ServiceNow®
Sales, Services and Technology Partner Program Guide

October 2019

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Program Guide

THIS SERVICENOW PARTNER PROGRAM GUIDE ("GUIDE") SETS FORTH THE RULES AND POLICIES THAT GOVERN PARTICIPATION IN THE SERVICENOW SALES, SERVICES AND TECHNOLOGY PARTNER PROGRAMS ("PROGRAM"). ALL PROGRAM RIGHTS AND BENEFITS ARE SUBJECT TO COMPLIANCE WITH THIS GUIDE IN ITS MOST CURRENT VERSION. SERVICENOW MAY UPDATE THIS GUIDE FROM TIME TO TIME VIA ITS PARTNER PORTAL AND IT IS INCUMBENT UPON EACH PARTICIPANT ("PARTICIPANT"), AS A CONDITION OF PARTICIPATION IN THE PROGRAM, TO KEEP ABREAST OF ANY AND ALL CHANGES HERETO. SERVICENOW RESERVES THE RIGHT TO ADMINISTER AND MODIFY THE PROGRAM REFERENCED HEREIN AT ITS DISCRETION OR RESTRICT/DENY PARTICIPATION AND BENEFITS BASED ON THE PUBLISHED PROGRAM RULES. UPDATES TO THIS GUIDE WILL BE DELIVERED TO THE ADMINISTRATOR EMAIL ADDRESSES PROVIDED BY ALL PARTICIPANTS AND POSTED TO THE SERVICENOW PARTNER PORTAL. THE TERMS OF THIS GUIDE ARE SUBJECT TO THE TERMS OF THE SERVICENOW PARTNER AGREEMENT BETWEEN SERVICENOW AND EACH PARTICIPANT THAT REFERENCES THIS GUIDE. SERVICENOW DOES NOT PROVIDE ANY WARRANTIES REGARDING THIS GUIDE OR THE INFORMATION CONTAINED HEREIN AND SPECIFICALLY DISCLAIMS ANY LIABILITY FOR DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES INCURRED IN CONNECTION WITH RELIANCE ON THIS GUIDE.

To be appointed to the Program, each legal entity must apply to participate in the Program, satisfy the Program membership requirements, execute a separate agreement with ServiceNow, and receive a welcome email issued by ServiceNow specifically indicating that the applying entity is now appointed to the Program. An affiliate, subsidiary, or acquired company cannot avail itself of the rights provided under a parent or affiliated entity's partner agreement without the written consent of ServiceNow, though in certain cases ServiceNow may permit affiliates to aggregate certain information for the purposes of measuring minimum requirements for participation in a program. In the case of acquisitions, mergers or other business combinations, the membership of the surviving entity and the operating status of the acquired or merged entity, as applicable, will determine the membership applicable to the newly formed entity. The participating entity must disclose planned changes to corporate structure in advance to allow ServiceNow the opportunity to approve or reject, as appropriate, the effect of such changes on participation in a partner program.

Program Overview

The ServiceNow Partner Program ("Program") empowers participants in good standing ("Participant") to refer, sell, market, and implement ServiceNow products and services to ServiceNow customers. For Technology Program Participants, it also empowers Participants to build, test, certify, distribute, and sell applications for the Now Platform®. This Guide describes the policies, benefits, and requirements applicable to the Program. Participant employees should review and understand this Guide in order to maximize Program benefits.

The Program is designed for companies that:

- Drive sales of the ServiceNow platform, including sales deal referrals, resale of commercially available products or packaged services for a customer's own internal use, outsourcing, or offering domain-separated service provider solutions.
- Deliver implementations for the ServiceNow platform, including consulting, outsourcing, subcontracting, or custom application development.
- Build and sell applications or integrations for the Now Platform, including (but not limited to) independent software vendors (ISVs).

Participants are eligible to receive benefits to support their sales, services, development, and application (app) certification efforts. Benefits vary based on the Participant's segment. Benefits earned by the Participant's demonstrated commitment and achievement to the Program may include access to the ServiceNow Partner Portal, access to ServiceNow non-production demo instances, access to the ServiceNow Store Publisher Portal, eligibility to monetize certified apps in the ServiceNow App Store, use of the applicable Program Segment badge, and much more.

Program Highlights

- Certification opportunities and customer satisfaction tools
- Benefits commensurate with level of commitment
- Access to restricted content on the Partner Portal
- Access to ServiceNow non-production instances
- Listing of company logo, profile, and expertise on the Find A Partner profile page
- Deployment registration and customer satisfaction feedback
- Ability to monetize leads and sales efforts

Program Segments

Levels of membership allow Participants to engage with ServiceNow at a level representing their organization's production development success, resources, areas of expertise, customer installations, customer references, and commitment to the Program ("Program Segment"). Membership is granted through an application review, approval,

and fee payment process (for Technology Program participants only). The annual Technology Program fee is $5,000 USD.

The Participant segments are:

- Registered
- Specialist
- Premier
- Elite

We have deliberately retired the metallics-based hierarchical model based in part that it may have implied different levels of Participant competency, investment and success within our partner ecosystem.

These segments form the basis of the Partner Segmentation Framework, each designed to encapsulate a cohort of Participants that share similar attributes, i.e., annual revenue, certified resources, or breadth/depth of expertise. Each of these segments is vitally important to ServiceNow, and each will enjoy benefits tailored to the cohort of Participants within that segment.

For a complete list of the assessment criteria, respective weighting and segment thresholds, please review the Partner Segmentation Framework document.

Partner Code of Conduct

ServiceNow is committed to conducting its business in a manner that exemplifies integrity, ethical conduct, and honesty. This commitment is an important professional value of ServiceNow leadership and employees. We count on Participants to carry our reputation to our customers and establish bonds of trust.

To ensure that ServiceNow creates business relationships only with Participants who share this commitment, ServiceNow asks that Program members read and comply with the Partner Code of Conduct, posted on the Partner Portal, and updated in partner communications .

Program Status

Each Participant should use the Partner Points Dashboard (available on the Partner Portal from the Programs tab) to track their achievements and progress against Program criteria within the Partner Program.

ServiceNow continuously assesses Participants' Program achievements against published Program criteria to determine each Participant's appropriate segment placement. In addition, Participant's results are continuously monitored to determine performance that may affect their Program status and result in possible Segment transitions.

ServiceNow reserves the right to audit a Participant at any time by validating their results against this Program Guide and the Partner Code of Conduct.

Partner Territory

A Participant's Territory is comprised of one or more countries in which the Participant may direct its advertising using ServiceNow logo and marketing collateral, and where ServiceNow may advertise the Participant as a ServiceNow Participant on its website and other promotional materials. Each Participant may request a number of countries for its Territory at the time of application to the Program, which will form the basis of the business review by ServiceNow before the Participant is approved or appointed to the Program. Upon approval, ServiceNow also approves the countries that form the Participant's Territory. The Territory may or may not be comprised of all the countries requested by the Participant, depending on the Participant's capabilities to service customers in the countries requested. A Participant may apply to update its Territory at any time while the Participant is a participant in the Program, with any updates to the Territory contingent upon ServiceNow's approval and written confirmation. ServiceNow's designation of a Territory for a Participant is considered part of the Program Terms for a Participant (as the term is used in the applicable partner agreement between ServiceNow and Participant). ServiceNow, at its sole discretion, may terminate a Territory for a Participant as permitted pursuant to the applicable partner agreement between ServiceNow and Participant.

Any subcontracting work is governed by a signed Work Order, and the Services Participant Territory does not apply.

More Information

Submit an Inquiry via the ServiceNow Partner Portal with questions or to request additional information.

Partner Assessment Overview

The partner assessment criteria specifically provides our ecosystem with information about the qualities, characteristics and ServiceNow business achievements. These criteria are intended to help Participants identify the activities, accomplishments and commitments that demonstrate their level of ServiceNow investment. This investment is taken into consideration by:

- Customers who are actively searching for an implementation/services partner or application, or
- ServiceNow Sales teams who need a partner to fill an engagement gap or assist with a prospect.

These criteria are designed to help take the "guesswork" out of comparing partners within the ServiceNow ecosystem -- well defined criteria will allow for an open, consistent and objective evaluation of our partners.

Core to this framework is the reliance on lagging and leading assessment indicators in a two-dimensional model -- an array of criteria that measures our Participants' offering development maturity form the basis of measurement for the Y-axis, while a separate set of criteria measure the Participants' go-to-market maturity along the X-axis.

This model is designed to not only respect the investments of Participants within the ServiceNow ecosystem, but to also provide indicators of continued or, in some cases, a strengthened business alignment.

Minimum Level Qualifications

The Partner Program does not require Participants to meet Minimum Level Qualifications. However, for Registered Participants, the requirement is they earn sufficient achievements within 12 months of onboarding to transition to a Specialist, Premier or Elite segment.

Subcontracting Recognition

Subcontracting is a vital source of expertise and experience for Participants throughout the ecosystem, as well as a mechanism for ServiceNow to augment or showcase its own capabilities. The Partner Program will recognize and award commensurate deployment and CSAT achievements for subcontracting engagements that meet the following conditional thresholds:

Participants subcontracting to ServiceNow:

- Must perform either 100 or more hours on the engagement or have contributed 20% or more of the total engagement hours, whichever is achieved first.
- Acceptance of engagement assessment as provided by ServiceNow Customer Outcomes engagement team.

Participants subcontracting to other ServiceNow partners:

- Must perform either 100 or more hours on the engagement or have contributed 20% or more of the total engagement hours, whichever is achieved first.
- Acceptance of same CSAT scores submitted by the Customer for the Prime contractor on the engagement

Recognition will be granted for those subcontractors meeting the above thresholds and agreements prior to the engagement reaching a completed deployment status. ServiceNow will not assess Participants in a subcontracting arrangement who do not wish to receive recognition for the engagement, provided the Participants expresses the desire to have their contributions removed from the engagement record prior to it reaching a "Completed" status.

Points System Criteria

Points are awarded when the Participant meets the minimum requirements across specific criteria. Review the Partner Segmentation Framework document (Criteria Weighting and Axis Alignment section) for more information on the Points System criteria.

Bonus Points

ServiceNow may award bonus points for specific criteria achievements, such as bonus points for customer success stories that they share, achieving a particular product line certification, etc., for a specified duration of time. Participants will be alerted when such bonus point windows open and close via a Partner Portal alert.

Note: The value of standard points awarded are never decreased and receipt of bonus points does not impact the allocation of any other points that are earned.

ServiceNow Partners - Partner Program Benefits Overview

All Program Partners

ServiceNow Partner Portal

ServiceNow provides Program benefits and communications through the Partner Portal, where Participants can find information regarding Program updates, communications and alerts, promotions, sales tools, and marketing tools and collateral to help develop their business.

Partner Enablement Materials

A Participant's ServiceNow partnership experience includes a solid foundation of education, tools, and resources to enable the Participant to drive business opportunities and success. Product and solution materials are clearly defined in role-based learning paths and may be accessed via the Now Learning site or ServiceNow Partner Portal (Tools & Resources tab).

Partner Communications

Participants receive regular communications in the form of newsletters, email messages, and relevant partner information shared via the ServiceNow Partner Portal or other distribution methods. Communication topics vary and may include:

- Program notifications.
- Event invitations.
- Product releases.
- Partner webinar information.

To ask a question or request additional partner communication information, Submit an Inquiry via the ServiceNow Partner Portal.

Program Benefits At-a-Glance

Table 1 - *Benefits-at-a-Glance* below identifies Program benefits available to Participants across the Partner Program.

Table 1 - Benefits-at-a-Glance

Benefit	Registered	Specialist	Premier	Elite
Find A Partner Listing on ServiceNow Website		X	X	X
Eligible to Sponsor ServiceNow Events[1]	X	X	X	X
Education Training Discount (Services Only)		50%	50%	50%
Strategic Business Planning & Review Eligibility			2x/year	Quarterly
Access to ServiceNow Now Learning	X	X	X	X
Access to Partner Development Center	X	X		
Access to Regional Alliance Manager			X	X
ServiceNow Demo Instances ((Sales & Services)	4	7	10	20
ServiceNow Demo Instances (Sales only or Services Only)	3	4	5	10
Discounts for approved Deal Registrations (Sales only)	X	X	X	X
Refer Deals to ServiceNow	X	X	X	X
Program Segment Press Releases		X	X	X
Program Segment Badge		X	X	X
Early Adopter Pilot Program		X	X	X
Early Availability		X	X	X
Reference Customers on ServiceNow Website		X	X	X
Participation in Joint Sales & Marketing Planning			X	X
Eligible for Joint Customer Activities – Webinars or Training Events		X	X	X
Eligible to Join Authorized Training Partner Program (if qualified – Services & SP only)		X	X	X
Access to Partner DemoHub	X	X	X	X
Access to Partner Marketing Center	X	X	X	x
Eligible to Apply for the Partner Catalyst Program		X	X	X

Benefit	Registered	Specialist	Premier	Elite
Eligible to Participate in Validation Pilot Program	Global Elite, Participants who have purchased Partner Success, and Participants with Catalyst Solutions			
Technology Partners Only				
ServiceNow Technology Partner Instances (Vendor Instances)	2	2	4	8
Number of application certifications	5	5	10	10
Eligible to purchase additional Technology Partner instances (up to 10 total)	$2,000/ea.	$2,000/ea.	$2,000/ea.	$2,000/ea.
Eligible to purchase additional application certifications[2]	$1,000/ea.	$1,000/ea.	$1,000/ea.	$1,000/ea.
Access to Preferred Developer Partners	X	X	X	X
Access to online technical guidance and community	X	X	X	X
Eligible for pre-release access to ServiceNow releases		X	X	X
Display Now-Certified Icon for certified app or integration[3]		X	X	X
Eligible to issue press release (significant certification completed or Segment upgrade)		X	X	X
Eligible for rotational status as ServiceNow App Store Featured Partner		X	X	X
Eligible for ServiceNow App Store Partner Promotions (paid App vendors only)		X	X	X
ServiceNow ISV Partner Manager (paid App vendors only)		X	X	X
Internal Promotion and sales engagement with ServiceNow sales organization			X	X
Customer Awareness Resources			X	X

[1]Event sponsorship eligibility: ServiceNow Sales Kickoff with requirements, Now at Work events, and Knowledge sponsorships open to all Participants. ServiceNow User Groups (SNUGs) not available to Registered Participants. All sponsorship requests accepted at the discretion of ServiceNow.

[2]Re-certification is free.

[3]Only apps published in the ServiceNow App Store and distributed to customers exclusively via the Store will receive or may display the Now Certified icon.

Benefits Details

Find A Partner Listing on ServiceNow Website

Participants who have achieved Specialist, Premier or Elite segment status are listed on the Find A Partner page located on the ServiceNow website. The listing includes information relevant for each Participant, including Territory, Program Segment, Product expertise and other applicable information. Registered Participants are not listed in Find A Partner, but are displayed on the comprehensive list of Participants.

Eligible to Sponsor ServiceNow Events

Program Participants are eligible to sponsor ServiceNow events. All sponsorship requests are accepted at the discretion of ServiceNow; eligibility does not guarantee sponsorship; and, requirements may vary for each event. At this time, sponsorship requirements for members of the Program varies by region. For information on sponsorships, navigate to the Marketing tab on the ServiceNow Partner Portal for more details.

Note: North America SNUG attendance restrictions apply for non-sponsoring Participants who choose to attend a SNUG event. Reference the Americas SNUG Sponsorship FAQ for more information.

Education Training Discount (Services Only)

To fulfill the Program training and certification requirements, ServiceNow offers Participants a discount percentage to be applied to offset the cost of training. The training discount applies to in-person and virtual-classroom training only.

For questions about ServiceNow Training and Certification, send an email to Service Training at training@servicenow.com.

Strategic Business Planning & Review Eligibility

Participants within the Premier and Elite segments are eligible to participate in bi-annual (for Premier) or quarterly (for Elite) Strategic Business Review meetings with ServiceNow professionals, executives, and global leadership. Discussion topics during these business reviews are focused on taking an in-depth look at Participant's challenges and successes across their services business, including a review of certified resources, product implementation capabilities, customer satisfaction, and other partnership components.

Access to ServiceNow Now Learning

Participants within the Registered, Specialist, Premier, and Elite segments have access to Now Learning. Now Learning is an on-demand learning platform providing customers and Participants with a supplement to the ServiceNow traditional training courses. With 24/7 access to a wide variety of learning, it is a great venue to expand an existing skill set or preview other products and functionality.

Access to Partner Development Center

The Partner Development Center team collaborates with Registered and Specialist Participants who want to grow revenue, capacity, and opportunities by leading them through best-practice business planning activities, investment road mapping, and helping to manage those commitments to drive growth and Program success.

Access to Regional Alliance Manager

Participants within the Premier and Elite segments will have access to Regional Alliance Managers, who are aligned to specific regions and support pursuits across the entirety of that region.

ServiceNow Demo Instances

ServiceNow demo instances are granted to all Participants for ongoing training, product familiarity, solution development, and providing demonstrations to customers. Access is granted solely for non-production purposes, and is active during the term of the Participant's membership in the Program, with the number of instances provisioned based on their category within the program.

Discounts for approved Deal Registrations (Sales only)

Compensation for referrals and eligibility for resale discounts are initiated by entering information regarding the transaction in the Deal Registration tool accessed through the ServiceNow Partner Portal. The Deal Registration tool is designed to help protect the investment made by a Participant who is proactively engaging with a customer and influencing the sale of ServiceNow solutions. By using the tool, the Participant is eligible to receive limited deal protection and financial incentives when value-selling and leading with ServiceNow solutions.

Eligibility and benefits for Deal Registration may vary by Participant Program Segment, the involvement in the sale, specializations, and Territory. Participants may only register deals and are only credited with sales that take place within their approved ServiceNow Territory. Upon a Participant's request, ServiceNow may grant additional rights to a Participant, permitting that Participant to resell ServiceNow products and services independently. All deal registrations and the rights granted thereby are subject to correct use of the Deal Registration tool and compliance with the Deal Registration Terms and Conditions available on the ServiceNow Partner Portal.

Refer Deals to ServiceNow

Participants who have relationships with potential ServiceNow customers and wish to monetize their leads and sales efforts may refer those companies to the ServiceNow sales team. Participants may earn referral fees by driving sales engagements, provided that the engagement results in a successful sale. Participants who are ineligible for referral compensation may register Referral with Fee deals only for program credit in the Deal Registration tool. More detailed information is available in in the Deal Registration Terms and Conditions on the ServiceNow Partner Portal.

Program Segment Press Releases

To support Participant marketing efforts, ServiceNow provides Specialist, Premier and Elite Participants with press release templates to communicate joining the ServiceNow Partner Program, a new ServiceNow Program module membership, a Workflow Achievement, or a Program Segment transition. Please reference the Press Release Guidelines found in the Marketing area of the ServiceNow Partner Portal.

Program Segment Badge

Participants in good standing are encouraged to leverage the ServiceNow brand to promote their Program membership. Badges are provided to Specialist, Premier and Elite Participants and can be used on advertisements, websites, customer communications, and other marketing materials. Participants who are permitted to resell or implement may only advertise their capabilities to resell and implement ServiceNow within their approved resale and services Territory.

In all cases, Participants shall comply with the ServiceNow Trademark Usage Guidelines and the ServiceNow Partner Program Brand Guidelines that are available on the ServiceNow Partner Portal.

Participants may submit questions and requests for additional information via Submit an Inquiry on the ServiceNow Partner Portal.

Early Adopter Pilot Program

The Early Adopter Pilot program allows Participants to become early adopters of new and emerging ServiceNow products. Following ServiceNow's controlled launch schedule, training and enablement content will be restricted to approved Participants participating in the pilot. Criteria for approval will vary by product, and applications can be submitted on the ServiceNow Partner Portal.

Early Availability

Early Availability is a ServiceNow early release program that allows Participants to upgrade to a ServiceNow new release before market launch. It gives Participants the opportunity to take advantage of new features on sub-production and production environments before General Availability. Participants can be nominated by their Regional Alliance Manager, or self-nominate, to participate in Early Availability by release.

Reference Customers on ServiceNow Website

Participants who submit a customer success story and notate that the customer agrees to be a success story are eligible for publication, providing the Participant qualifies through the Showcase References process.

Participation in Joint Sales & Marketing Planning

Participants within the Premier and Elite segments are eligible to engage with global or geographically-based marketing management resources to develop an annual go-to-market plan with ServiceNow. Plan formats and requirements are defined by the assigned ServiceNow marketing manager and must include goals, objectives, and

executable tactics to drive higher ServiceNow sales, market growth, or customer engagement. Approved plans must include commitment for plan execution from the Participants and ServiceNow prior to implementation.

Eligible for Joint Customer Activities – Webinars or Training Events

Designed to target a particular customer or set of customers to drive awareness or increased customer engagement. These may include jointly-developed and delivered webinars, training events, or case studies focused on a jointly-developed solution. Eligible activities are defined by the assigned ServiceNow Regional Alliance Manager within a joint business plan and may include additional requirements for Participant collaboration or investment.

Eligible to Join Authorized Training Partner Program (if qualified – Services & SP only)

Participants have the option to join the ServiceNow Authorized Training Partner program (ATP), subject to meeting all ATP program criteria. ATPs help make ServiceNow products universal by transferring knowledge that builds expertise and capability of the entire ServiceNow ecosystem. Reference the Authorized Training Partner Program Guide for more information, or email atp@servicenow.com.

Access to Partner DemoHub

We ask that our Participants be well-versed in ServiceNow's capabilities and messaging. On the pre-sales side, we even ask that they tell our stories the same way we do. Preconfigured showcase demo content is now available on the DemoHub to all Participants via the ServiceNow Partner Portal. By allowing Participants to apply this content to their instances, we'll create better alignment with our sales teams, ensure that our customers hear consistent messaging, and get Participants talking about the most current content aligned to the training that they receive.

Access to Partner Marketing Center

All Participants may request ServiceNow co-branded document templates to promote and communicate joint solutions, customer success, marketing campaigns, or other joint marketing initiatives. Documents that are eligible for co-branding may vary. To request or gain approval for co-branded materials, Submit an Inquiry on the ServiceNow Partner Portal. Each request is evaluated to ensure brand, messaging, and other requirements are followed per the ServiceNow Brand and Marketing Guidelines available on the ServiceNow Partner Portal.

Eligible to Apply for the Partner Catalyst Program

Participants in both the Sales and Services Programs within the Specialist, Premier and Elite segments are eligible to apply for the Partner Catalyst Program. The Partner Catalyst Program is designed to promote the best Participant solutions and offerings that drive sales and services of the ServiceNow platform. Participants with a Catalyst solution are eligible for numerous benefits including:

- Internal promotion within the ServiceNow direct sales team and sales leadership, business unit leaders, and industry team.
- Priority engagement with partner enablement and product experts.

Additional information about the Catalyst Program, including terms and conditions that apply, can be found in the Catalyst Program Guide on the ServiceNow Partner Portal.

Eligible to Participate in Validation Pilot Program

ServiceNow offers validation of Participant solutions and accelerators as a pilot program ("Pilot Program") to enable ServiceNow to assist selected Participants to assess certain solutions and accelerators that customers seek to deploy to their environments. As part of this Pilot Program, ServiceNow offers validation, on a limited basis, to a limited number of current ServiceNow Participants who are within the Global Elite Segment, Participants who have purchased Partner Success, and Participants with Catalyst Solutions. Additional information about the Pilot Program, including terms and conditions that apply, can be found in the Partner Solution and Accelerator Validation Pilot Program Guide on the ServiceNow Partner Portal.

Technology Partners Only

ServiceNow Technology Partner Instances (Vendor Instances)

Technology Participants at all segments are provided non-production instances to develop and test apps, explore and evaluate the Now Platform®, train employees on the application, conduct app demonstrations, and provide support and maintenance to app customers. Each non-production or "partner instance" is marked with the prefix ven—and provides access to all the capabilities available to our customers to enhance partner development efforts. Some of the key differences between customer production instances and partner instances are:

- **Store**: These instances are unique in that they allow for Technology Participants to upload an application to the ServiceNow App Store. Prior to being published to the Store, applications must first go through a certification process and a marketing review.
- **Scale**: The instances provided are scaled to provide development and marketing support. These instances do not support production level capacity (e.g., millions of asset records).
- **Availability**: The instances provided as part of the Technology Program do not have failover or redundancy built in.
- **Backups**: Participants are encouraged to ensure that they regularly back up their work via exporting update sets should it be necessary for any reason to restore any configuration changes made.
- **Security**: ServiceNow requires that Participants maintain industry-standard levels of security with their instances, including not posting URLs, user IDs, or passwords.
- **Support**: In order to maintain these instances, please contact technology.partners@servicenow.com for support questions regarding your

application. Resets and upgrades of instances can be done through the ServiceNow Support System, but all other instance or certification questions should be directed to technology.partners@servicenow.com.

Technology Program Participants are eligible to purchase additional non-product instances for $2,000 each, up to ten total per year. Additional instances may be purchased through the ServiceNow App Store. ServiceNow Publisher Portal. Purchases of additional instances are final, non-cancellable, and non-refundable.

Number of application certifications

Technology Participants are entitled to a number of application certifications per year as part of the standard Program and Segment fee payment. Participants within the Registered and Specialist segments are eligible to certify up to five (5) apps on the current or previous release. Participants in the Premier and Elite segments may certify up to ten (10) apps on the current or last previous release.

Eligible to purchase additional Technology Partner instances (up to 10 total)

Participants are eligible to purchase up to 10 total additional Technology Partner instances for $2,000 each.

Eligible to purchase additional application certifications

Participants may purchase additional app certifications for $1,000 each, with no additional charge for re-certification.

Access to Preferred Developer Partners

ServiceNow may offer the opportunity for certain Technology Participants to be listed on the ServiceNow Partner Portal as "Preferred Developer Partners." Such listing is an indication to other Technology Participants that the company has demonstrable skill and experience with application development on the Now Platform. A Preferred Development Partner may be a good choice for any new Technology Participant to quickly architect, build, and certify an integration or application that will ultimately reside on the ServiceNow App Store.

Preferred Development Partners have met the following benchmarks:

- Experience successfully navigating the ServiceNow application certification process.
- A thorough understanding of the best practices involved in building an application on the ServiceNow Platform.
- At minimum, 25% of their ServiceNow developers/architects are ServiceNow Certified Application Developers.

Access to online technical guidance and community

Participants are given access to the Store Publisher Portal, which includes a number of resources to help create, certify, and distribute an app through the ServiceNow App Store.

Our Technology Partner Program team members are available to provide technical guidance at technology.partners@servicenow.com when needed. Additionally, Participants are encouraged to participate actively in the ServiceNow Developer Community, where they may collaborate with developers and other Independent Software Vendors (ISVs) from around the world.

Eligible for pre-release access to ServiceNow releases
A few weeks before a new ServiceNow release is available, instructions regarding how to access it are provided to Technology Partners in the Specialist, Premier and Elite segments. Support is available from technology.partners@servicenow.com.

Display Now-Certified Icon for certified app or integration

Eligible to issue press release (significant certification completed or Segment upgrade)
To support your marketing efforts, ServiceNow will work with you to communicate your achievement of a certified product in the ServiceNow App Store or other significant Technology partnership event through a press release.

Eligible for rotational status as ServiceNow App Store Featured Partner
Participants may be selected for featured placement in the ServiceNow App Store based on a combination of factors in ServiceNow's sole discretion, including sales or potential sales, downloads or potential downloads, fit with ServiceNow campaigns, promotions, or events, customer reviews and ratings, and being certified on the latest ServiceNow release.

Eligible for ServiceNow App Store Partner Promotions (paid App vendors only)
Participants may be selected for inclusion in ServiceNow App Store product marketing programs, campaigns, or promotions to increase customer awareness and adoption of Store apps, such as ISV competitions or Store and ISV app promotions at ServiceNow events, at ServiceNow's sole discretion.

ServiceNow ISV Partner Manager (paid App vendors only)
Participants selling a paid app in the ServiceNow App Store will have access to a Partner Manager to discuss the program and ask questions regarding their membership and Store mechanics. Technology Participants within the Elite segment are eligible to meet with Partner Managers who will organize and lead joint roadmap and go-to-market planning sessions. Based on the partnership strategy, the Partner Manager will also include other ServiceNow technology and product leadership for the purposes of jointly sharing product development insights.

Internal Promotion and sales engagement with ServiceNow sales organization
For Participants with paid applications in the ServiceNow App Store, program benefits also include participation in periodic internal ServiceNow sales team communications. ServiceNow ISV Partner Managers may also help facilitate introductions and

recommend appropriate channels and opportunities for Participants to directly engage with sales reps and teams.

Customer Awareness Resources

Technology Participants within the Premier and Elite segments are eligible to engage with ServiceNow to create awareness pieces and activities such as co-branded case studies and white papers, and plan activities such as webinars and training events focused on a jointly-developed solution. Eligible activities are defined by the assigned ServiceNow ISV Partner Manager within a joint business plan and may include additional requirements for partner collaboration or investment.

Program-Specific Criteria

Sales-Only Partners

Mature Versus Developing Markets

ServiceNow awards Program points as attributed to either a Mature Market or a Developing Market, based upon the designated market maturity for the country where the referral or resale takes place, which may be the same or different from the Participant's physical location. ServiceNow's individual classification of a country, part of a defined Market, may change from time to time at ServiceNow's sole discretion. In the case of resale, only countries within the assigned ServiceNow Territory accrue Program points. ServiceNow awards points to the Participants who successfully close business in a Mature or Developing Market country against the criteria noted as "Mature Market" and "Developing Market", respectively.

ServiceNow Mature Market consists of the following countries:

- Australia
- France
- Netherlands
- United States of America
- Canada
- Germany
- United Kingdom

ServiceNow Developing Market consists of all other countries that are not restricted by government sanctions.

Sales are prohibited, and ServiceNow does not pay any fees based on opportunities submitted for end customers located in the following sanctioned countries (including any additional countries added to lists maintained by the Office of Foreign Asset Control (OFAC)) or individuals who are on Specially Designated Nationals lists or other denied-party lists:

- The Crimea
- Iran
- Sudan
- Cuba
- North Korea
- Syria

Resale Territory (Approved Resale Partners Only)

Participants may resell ServiceNow commercially available products and packaged services to any customer domiciled in a country (or type of customer, in the case of U.S. Federal Government customers), listed as their "Territory", for the customer's own internal use. At the time of Program application submission, Participants request approval for one or more countries in which they may legally do business. Each Participant may request multiple countries for its Territory at the time of application to the Program; this Territory will form the basis of the business review by ServiceNow before the Participant is approved for appointment to the Program.

Upon approval, ServiceNow also approves the countries that form the Participant's Territory. A Territory may or may not be comprised of all the countries requested by the Participant, depending on the Participant's capabilities and investments to sell ServiceNow products and services in the requested countries. A Participant may apply to update its Territory at any time while they are a member in good standing in the Program, with any updates to the Territory contingent upon ServiceNow's approval and written confirmation. ServiceNow's designation of a Territory for a Participant is considered part of the Program Terms for a Participant (as the term is used in the applicable partner agreement between ServiceNow and Participant). ServiceNow in its sole discretion may terminate a Territory for a Participant as permitted pursuant to the applicable partner agreement between ServiceNow and Participant.

Note: U.S. Federal Government customers are identified in the list of applicable parts of a Territory. In the event that a Participant is approved to sell to U.S. Federal Government customers, processes for such sales are different; see underline below for more detail.

Resale to U.S. Federal Government Customers (Approved Federal Resale & Public Sector Partners Only)

In addition to its other resale rights, Participants may request that their resale Territory include the U.S. Federal Government and, upon approval, ServiceNow grants further rights permitting a Participant to resell to the U.S Federal Government. ServiceNow engages U.S. Federal Distributors to assist with the particular demands of selling to government customers in the United States of America. The Participant reselling to a U.S. Federal Government customer must send orders for subscription services and professional services to a designated U.S. Federal Distributor instead of transacting directly with ServiceNow. The Participant and applicable U.S. Federal Distributor must enter into an ordering agreement for each Order Form, and the Participant must, in turn, enter into a corresponding ordering agreement with each customer, including the same information.

Note: Any Participant engaging with a Customer within the U.S. Federal sector or Participant desiring to resell to a U.S. Federal Government end customer must apply for and be accepted as a Participant in the ServiceNow Public Sector Partner Program. Click here for information about the Public Sector Partner Program. Membership in the Public Sector Partner Program is contingent on a Participant remaining a current member in good standing in one of the ServiceNow Sales, Services, Service Provider, or Technology Partner Programs. Participant transactions with any other public sector

entities must comply with all terms in this Guide and the Participant's partner master agreement. Any exceptions must have the prior written approval of ServiceNow.

Review of Authorized Use

ServiceNow may monitor a customer's usage of certain products and services. If ServiceNow determines that a customer has exceeded its authorized use, ServiceNow may notify the Participant. At ServiceNow's request, the Participant must require the customer to regain compliance with the scope of authorized use purchased within 30 days of such notification by either:

- Removing numbers, types, and identifiers of unpermitted users and other use requirements.
- Purchasing additional rights to the ServiceNow products or services.

Credit Check Requirement

Resale Participants must pass a credit check and provide two years of audited financial statements, or a reasonable equivalent. To request a credit line increase, after 180 days from the last ServiceNow credit limit approval, navigate to the Programs tab of the ServiceNow Partner Portal and select Request Credit Line Increase.

Active Sales Engagement

To remain in good standing and retain their reselling rights, Participants must actively drive sales engagements for opportunities, including, without limitation:

- Scheduling customer meetings.
- Developing detailed analyses of customer business requirements and challenges, with associated ServiceNow solutions.
- Conducting Subscription Service demonstrations.
- Preparing proof-of-value and return-on-investment calculations.
- Determining each customer's professional services requirements for implementation of ServiceNow solutions.
- Concluding pricing negotiations.
- Executing documents necessary to close transactions in a timely fashion.
- Remaining active with each customer and ServiceNow to ensure a successful customer implementation.

Resale Documentation & Standardization

In addition to any purchase orders and invoices, each resale transaction conducted by a Participant involves at least the following contract documents, which must be signed to complete the transaction:

- Order Form: This is an Order Form that has been signed by ServiceNow and is provided to the Participant for their countersignature. The Order Form establishes a sales agreement between ServiceNow and the Participant. It details the pricing and products to be resold, as well as other details about the customer's use rights. The Order Form also references the Participant's partner master agreement with ServiceNow.

Order Forms that are applicable to a transaction are sent to the Participant, signed by ServiceNow, enabling the Participant to countersign the Order Form once a sales agreement with the customer is reached. Notwithstanding any other provision of a partner master agreement:

- o The Participant is solely responsible for requesting any pricing adjustment to a proposed Order Form for which the Participant believes it is eligible, and no price or discount change shall be retroactively applied.
- o ServiceNow shall have no liability to the Participant for any Order Form that reflects a discount that is different from a discount for which the Participant was eligible.
- Use Authorization: This is the Use Authorization that is provided to the Participant, signed by ServiceNow, for the customer's countersignature. The Use Authorization is a form that mirrors the description of permitted use rights that are provided in the Order Form. It references the subscription services terms that are effective between ServiceNow and the customer.
- Sales Agreement: This is a sales agreement that has been signed by both the Participant and the customer (and not sent to ServiceNow). The sales agreement between the Participant and the customer provides the customer's pricing and payment terms and completes the resale transaction. The sales agreement should also include the "authorized use configuration", for example:

- o A description of the products and services resold.
- o The period of authorized use.
- o Numbers, types, and identifiers of permitted users.
- o Servers and locations.
- o Other parameters limiting or conditioning a customer's access to the ServiceNow products and services.

ServiceNow uses a software-as-a-service (SaaS) model that derives its feature, performance, security, usability, and exceptional value by providing a standardized offering to its customers. As a result, ServiceNow relies on its Participants to articulate its value proposition to customers and avoid negotiated or modified terms in Order Forms, Use Authorizations, subscription agreements, and other transaction documents.

Unless otherwise provided in a partner master agreement or an applicable Order Form, ServiceNow is the customer's direct provider of any subscription services, ServiceNow professional services, and technical support. In the case of a resale transaction, a Use Authorization or Statement of Work is provided to the Participant and must be received and signed by the customer before any subscription services or ServiceNow professional services are provided by ServiceNow. A Participant has no authority to act on behalf of ServiceNow to negotiate or modify Use Authorizations, subscription terms, or other agreements between ServiceNow and the customer. Participants are not permitted to sign a Use Authorization. Modifications to a Use Authorization or other terms between ServiceNow and a customer may result in any of the following:

- A prolonged sales cycle.
- ServiceNow's rejection of a proposed Order Form.

- A review of discounts being offered by ServiceNow to Participant.
- Cancellation of the Deal Registration.

Services-Only Partners

Implementations

An implementation is also known as a deployment. Registration of a Participant's customer implementations or deployments is required to ensure a consistent and high quality ServiceNow customer experience. Participants are required to register all their deployments, except when the Participant is subcontracting for ServiceNow. Failure to register may result in loss of program membership.

A deployment is any piece of services delivery that requires either of the following contracts:

- A Statement of Work (SOW) issued by and between the Participant and its customer directly.
- A Change Order for services done by the Participant where new applications were being deployed, as opposed to a Change Order that was simply adding additional time to a project.

Deployments must be registered through the ServiceNow Partner Portal and must be registered against a current ServiceNow customer. Members of the Service Provider Partner Program will have the ability to state the name of the end user customer they are purchasing licenses for at the time of purchase, on the Order Form. Deployments registered against the Participant's account for Participant's own internal use are not accepted.

Technology-Only Partners

Technology Program Specific Requirements

Participants within the Technology Program achieve program segmentation status by meeting global requirements, maintaining an active membership, being up-to-date with certifications on current ServiceNow releases, publishing to the Store, and maintaining app compliance with the [ServiceNow App Store](#) release support policy and paid annual fee membership.

Requirement	Registered	Specialist	Premier	Elite
Annual Program fee	$5,000	$5,000	$5,000	$5,000
Signed PartnerNow Master Agreement	●	●	●	●
Successfully complete app certification[1]	●	●	●	●
Provide support & maintenance for app or integration	●	●	●	●

[1] Apps represented as certified must be published to and distributed to all customers exclusively via the ServiceNow App Store, and support n-1 release of ServiceNow to maintain listing in the Store.

Annual Program Fee

The annual program fee of $5,000 USD is due upon acceptance into the Program and each year of membership.

Completed Application Certification

Technology Participants are expected to complete app certification within a year of joining the Technology Partner Program. ServiceNow certifies new apps on the current release or the prior release. For publication on the Service Now App Store, Participants must also ensure that their certified apps remain current to the latest or the prior three ServiceNow releases, and complete re-certification as necessary. Participants should request certification through the ServiceNow Store Publisher Portal where they may track progress and maintain contact with the ServiceNow Certification Team. The certification process facilitates the enterprise readiness of your app. The Certification Team will look for compliance with our published practices, and focuses on persistence of the app around:

1. Ensuring platform stability.
2. Security.
3. Performance.
4. Upgradeability.

For more information, please reference the guide to getting your App Certified & Certification Requirements on the ServiceNow Partner Portal. An app may be marketed as being certified by ServiceNow only if it is published and distributed exclusively to all customers via the ServiceNow App Store. (See Now Certified icon benefit below.)

Now Certified Icon

Technology Participants are granted access to a "Now Certified" icon for use in marketing materials associated with their certified app after they have:

- Successfully certified an app or integration.
- Published it to the ServiceNow App Store.
- Remained in compliance with the app and integration recertification requirements.

All apps represented as *certified* by use of the Now Certified icon must be distributed to customers exclusively via the ServiceNow App Store. This icon may not be used to represent a Participant's company as certified. In all cases, Participants shall comply with the ServiceNow Brand and Marketing Guidelines for Participants.

Participants may submit questions and requests for additional information via Submit an Inquiry on the ServiceNow Partner Portal.

Participants may not advertise, or in any other way communicate, that an app is certified if it is not certified. App certification is provided for each version of the ServiceNow subscription service. For example, if an app is certified for the Jakarta release, a Participant may not promote that app as certified for any version of ServiceNow other than the Jakarta release. There is no fee for re-certifying a minor app release or to certify an app against a new ServiceNow release.

App releases with major new features require the use of an additional certification credit. Note that it is critical that customers are presented with correct statements regarding whether a particular app was certified in the form in which it is provided. ServiceNow may terminate its partner master agreement with a Participant who incorrectly advertises, or in any other way communicates, that an app is certified.

Integrations must explicitly and prominently state in the ServiceNow App Store description that the actual use cases and solution elements (ServiceNow products, applications, plugins, tables, etc., and external solution elements) for which their integration is certified.

Participants should not overstate or exaggerate what their integration on the ServiceNow App Store is certified to do. Further, Participants must not characterize their own platform (if any) as being ServiceNow Certified.

Application and Integration Certification

All Participants must accurately advertise their certifications to ensure customers understand which ServiceNow release applies to their certified apps, and not misrepresent certification on an out-of-date release. Apps published on the ServiceNow Store must be certified to the current release or the prior three releases; apps that are not so updated will be delisted from the Store. Please refer to the ServiceNow Upgrades and the Release Cycle article on the ServiceNow Partner Portal.

Only apps and integrations certified on the current ServiceNow release will be considered for ServiceNow App Store promotions.

Product Support to Customers

Each Participant is responsible for providing support for its certified apps to its own customers. Participants should ensure that customers understand who in their organization to contact for help or to initiate a support inquiry. ServiceNow does not provide support for any third-party application and will direct all inquiring customers to the partner. Customers are expected to open tickets directly with the publishing Participant as a result of any defects in that Participant's app. Customers who call ServiceNow will be referred to the Participant's support organization for defect

remediation. The Participant is responsible for notifying all customers of a necessary upgrade to the latest version if a defect is discovered in an existing version. From time to time, ServiceNow may wish to speak to a member of the Participant's support staff to answer product questions or resolve a customer issue escalated to ServiceNow. Each Participant must identify a contact in its organization who is able to hold a technical product discussion and provide support for a Participant's app. Contact names should be noted in the ServiceNow Partner Portal record for each reference.

Number of Certified Application Developers

Whether apps were developed by the Participant directly or by hired third-party developers, Participants are required to identify a minimum number of Certified Application Developers involved in app development. Certified Application Developers learn to create applications by designing application tables, creating and implementing forms, controlling access and integrating workflows into applications. Participants who involve a Certified Application Developer will likely speed time to certification and deliver higher product performance. Contact training@servicenow.com with questions.

Executive Sponsor

Technology Participants within the Elite segment will have a higher level of executive engagement with ServiceNow business units and strategic officers. Each Technology Participant within the Elite segment must identify a member of its executive team to interact with an identified executive counterpart at ServiceNow.

Joint Go-To-Market Planning

Technology Participants within the Elite segment, in conjunction with their ServiceNow identified business managers, will engage in joint business development and business planning on a semi-annual basis. Through the ongoing collaboration between teams, joint planning will establish the technology roadmap and business development activities planned for the year. Quarterly business reviews (QBRs) will be scheduled to evaluate results and the effectiveness of activities planned.

Publishing, Distributing, and Selling Through the ServiceNow App Store

Technology Participants within the Specialist, Premier and Elite segments are required to publish and distribute their certified apps through the ServiceNow App Store. Through the ServiceNow App Store, ServiceNow customers can discover, evaluate, try, demo, and purchase apps that extend and complement their ServiceNow solution, as well as directly contact and interact with Participants.

Membership in the Technology Partner Program is required to publish and sell certified apps on the ServiceNow App Store. Unless the Participant uploads a different license agreement to the ServiceNow App Store, customers are presented with the terms attached hereto as Appendix 1 upon requesting installation of a Participant's app.

Application Certification

To publish an application to the ServiceNow App Store, Participants must first take the application through the certification process. This certification process involves over 50

tests, both automated and manual, culminating in a live demo of installing, configuring, and running through the Participant's test plan with the certification team.

To begin the certification process, a pre-certification tool must be installed on the Participant's Instance with the application and run against the application. After successfully passing the pre-certification check, the application can be submitted to the certification process via the application menu of the application on the instance.

The certification process is officially started by submitting the app from the Publisher Portal (under the Certification tab) and submitting a description of the pricing model to ServiceNow. Subsequent certifications of the application, based on updates of the application or a new version of the Now Platform, go through an expedited certification process.

Distribution

Technology Partner Program participants must distribute their app via the ServiceNow App Store; no other distribution mechanisms are permitted.

After an application is certified for distribution on the ServiceNow App Store, it may no longer be distributed as an update set, or otherwise as part of an implementation service. In some cases, additional content may be published which cannot be packaged as part of an initial, scoped application, but must be approved by the Certification team.

Publishing & Withdrawal from Store

Participants may publish a certified app to the ServiceNow App Store by selecting the "Publish to Store" button in the Publisher Portal. To update the associated collateral, make the necessary changes in the app record and select the "Publish to Store" button.

The publishing Participant may withdraw their app from availability in the ServiceNow App Store at any time. However, any purchased app within its subscription period remains accessible to the customer for the remainder of the subscription term that is applicable to that app.

Note: if a customer's subscription period expires, the customer is no longer able to use an app that was purchased from the ServiceNow App Store.

Pricing Models

Four subscription pricing models are available in the ServiceNow App Store:

1. **Free:** Commonly used for integrations with external services.
2. **Priced:** Often used with any discounts the Participant chooses to apply for a particular customer.
3. **Custom:** Price/Unit/Month.
4. **Price Hidden:** Customers need to contact the app publisher for pricing details.

Priced, *Price Hidden and Custom* models are considered *paid* models.

The subscription term for any app must be 12 months, regardless of the time remaining until the renewal of a customer's instance of the Now Platform. If a customer's access

to the Now Platform terminates before the customer's subscription to a Participant's app, the customer will no longer be able to use the Participant's app.

Revenue Sharing & Minimums

The payment requirements of the Revenue Share Schedule that are available on the ServiceNow Partner Portal shall apply to any applications that are distributed on the ServiceNow App Store, for which a Participant receives revenue.

When a custom pricing model is chosen, Participants need to work with a Partner Manager to find the floor that is applicable to that pricing model and to provide sufficient information to the Certification team to measure usage.

Licensing

To the extent that a Participant provides its own license terms governing use of an app that is sold from the ServiceNow App Store:

- The subscription period of the app must be for 12 months, with monthly billing to the customer.
- Any customer payment and tax terms must be as provided in the Store Terms of Use presented to the customer on the ServiceNow App Store portal.
- If the customer must access a third-party technology to use an app, the Participant must notify the customer that such access is required in addition to purchasing the app, including a notification that any additional fees may apply.
- The terms must comply with the license restrictions as provided in the publisher's partner master agreement with ServiceNow.

Now Platform Use License

All custom applications (including applications in the ServiceNow App Store) require that the customer using it has platform subscription rights to run applications and customizations from ServiceNow.

For applications that have, and follow, the revenue sharing guidelines (as described above and in the Revenue Share Schedule), the platform subscription rights to run the app solely on the Now Platform accompany the Store transaction. Applications that do not participate in revenue sharing, or do not comply with the minimums described in the Revenue Share Schedule, do not have this benefit and customers need to purchase additional platform subscription rights to run applications and customizations from ServiceNow.

Customer Payment

The ServiceNow App Store can accept payment by either credit card or purchase order (PO) from customers.

For customer purchases of a Participant app on the ServiceNow App Store with a credit card, the credit card is charged on a monthly basis, based on the price that the Participant settled on with the customer.

For all transactions, regardless of payment method, in addition to the cost of the app, the customer is charged the appropriate tax amount. Payment must be completed within 30 days of the customer's purchase. App subscription agreements, or Participant

marketing materials, may not contradict these payment terms. If no payment is made within 60 days following the date of the customer's purchase, the app is automatically removed from the customer's instance (or made inaccessible).

Participants may change the price at which an app subscription is offered; however, any previously-purchased apps within their subscription term remain unaffected by the price change for the remainder of that subscription term, to a maximum of one year.

Application Renewals
All applications automatically renew at the end of the prior subscription term.

If a Participant wants to terminate the subscription, they must do so up to 90 days prior to the end of the subscription term. If not, the customer or Participant (depending on the transaction model) will be automatically charged for an additional term at the previous term's rate.

Partner Governance

ServiceNow is committed to conducting its business at the highest level of satisfaction for its customers. To this end, ServiceNow has established and maintains a Partner Governance Process. The Partner Governance Process is designed to prevent, detect, and remediate unacceptable behavior within the ServiceNow partner ecosystem. Unacceptable behavior is defined as any, but not limited to, of the following:

- Continual low CSAT scores.
- Staffing projects with inappropriately certified resources.
- Code of Conduct and branding violations.
- Causing substantial negative business impact to customers due to incorrect implementation.
- Failure to register and maintain new business opportunities and/or customer deployments.

When ServiceNow becomes aware of potential unacceptable behavior, it promptly investigates such matters and decides whether the facts substantiate the existence of unacceptable behavior. Substantiated violations are consistently addressed, leveraging the following Accountability Matrix to remediate and deter future violations.

Accountability Matrix

Offense	Outcome	Duration	Impact	Purged
Registered Participants				
Offense #1	Suspension	6 months	• Removed from Active Partner List • No deal registration discounts	After 1 year
Offense #2	Termination	Permanent		
Specialist & Premier Participants				
Offense #1	Warning	-	• Suggested Enablement	After 6 months
Offense #2	Suspension	6 months	• Removal from Find A Partner • No ServiceNow event sponsorship • Removal from Active Partner List • Removal of education discount • No deal registration discounts (Sales) • No Segment press release • No use of Program Segment badge • No access to co-branded collateral • Loss of joint sales & marketing planning (not offered for Specialist – applies to Premier only) • Removal from Authorized Trainer Program • Removal from Catalyst Program • Mandated training and certification where applicable, based on the offense	After 1 year
Offense #3	Termination	Permanent		
Elite Participants				
Offense #1	Warning	-	• Suggested enablement	After 6 months
Offense #2	Warning	-	• Mandated training and certification where applicable, based on the offense	After 6 months
Offense #3	Suspension	6 months	• Removal from Find-a-Partner • No ServiceNow event sponsorship • Removal of education discounts • Removal from Active Partner List • No deal registration discounts (Sales) • No Segment press release • No use of Program Segment badge • No access to co-branded collateral • Loss of joint sales and marketing planning • Removal from Authorized Trainer Program • Removal from Catalyst Program • No joint customer activities • Mandated training and certification where applicable, based on the offense	After 1 year
Offense #4	Termination	Permanent		

Additional considerations:

- ServiceNow allows suspended Participants to retain access to their demo instances for the duration of a suspension.
- If and when a Participant is identified for termination, ServiceNow provides 90 days of access to the demo instances to either permit the Participant to move IP or buy the instances (with an additional 30 days, beyond the official retire date, due to system processes). The demo instances not purchased are inaccessible 120 days after the official termination date.
- Suspension term is six months – reinstatement is by Program approval only.
- A Participant cannot have two suspensions less than 365 days apart. If this occurs, ServiceNow provides notice of Program termination.
- A Participant cannot have two warnings less than six months apart. If this occurs, the Participant is suspended.

Appendix 1: Default Terms & Conditions

In the event that a Participant does not provide subscription terms and conditions that are applicable to its published app, the following terms and conditions are presented to each Customer upon the purchase or installation of an app:

THANK YOU FOR CHOOSING THE ACCOMPANYING APPLICATION OR INTEGRATION (TOGETHER WITH ITS DOCUMENTATION, THE "APP"). THESE TERMS ARE THE LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU, THE INDIVIDUAL PERSON ACCEPTING THIS AGREEMENT OR THE COMPANY OR OTHER ORGANIZATION ON WHOSE BEHALF YOU ACCEPT THIS AGREEMENT ("YOU"), AND THE INDICATED PROVIDER OF THE APP ("VENDOR"). PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU ARE A COMPANY OR OTHER ORGANIZATION, THEN THE INDIVIDUAL PERSON WHO ACCEPTS THIS AGREEMENT ON YOUR BEHALF MUST HAVE (AND SUCH PERSON HEREBY REPRESENTS TO VENDOR THAT HE OR SHE DOES HAVE) THE AUTHORITY TO BIND YOU TO THIS AGREEMENT. OTHERWISE, YOU MAY NOT ACCESS OR USE THE APP.

VENDOR IS ONLY WILLING TO PROVIDE THE APP TO YOU ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. YOU ACCEPT THIS AGREEMENT EITHER BY: (A) REPRODUCING OR USING THE APP; (B) CLICKING THE "I ACCEPT" OR SIMILAR ICON WHEN YOU DOWNLOAD THE APP; OR (C) OTHERWISE ELECTRONICALLY INDICATING ACCEPTANCE. IF YOU ARE UNWILLING OR UNAUTHORIZED TO ACCEPT THIS AGREEMENT, DO NOT ACCESS OR USE THE APP.

THE APP IS SOLELY INTENDED AND LICENSED FOR USE WITH SERVICENOW® HOSTED SOFTWARE AND SERVICES (COLLECTIVELY, "SERVICENOW PLATFORM") PROVIDED BY SERVICENOW, INC. OR ITS AFFILIATES ("SERVICENOW"). SERVICENOW IS NOT RESPONSIBLE FOR (AND WILL HAVE NO LIABILITY TO YOU IN CONNECTION WITH) THE APP OR THIS AGREEMENT.

1. Ownership. The App is protected by copyrights and other intellectual property rights. You agree that all worldwide copyright and other intellectual property rights in the App, and all copies of the App however made, are the exclusive property of Vendor and its licensors. All rights in and to the App not expressly granted to You in this Agreement are reserved by Vendor. There are no implied licenses under this Agreement.

2. Subscription. Upon payment by You of the applicable subscription fees, the App will be enabled for Your own internal use, during the Term (defined below), through a single authorized instance of the ServiceNow Platform. No license is granted to You under this Agreement to use or access the ServiceNow Platform. Access to the ServiceNow Platform must be separately purchased from ServiceNow. You are not entitled to delivery of a copy of the App apart from its deployment on Your single authorized instance of the ServiceNow Platform.

3. Restrictions on Use. You may not do (or permit others to do) any of the following: (a) modify, adapt, alter, translate, or create derivative works of the App, except that You may configure and customize the App solely to the extent that it is possible to do so using the features and functionalities of the ServiceNow Platform in their ordinary and

intended manner; (b) merge or otherwise integrate the App with external components or other software except for components of the ServiceNow Platform; (c) sublicense, lease, rent, loan, assign or otherwise transfer the App or any license hereunder to any third-party; (d) host, upload, use or access the App via a time sharing, service bureau, virtualization, hosting or other remote access arrangement, except for Your single authorized instance of the ServiceNow Platform as hosted by ServiceNow; (e) reverse engineer, decompile or disassemble the App or otherwise attempt to derive the source code of the App except and only to the limited extent that we provide such source code or that such activities are expressly permitted by applicable law notwithstanding this limitation; (f) remove, alter, or obscure any confidentiality or proprietary notices (including copyright or trademark notices) of Vendor or its suppliers on, in or displayed by the App; (g) reproduce or use the App except as expressly authorized under Section 2 (without limiting the foregoing, You may not use the App apart from the ServiceNow Platform); or (h) circumvent, or provide or use a program intended to circumvent, technological measures provided by Vendor to control access to or use of the App.

4. Services. Limited customer support is available during the hours, and via the contact information, provided on Vendor on the ServiceNow App Store. If Vendor provides no support information, then no maintenance, support or other services are provided under this Agreement.

5. Fees & Payment. Your rights under Section 2 are conditioned upon payment by You of the applicable subscription fees to Vendor (either directly or through the ServiceNow® Store). Subscription fees are payable annually in advance unless a monthly payment option is offered to you through the ServiceNow® Store (in which case subscription fees are payable monthly in advance). All fees are non-refundable and non-cancelable except as expressly provided in this Agreement and do not include sales and use taxes, value-added taxes, goods and services taxes, excise, business, service, withholding tax, shipping, or customs duties and similar transactional taxes and fees, all of which You are responsible for paying above and beyond the subscription fees due to Vendor. Fees not paid when due will accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower, applied as of the date of invoice. Failure to pay fees when due may result in the withdrawal of Your app from Your instance.

6. Disclaimer of Warranty. THE APP IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. VENDOR EXCLUDES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, RESULTS, EFFORTS OR QUIET ENJOYMENT. THERE IS NO WARRANTY THAT THE APP IS ERROR-FREE OR WILL FUNCTION WITHOUT INTERRUPTION. YOU ASSUME THE ENTIRE RISK ARISING OUT OF THE PERFORMANCE OR USE OF THE APP. TO THE EXTENT THAT VENDOR MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

7. Limitation of Liability. EXCEPT TO THE EXTENT THAT DISCLAIMER OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT WILL VENDOR, SERVICENOW, OR ANY

OF THEIR RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE TO YOU FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APP, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES ARISING FROM LOSS OF REVENUE, USE, DATA, OR PROFITS, INJURY TO REPUTATION OR GOODWILL, OR THE COST OF SUBSTITUTE GOODS OR SERVICES) WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE. IF, UNDER APPLICABLE LAW, LIABILITY FOR DIRECT DAMAGES CANNOT BE EXCLUDED (NOTWITHSTANDING THE FOREGOING), THEN THE TOTAL CUMULATIVE LIABILITY OF VENDOR (OR ANY OTHER PERSON) IN CONNECTION WITH THIS AGREEMENT AND THE APP, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF US$5.00 OR THE AMOUNT OF SUBSCRIPTION FEES (IF ANY) THAT YOU PAID TO VENDOR FOR USE THE APP GIVING RISE TO LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. YOU ACKNOWLEDGE THAT THE SUBSCRIPTION FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT VENDOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SERVICENOW WILL HAVE NO LIABILITY TO YOU, WHETHER IN CONTRACT, IN TORT OR OTHERWISE UNDER THIS AGREEMENT OR IN RELATION TO THE APP. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF AN EXCLUSIVE REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE.

8. Term & Termination. The term of Agreement ("Term") will commence upon Your acceptance and will remain in effect for one (1) year; thereafter the Term shall automatically renew for successive one (1) year periods, subject to payment by You applicable subscription fees, unless Vendor notifies you of its intention not to renew prior to expiration of the then current Term. You may terminate this Agreement at any time and for any reason by giving written notice to Vendor; provided, however, that You will not be entitled to a refund of any fees paid hereunder. Vendor may terminate this Agreement, effective immediately upon written notice to You if You: (a) fail to pay any portion of the subscription fees when due and fail to cure such non-payment within thirty (30) days after receipt of notice of same; or (b) if You otherwise breach any provision of this Agreement. Upon expiration or termination of this Agreement, Your rights to use or access the App terminate, and the App must be removed from Your instance of the ServiceNow Platform. Sections 1, 5, 6, 7, and 8 will survive expiration or termination of this Agreement for any reason.

9. General Provisions.

9.1. Choice of Law & Venue. This Agreement will be governed by the laws of the State of California without giving effect to any choice of law principles that would require the App of the laws of a different country or state. Any legal action between You and Vendor arising out of this Agreement or Your use of the App must be instituted exclusively in the federal or state courts located in Santa Clara, California, and You consent to jurisdiction and venue in such courts. The United Nations Convention on

Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (USA) do not apply to this Agreement.

9.2. Compliance with Laws. You will comply with all applicable export and import control laws and regulations in Your use of the App and, in particular, You will not export or re-export the App without all required government licenses. Regardless of any disclosure made to Vendor of an ultimate destination of the App and accompanying technical documentation, You acknowledge that all such materials are being released or transferred to You in the United States and may be subject to U.S. export control laws and regulations including regulations of the U.S. Bureau of Industry and Security. You will defend, indemnify, and hold harmless Vendor and its licensors, suppliers and resellers (including ServiceNow) from and against any violation of such laws or regulations by You.

9.3. U.S. Government Rights. If You are a branch or agency of the U.S. Government, then You acknowledge that the App is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any technical data provided with such App is commercial technical data as defined in 48 C.F.R. 12.211. Consistent with 48 C.F.R. 12.211 through 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, and 48 C.F.R. 252.227-7015, all U.S. Government end users acquire the App with only those rights set forth in this Agreement.

9.4. Relationship between the Parties. The parties are independent contractors neither party is the agent, Partner, employee, fiduciary or joint venturer of the other party under this Agreement. ServiceNow is an express third-party beneficiary of those provisions excluding or limiting its warranties and liabilities to You

9.5. Assignments. You may not assign or transfer, by operation of law or otherwise, any of Your rights under this Agreement (including Your licenses with respect to the App) to any third-party without Vendor's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. Vendor may freely assign its rights or delegate its obligations under this Agreement.

9.6. Language. This Agreement is in the English language and its English language version will be controlling over any translation, except and to the extent when required by applicable law.

9.7. Remedies. Except as otherwise provided herein, the parties' rights and remedies under this Agreement are cumulative. You acknowledge that the App contains valuable trade secrets and proprietary information of Vendor and its suppliers, that any actual or threatened breach of this Agreement by You will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

9.8. Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.9. Severability. If any provision of this Agreement is held unenforceable by a court, such provision may be changed and interpreted by the court to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, You agree that Sections 6 and 7 will remain in effect notwithstanding the unenforceability of any other provision of this Agreement.

9.10. Entire Agreement. This Agreement constitutes the final and entire agreement between the parties regarding the subject of this Agreement and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of any purchase order or similar document submitted by You to Vendor or ServiceNow will not be effective to alter the terms of this Agreement.