapore
Brazil	Brazil	São Paulo, Brazil
Japan	Japan	Tokyo, Japan
Australia, New Zealand	New South Wales	New South Wales, Australia
Any other location not named	England and Wales	London, England

The Parties irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction in the locations noted in the above chart corresponding to where the product(s) and services are provided, for the purposes of adjudicating any dispute arising out of or related to this Agreement (including non-contractual disputes or claims). Each Party hereby waives any right it may otherwise have to challenge the appropriateness of such forum. Notwithstanding the foregoing, either Party may at any time seek and obtain appropriate injunction, specific performance or other equitable relief in any court of competent jurisdiction for claims regarding such Party's Intellectual Property rights or breach of a Party's obligations of confidentiality and non-use. The United Nations Conventions on Contracts for the International Sale of Goods is not applicable to this Agreement.

11.5 Severability. If a provision of this Agreement is invalidated by a court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect.

11.6 Survival. The following provisions survive the expiration or termination of this Agreement: Sections 3.3 (as to undisputed amounts accrued but unpaid prior to termination), 4, 5, 6, 7.4, 7.5, 8, 9, 10, and 11 will survive. Termination of this Agreement by a Party will not act as a waiver of any breach of this Agreement and will not act as a release of liability under this Agreement.

11.7 Notices. All notices must be in writing and sent to the applicable address on record and will be deemed to have been given upon: (a) personal delivery; (b) the fourth business day after regular mailing; (c) one (1) business day after deposit with a nationally-recognized express courier for next day delivery; (d) the day of actual receipt when sent by registered or certified mail, return receipt requested and postage prepaid, as evidenced by the return receipt; or (e) the day an email is sent to the email address listed herein or, if not listed herein, to any email address of such Party following delivery confirmation or confirmed receipt. Notwithstanding the foregoing, legal notices sent to ServiceNow must be emailed to legalnotices@servicenow.com or mailed to 2225 Lawson Lane, Santa Clara, California, 95054 to the attention of General Counsel.

11.8 Third Party Rights. This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement and, where applicable, their successors and permitted assigns).

11.9 No Publicity. Vendor must not use ServiceNow's name, logo or mention the existence of this Agreement in any manner, including, without limitation, in any press release or other advertising materials without the express, prior written consent of ServiceNow.

11.10 Complete Understanding; Modification. This Agreement constitutes the complete and exclusive understanding and agreement of the Parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto. Vendor acknowledges and agrees that any additional or different terms or conditions on Vendor's documentation including but not limited to any quote, invoice, credit application, click-to-accept terms and conditions (e.g. click-wrap), or other document including terms and conditions communicated by Vendor, will be deemed to be a material alteration to this Agreement or Ordering Document and is hereby rejected by ServiceNow.

11.11 Precedence. If there is a conflict between this Agreement, Ordering Document, any amendments of those documents, and any purchase order terms, the documents will be interpreted in the following order: (1) these GTCs; (2) any Ordering Document in the order of date; and (3) any purchase order terms.

11.12 Waiver. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

11.13 Counterparts. This Agreement may be executed: (i) in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument; and (ii) by electronic means and such electronic execution will have the same force and effect as an original document with original handwritten signatures.

DATA SECURITY EXHIBIT

Category 3 Professional Services Vendors

This Data Security Exhibit forms a part of the Agreement and describes the measures Vendor takes to protect Confidential Information, which may contain ServiceNow Data.

“Confidential Information”, if not otherwise defined in the Agreement, shall mean information disclosed by one party to the other party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

“ServiceNow Data”, if not otherwise defined in the Agreement, shall mean all ServiceNow data processed by Vendor on Vendor-managed systems.

In the event of any direct conflict between the terms of this Data Security Exhibit and the terms of the Agreement with respect to the subject matter herein, this Data Security Exhibit shall control, unless otherwise expressly provided herein.

All capitalized terms not defined in this Data Security Exhibit will have the meaning given to them in other parts of the Agreement.

1. SECURITY PROGRAM

Vendor shall have in place appropriate technical and organization security measures for systems that may contain Confidential Information or ServiceNow Data for the protection of the security, confidentiality, and integrity of such data (the **“Security Program”**).

1.1 TECHNICAL SECURITY MEASURES.

1.1.1. MEDIA. Vendor shall use NIST 800-88 industry standard (or substantially equivalent) destruction of sensitive materials, including ServiceNow Data, before such media leaves Vendor’s systems for disposition.

1.1.2. ACCESS ADMINISTRATION. Access to the Vendor systems by their employees and contractors must be protected by authentication and authorization mechanisms in accordance with NIST 800-63B (Authentication and Lifecycle Management) or equivalent standard. User authentication is required to gain access to any system where Confidential Information or ServiceNow Data may reside. Individuals must be assigned a unique user account. Individual user accounts shall not be shared. Access privileges must be based on job requirements using the principle of least privilege access and are revoked within 24 hours upon termination of employment or consulting relationships. Access entitlements must be reviewed by management quarterly. Infrastructure access for system administration must include appropriate user account and authentication controls, which will include the required use of VPN connection for remote access, complex passwords with expiration dates, account lock-out enabled, and a two-factor authenticated connection.

1.1.3. LOGGING AND MONITORING. With the exception of workstations, Vendor must have logging enabled for all components where Confidential Information of ServiceNow Data may reside, and (1) must be centrally collected; (2) are secured in an effort to prevent tampering; (3) are monitored for anomalies by a trained security team; and (4) retained on-line for 90 days and offline for 1 year.

1.1.4. FIREWALL SYSTEM. An industry-standard firewall must be installed and managed to protect Vendor systems by residing on the network to inspect all ingress connections and if applicable all egress connections. Vendor reviews all firewall rules for business need on a quarterly.

1.1.5. VULNERABILITY MANAGEMENT. Vendor shall conduct quarterly security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, Vendor will obtain the

patch from the applicable vendor and apply it within an appropriate timeframe in accordance with Vendor's vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in all production systems.

1.1.6. ANTIVIRUS. Vendor updates antivirus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.

1.1.7. DATA ENCRYPTION IN TRANSIT. Vendor shall use NIST approved encryption algorithms no less than 128-bit encryption to encrypt data in transit over public networks to the Vendor's systems.

1.1.8. WORKSTATION SECURITY. Vendor shall implement and maintain security mechanisms on personnel workstations, including firewalls, anti-virus, and full disk encryption. Vendor shall restrict personnel from disabling security mechanisms. Vendor shall monitor workstations for anomalous activity such as communication to command and controls systems as well as data exfiltration attempts by Vendor's employees and contractors.

1.2 ORGANIZATIONAL SECURITY MEASURES.

1.2.1. PERSONNEL SECURITY. Vendor performs background screening on all employees and all contractors who have access to ServiceNow Data in accordance with Vendor's applicable standard operating procedure and subject to Law. To the extent applicable, if such employee or contractor has access to any of ServiceNow's U.S. federal customers' data, then Vendor must ensure that such employee or contractor is a U.S. Person as defined under 8 USC 1324b(a)(3).

1.2.2. SECURITY AWARENESS AND TRAINING. Vendor maintains a security and privacy awareness program that includes appropriate training and education of Vendor personnel, including any contractors or third parties that may access ServiceNow Data. Such training is conducted at time of hire and at least annually throughout employment at Vendor.

2. SERVICE CONTINUITY

2.1 BUSINESS CONTINUITY. Vendor shall maintain a service continuity plan ("**BCP**") to minimize the impact to ServiceNow from an event that may render the Vendor systems unavailable. The BCP shall: (i) include processes for protecting personnel and assets and restoring functionality in accordance with the time frames outlined therein; and (ii) be tested annually and updated based on any deficiencies, identified during such tests.

3. MONITORING AND INCIDENT MANAGEMENT

3.1 MONITORING, MANAGEMENT AND NOTIFICATION.

3.1.1. INCIDENT MONITORING AND MANAGEMENT. Vendor will monitor, analyze, and respond to security incidents in a timely manner in accordance with Vendor's standard operating procedure. Vendor's security group will escalate and engage response teams as may be necessary to address a security incident. For all security incidents, Vendor shall retain logs on-line for 12 months.

3.1.2. BREACH NOTIFICATION. Vendor will report to ServiceNow any actual or attempted accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Confidential Information or ServiceNow Data (a "Breach") without undue delay but in no event later than twenty-four (24) hours, following determination by Vendor that a Breach has occurred, except it shall not include a report of any attempts of bypassing Vendor's security infrastructure including, but not limited to, port-scans, probes, unsuccessful log on attempts, password-based attacks, pings, and other firewall attacks that do not result in the unauthorized access, use, disclosure, modification or destruction of Vendor's systems.

3.1.3. REPORT. The initial report will be made to ServiceNow security contact(s) designated in Vendor's Support Portal (or if no such contact(s) are designated, to security@servicenow.com and legalnotices@servicenow.com). As information is collected or otherwise becomes available, Vendor shall provide without undue delay any further information regarding the nature and consequences of the Breach to allow ServiceNow to notify relevant parties, including affected individuals, government agencies, and data protection authorities in accordance with Data Protection Laws. The report will include the name and contact information of the Vendor contact from whom additional information may be obtained. Vendor shall inform ServiceNow of the measures that Vendor will adopt to mitigate the cause of the Breach and to prevent future Breaches.

3.1.4. VENDOR OBLIGATIONS. Vendor will cooperate with ServiceNow by providing any information that is reasonably requested by ServiceNow to resolve any security incident, including any Breaches, identify its root cause(s), and prevent a recurrence. ServiceNow is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted Data Subjects and for providing such notice. If applicable to Vendor software or software used by Vendor to provide Services to ServiceNow, Vendor will provide to ServiceNow, upon written request, a software bill of materials (i.e., SBOM) to verify the components incorporated in the Vendor software.