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ServiceNow®
Sales, Services and Technology Partner Program Guide

August 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 deals referrals, resale of products or services, 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 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 ServiceNow website
- 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 segments of Participants 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 categories is vitally important to ServiceNow, and each will enjoy benefits tailored to the cohort of Participants within that segment.

The figure below is a graphical representation of the framework outlined above.

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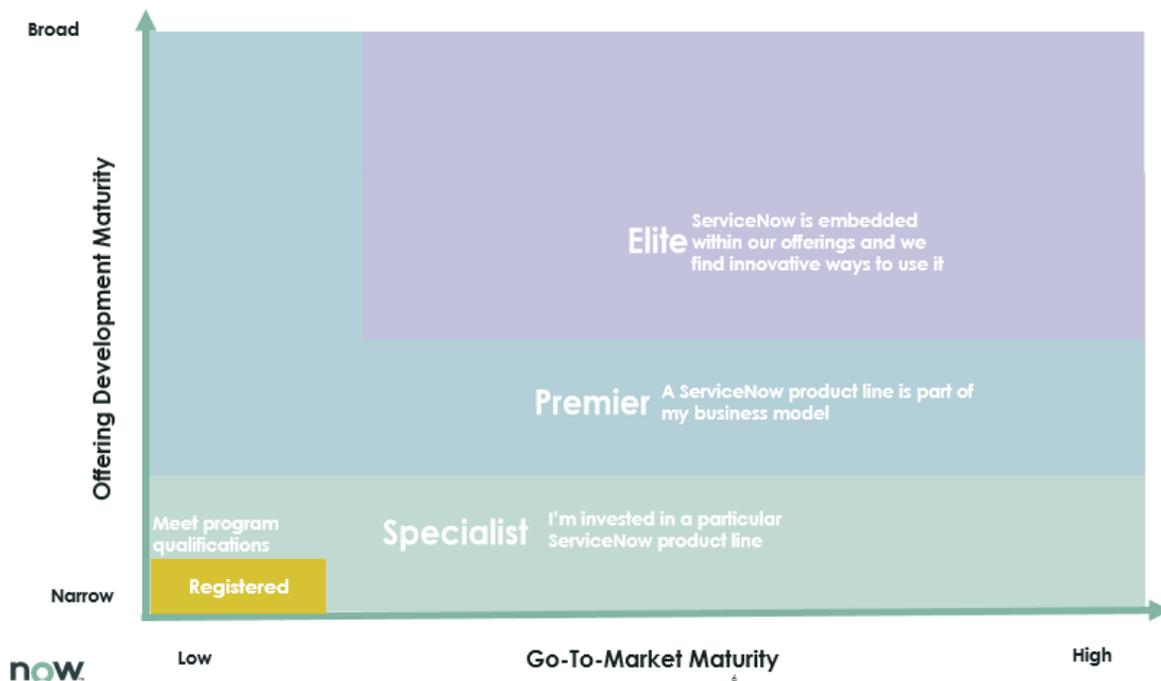
For a complete list of the assessment criteria, respective weighting and segment thresholds, please review the following supplementary article Partner Assessment Framework.

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 and is critical in earning customers' respect.

To ensure that ServiceNow creates business relationships only with Participants that share this commitment, ServiceNow requires that Program members read, and ensures that they comply with, the Partner Code of Conduct, posted on the Partner Portal, updated in partner communications, and available upon request to the Partner Program team.

Program Status

Each Participant should use the partner dashboard (available on the Partner Portal) to track their progress against achievements within the Partner Program.

ServiceNow continuously assesses Participants' program achievements against published program criteria to determine each Participant's appropriate segment placement. Program status is determined by a rolling 365-day assessment period. In addition, Participant's results are monitored, on a monthly basis, 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 the Program Guide and compliance rules.

More Information

Submit a Support Request via the ServiceNow Partner Portal to ask questions or request additional information.

Partner Assessment Overview

The assessment criteria have been expanded and selected to specifically provide 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, which are considered by:

- Customers that are actively searching for an implementation/services partner or application

- ServiceNow Sales teams that need a partner to fill an engagement gap or assist with a prospect

These criteria are designed to help take the "guess-work" 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 measure 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, strengthened business alignment.

The table below shows the current criteria and alignment to Y- (skills) or X- (go-to-market) axis:

	Offering Development Maturity	Go-to-Market Maturity
Influenced ACV		X
Sourced ACV		X
YoY Growth		X
Net New Logos		X
App ACV		X
App Net New Logos		X
Sys Admin	X	
Sales & Pre-Sales Accreditations	X	
Delivery & Suite Certification & Dev Cert	X	
SP Applications	X	
Product Line Achievement	X	
Workflow Achievement	X	
Authorized Trainers	X	
Apps Built	X	
App Events	X	
TPP QuickStart & TPP Learning Paths	X	
Survey Responses	X	
Customer Satisfaction Ratings	X	
SP Named Customer Accounts		X
Application Reviews		X
Showcase References		X
Deal Registrations		X
Completed Implementations		X

Minimum Level Qualifications

The Partner Program will no longer require Participants to meet Minimum Level Qualifications. Registered Participants, however, will be required to earn sufficient achievements within 12 months of onboarding to transition to either 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 100 hours or 20% of total contract hours for the specific engagement

- Acceptance of engagement assessment as provided by ServiceNow Customer Outcomes engagement team

Participants subcontracting to other ServiceNow partners

- Must perform 100 hours or 20% of total contract hours for the specific engagement

- 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 status. ServiceNow will not assess Participants in a subcontracting arrangement that 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 status of "Completed".

Program Points Criteria

Points are awarded when the Participant meets the minimum requirements across specific criteria. Review **this article** for more information on the Points System criteria.

Y-axis Criteria

System Administrator Certifications
Participants accrue points when active users obtain ServiceNow System Administrator certifications which are not specific to a ServiceNow product family.

Sales & Pre-Sales Accreditations – Reseller Foundations
Reseller Foundations is a prerequisite course for both the Sales Solution Specialization and Pre-Sales Solution Specialization. The Reseller Foundations curriculum introduces the ServiceNow strategy and vision, as well as the various programs and processes Participants should be familiar with to effectively work with ServiceNow. Reseller Foundations is the first step towards achieving either the Sales or Pre-Sales Accreditation and should be completed prior to selecting either the Sales or Pre-Sales Solution Specialization.

ServiceNow offers Participants a number of sales and pre-sales training courses to build competence to drive sales around specific solutions. Once Participants complete Reseller Foundations, they must complete at least one of the Sales Solution Specialization learning paths to achieve the Sales Accreditation, and as applicable, at least one of the Pre-Sales Solution Specialization learning paths to achieve the Pre-Sales Accreditation. Participants can accrue points for active users who have attained the Sales and Presales accreditations within the desired ServiceNow product line that will be resold or implemented.

Deliver and Application Developer Certifications

Participants can accrue points for active users who have obtained the Deliver and Application Developer certifications that have yet to expire within their preferred ServiceNow product line.

SP Applications

"SP Applications" are scoped applications designed, built and delivered by a Participant who is a member of the Service Provider Partner Program within their instance(s). SP Applications that are submitted to and successfully complete the SN Validation process will be included in the points calculation for the program. Participants shall not be entitled to earn points for SP Applications until the ServiceNow Service Provider Partner Program becomes effective, which is expected July 2019. Information regarding the submission and validation by ServiceNow of SP Applications shall be made available when the ServiceNow Provider Partner Program launches.

ServiceNow Authorized Trainers

Authorized Trainers are individuals who have met the associated requirements defined in the Authorized Training Partner Program to deliver both internal and public classes for ServiceNow. Participants with qualified instructors on their teams increase self-sufficiency which can greatly accelerate internal learning effectiveness and reduce internal training costs overall. Points are awarded for each unique authorized trainer. More information can be found on the ServiceNow Authorized Training Partner web page and questions can be emailed to training@servicenow.com.

Applications Built on the Platform & Available in AppStore

Technology Program Participants earn points per paid, native application that is published (and maintained) in the AppStore.

ServiceNow App Events Held by Partner

Technology Program Participants earn points per application-related event they host during the assessment period (rolling 365 days)

Technology Learning Plans

Technology Program Participants earn points by completing Technology Partner Program enablement.

Technology Partner Program completion - Completion by one or more partner developers of the more comprehensive "Technology Partner Program" learning plan on the ServiceNow Developer Site located at https://developer.servicenow.com/app.do#!/lp

Technology Partner Program Quick Start completion – Completion by one or more partner developers of the "Technology Partner Program Quick Start" learning plan on the ServiceNow Developer Site located at https://developer.servicenow.com/app.do#!/lp

Customer Satisfaction (CSAT) Rating

The CSAT rating is calculated based on the following criteria, measured over a rolling 365-day period:

- The survey score is from a registered Participant's direct deployment or recognized subcontracting engagement

  CSAT survey scores from deployments where the Participant is subcontracting for ServiceNow, or another partner will apply based on meeting thresholds outlined in the **Subcontracting Recognition** section on Page 10 of this guide
- The survey is from a Participant's direct deployment or recognized subcontracting engagement that was completed within the past 365 days.
- The state of the survey is closed. All responses have been received, or the CSAT survey period is completed.

Customer Satisfaction Survey Response

One point is awarded for each CSAT response, up to the respective point maximum from the total number of surveyed deployments with an end date over a rolling 365-day lookback period. The survey record must be in a closed state to accrue points. For additional information, search for the Customer Engagement Survey on the Partner Portal Knowledge database.

Validated App Review

Technology Program Participants receive points for validated application reviews that are submitted by their application customers. Customers can write a review only after they have purchased an application.

Service Provider Named Accounts

Measurement of the number of Named Customers a Participant in the Service Provider Partner Program has, as measured on a rolling 365-day basis. A "Named Customer Account" refers to an end customer of a Participant to whom Participant provides access and use rights to pursuant to the Service Provider Partner Program. Each end customer with a unique Global Ultimate Dun & Bradstreet (DUNS) number will be counted as a single Named Customer Account. Participants shall not be entitled to earn points for Named Customer Accounts until the ServiceNow Service Provider Partner Program becomes effective, which is expected July 2019.

Product Line Achievements (Practice)

The Product Line Achievement is designed to recognize a Participant's level of experience with individual ServiceNow products. This requirement can be achieved through obtaining certifications, plus completed implementations for the specified product and minimum CSAT scores as assessed for the product engagements. Deliver accreditations are being replaced by certifications. It is the Participant's responsibility to understand what qualification, accreditation, or certification is applicable to a particular product. For a list of available product line achievements, the applicable certifications, and deployed products, review the **Partner Assessment Framework** article.

Workflow Achievements

Workflows are families of specific Product Lines designed to support core business functions.

X-axis Criteria

Annual Contract Value (ACV) is measured by the total Net-New subscription ACV including:

- Successful completion of resale and referral sales of products eligible for resale by Participants
- Service Provider (MSP) direct purchases of subscriptions from ServiceNow on behalf of customers
- Purchases for internal use
- Influence (as defined in the Deal Registration Terms and Conditions) of a subscription sale

ACV points are calculated based on a rolling 365-day period. In addition, the following criteria shall apply:

- Existing contract ACV upon renewal and Customer Outcomes will not be counted toward Participant's ACV.

- Only registered deals will receive referral fees, resale discounts, and apply towards the points criteria.
- Revenue in USD shall be measured as the equivalent value in local currency at deal close date, as applicable to the Participant.

Influence & Sourced ACV

Any Net-New ACV for ServiceNow opportunities to which the Participant is attached in a Sales capacity, or has been credited as bringing to ServiceNow, will apply. Net-New ACV is achieved when a Participant successfully completes a sale of a subscription to a ServiceNow enterprise offering, with at least one production instance for dollars that count towards the Participant's ACV, and such sale is to a net-new ServiceNow customer with a unique Global Ultimate Duns & Bradstreet number (DUNS). Participants do not get Net-New ACV credit for a sale to an affiliate of an existing ServiceNow customer, even if the sales conclude at the same time.

Influence ACV YoY Growth

Measurement of Participant influence ACV as a comparison to the previous year for Net-New ACV for ServiceNow opportunities to which the Participant is attached in a Sales capacity. A minimum of 24 months of ACV data is required to achieve points in this category.

Net-New Logos

A Net-New Customer Logo is achieved when a Participant successfully completes a sale of a subscription to a ServiceNow enterprise offering with at least one production instance for dollars that count towards the Participant's ACV, and such sale is to a Net-New new ServiceNow customer with a unique D&B GULT DUNS. Participants do not get Net-New Customer Logo credit for a sale to an affiliate of an existing ServiceNow customer, even if the sales conclude at the same time. For Technology Program Participants, this also includes initial purchase of an OEM version of the Participant's application by a customer. Please note that neither purchases of ServiceNow AppStore versions of the Participant's application nor upsells count towards these criteria.

Net-New ServiceNow Store ACV

Net new ACV is the amount due to ServiceNow as part of the revenue sharing arrangement discussed later in this Program Guide. Customers may either be new or existing ServiceNow customers who obtain and are shown to be active app users. The amount of net new ServiceNow Store ACV is reviewed every quarter.

ServiceNow Store ACV YoY Growth

Measurement of Participant ServiceNow Store ACV revenue as a comparison to the previous year for Net-New ACV for ServiceNow Store sales attributed to sales of

Participant's applications. A minimum of 24 months of ACV data is required to achieve points in this category.

Deal Registrations

Sales leads that are submitted and approved through ServiceNow's partner deal registration process. Deal registrations are reviewed and evaluated according to published deal registration guidelines that can be found here.

Showcase References (Customer Success Stories)

Participants achieve success throughout the year and have an opportunity to share customer sales or implementation success stories with ServiceNow. A Customer Success Story shall mean a story submitted by Participant, for which the Participant has the customer's permission to share, and confirmation from ServiceNow that reports a closed deal or a product deployment (not including a ServiceNow Store transaction) where a Participant overcame challenges to Land, Expand, or Retain a ServiceNow customer.

For example, the success story could include:

- Bringing a Net-New customer to ServiceNow
- Upselling or cross-selling to dramatically increase subscription licenses
- Overcoming issues to retain a customer
- Successfully selling ServiceNow over the competition
- Another significant differentiator that drove customer success

Customer Success Stories should be submitted using the form provided on the ServiceNow Partner Portal. Submissions are evaluated internally by ServiceNow for product sales, services, or marketing trends. Once approved by ServiceNow, Customer Success Stories that include a referenceable customer, and with appropriate customer permissions, may be shared either internally or externally, depending on the messaging involved. This is done at the sole discretion of ServiceNow.

Completed Implementations

Registration of a customer implementation or deployment 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.

Participants must identify if they are the Prime or the Subcontractor for the Participant-led deployment during the registration process. All customer engagements must be registered with the signature page of a statement of work (SOW), a work order, a purchase order, customer email, or other formal written confirmation of a business relationship between the Participant and the customer.

Registered deployments apply towards the Completed Implementation points if they meet the following criteria:

- The deployment is a Participant-direct deployment or subcontracting engagement that meets the subcontracting recognition thresholds outlined in the Subcontracting Recognition section of this guide *and*
- The deployment state equals "Completed" *and*
- The end date of the deployment is within the past 365 days *and*
- The deployment is eligible for survey. Deployments which are not surveyed (e.g. Support, Training, Remote Admin, Other) do not qualify for Completed Implementation points.

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 collateral to 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 ServiceNow Learning Portal or Partner Portal.

Partner Communication
Participants receive regular communications in the form of newsletters, email messages, and relevant partner information shared via the 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 a Support Request via the ServiceNow Partner Portal.

Program Benefits At-a-Glance

The following table identifies Program benefits that are available to Participants across the Partner Program.

Benefit	Registered	Specialist	Premier	Elite
Find a Partner Listing on ServiceNow Website		X	X	X
Sponsor ServiceNow Events	X	X	X	X
Receive Education Training Discount (Services Only)		50%	50%	50%
Eligible for Strategic Business Planning & Reviews			2x/year	Quarterly
Access to the ServiceNow Learning Library	X	X	X	X
Access to Partner Development Center	X	X		
Access to Regional Account Manager			X	X
ServiceNow Demo Instances (Sales & Services)	4	7	10	20
Demo Instances (Sales only or Services only)	3	4	5	10
Discounts for approved Deal Registrations (Sales only; see Deal Registration Terms and Conditions for discount details)	X	X	X	X
Program Segment Press Releases		X	X	X
Program Segment Badge		X	X	X
Reference Customers on ServiceNow Website		X	X	X
Access Co-Branded Templates & Materials			X	X
Participate in Joint Sales & Marketing Planning			X	X
Joint Customer Activities – Webinars or Training Events				X
Eligible to Join Authorized Training Partner Program, if qualified (Services & SP only)		X	X	X
Eligible to Apply for the Partner Catalyst Program		X	X	X
Eligible to Participate in Validation Pilot Program	Global Strategic Partners, Participants who have purchased Partner Success, and Participants' Catalyst Solutions			
Technology Partners Only				
ServiceNow Technology Partner instances	2	2	4	8
Number of application certifications[1]	5	5	10	10

Benefit	Registered	Specialist	Premier	Elite
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	$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
Eligible to receive referral fee from ServiceNow for approved opportunities	X	X	X	X
Eligible to sponsor ServiceNow events[2]		X	X	X
Display Now Certified icon for certified app or integration[3]		X	X	X
Eligible to issue press release upon significant certification completed or Segment upgrade		X	X	X
Eligible for rotational status as Store Featured Partner		X	X	X
Eligible for ServiceNow 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
Eligible for Customer Awareness resources (case studies, joint webinars, ServiceNow customer newsletters)			X	X
Eligible to access Partner Marketing Center (paid app vendors only)			X	X

[1]Re-certification is free.
[2]Event sponsorship eligibility: ServiceNow Sales Kickoff with requirements; ServiceNow User Groups (SNUGs), NowForums, and Knowledge sponsorships open to Specialist segment or above. All sponsorship requests accepted at discretion of ServiceNow.
[3]Only apps published in the ServiceNow Store and distributed to customers exclusively via the Store will receive or may display the Now Certified logo.

Benefits Details

ServiceNow Learning Library Access
Participants within the Registered, Specialist, Premier, and Elite segments are granted access to the ServiceNow Learning Library. The ServiceNow Learning Library 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.

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

Press Release Eligibility
To support Participant marketing efforts, ServiceNow provides Specialist, Premier and Elite Participants with a press release template to communicate a new Program membership with ServiceNow or a Program Segment upgrade.

Press Release Guidelines
- No press release mentioning ServiceNow or the Program may be released to the public without the express written permission of ServiceNow.
- Participants must receive prior written approval for each press release in which ServiceNow is mentioned.
- Participants are responsible for creating and issuing their press release on newswires.
- ServiceNow provides a standard template with approved company information.
- Neither the ServiceNow boilerplate nor the ServiceNow stock ticker may be included in Participant's press releases.
- Appropriate press release topics include membership in the Program, significant joint-ServiceNow solution or product, or other topics approved by ServiceNow.

Press Release Approval Process
1. Participants submit their draft press release via the Support Request in the ServiceNow Partner Portal, along with their desired issue date.
2. ServiceNow reviews the Participant's press release and responds within five business days.
3. ServiceNow may return the Participant's press release drafts, requesting edits and an updated version to review.

4. When completed, ServiceNow approves the Participant's press release. ServiceNow reserves the right to decline approval if necessary.
5. ServiceNow must be notified and approve any additional changes made to the press release after it has been formally approved by ServiceNow, and prior to being distributed.
6. Participant submits a final, clean version of its press release via the Support Request in 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 that 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, the ServiceNow Brand and Marketing Guidelines, and the Partner Logo Guide that are available on the Partner Portal.

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

Eligible to Reference Customers on ServiceNow Website

Participants that 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 Customer Success process.

Co-Branded Template & Material Access Eligibility

Participants within the Premier and Elite categories 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 a Support Request via the ServiceNow Partner Portal. Each request is evaluated to ensure brand, messaging, and other requirements are followed per the ServiceNow Brand and Marketing Guidelines that are available on the Partner Portal.

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.

Eligibility to Join Authorized Training Partner Program

Participants have the option, and are encouraged, to join the ServiceNow Authorized Training Program (ATP), subject to meeting all ATP qualifications. ATPs help to make ServiceNow products universal by transferring knowledge that builds expertise and capability of the entire ServiceNow ecosystem.

Reference the Authorized Training Program Guide for more information or email training@servicenow.com.

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, 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.

Deal Registration

Compensation for referrals and eligibility for resale discounts are initiated by entering information regarding the transaction in the Deal Registration tool accessed through the Partner Portal. The Deal Registration tool is designed to help protect the investment made by a Participant that 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 Partner Portal.

![servicenow logo]

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. More detailed information is available in in the **Deal Registration Terms and Conditions** on the Partner Portal.

Resale Territory (Approved Resale Partners Only)

Participants may resell products and 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." 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 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 includes 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 current Reseller Participant who desires to resell to any public sector end customer, must apply for and be accepted in the separate PartnerNow® Public Sector Reseller Program, subject to the Public Sector Reseller Guide located here. Membership in the Public Sector Program is contingent on Participants remaining a current member of the Sales and/or Services partner programs.

Find-a-Partner Listing on ServiceNow Website

Participants that have achieved product line achievements for specific products are listed on the ServiceNow website located on the Find a Partner page. The listing size varies by product line and includes information relevant for each Participant, including Territory, Program Segment, and other applicable information. Participants in the Registered segment are not listed in Find-a-Partner.

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. See the ServiceNow User Group (SNUG) sponsorship page on the Partner Portal for more details. Review the different requirements for Technology Program Partner eligibility.

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.

Strategic Business Review Eligibility

Participants within the Premier and Elite segments are eligible to participate in bi-annual (or quarterly) 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.

Partner Development Center Access

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.

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 Account Manager within a joint business plan and may include additional requirements for Participant collaboration or investment.

Eligibility 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. Partners 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 Partner Solution and Accelerator Catalyst Program Guide on the Partner Portal.

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 the partner instances are:

Store: These instances are unique in that they allow for Technology Participants to upload an application to the ServiceNow 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 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 URL's, user ID's, 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: hi.service-now.com, but all other instance or certification questions should be directed to technology.partners@servicenow.com.

Technology partners 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 Publisher Portal. Purchases of additional instances are final, non-cancellable, and non-refundable.

Preferred Developer Partners
ServiceNow may offer the opportunity for certain Technology Participants to be listed on the Partner Portal as "Preferred Development 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 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

App certification and re-certification
Technology Participants are entitled to a number of application certifications per year as part of 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. Participants may purchase additional app certifications for $1,000 each, with no additional charge for re-certification.

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 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 ISVs from around the world.

ServiceNow 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.

Eligible to issue press releases

To support participant marketing efforts, ServiceNow will provide Participants within the Specialist, Premier and Elite segments with a press release template to communicate Program membership with ServiceNow or Program segment transition.

Press Release Guidelines
- No press release mentioning ServiceNow or the Program may be released to the public without the express written permission of ServiceNow.
- Participants must receive prior approval on each press release in which ServiceNow is mentioned.
- Participants are responsible for creating and issuing their press release on newswires.
- ServiceNow provides a standard template with approved company information.
- Do not include the ServiceNow boilerplate or the ServiceNow stock ticker in your press release.
- Appropriate press release topics include membership in the Program; significant joint-ServiceNow solution or product; or other topics approved by ServiceNow.

Approval Process

- Submit your draft press release via the Support Request in the ServiceNow Partner Portal, along with your desired issue date.
- ServiceNow will review your press release and respond within five business days.
- ServiceNow may return your press release requesting edits and an
- updated version to review.
- Once completed, ServiceNow will approve your press release. ServiceNow reserves the right to decline approval if necessary.
- ServiceNow must be notified and approve any additional changes made to the press release after it has been formally approved by ServiceNow and prior to being distributed.

ServiceNow Store Featured Partner

Participants may be selected for featured placement in the ServiceNow 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.

ServiceNow Store Partner Promotions

Participants may be selected for inclusion in ServiceNow 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

Participants selling a paid app in the ServiceNow 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

For Participants with paid applications in the 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.

Partner Marketing Center

Participants can amplify ServiceNow marketing campaigns and materials with pre-approved templates they can co-brand, easily adding their company logo and customize with their own company information. The Partner Marketing Center enables them to effectively plan and execute across multiple marketing programs and securely upload their customer contacts or list buys they may make for lead generation activities. Leads come back to only the Participants, where they can also review tracking and return on investment through reporting tools–all within the Marketing Center.

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

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
- Cuba
- Iran
- North Korea
- Sudan
- Syria

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

Additional Resale Requirements

Resale Participants must pass a credit check and provide two years of audited financial statements, or a reasonable equivalent. Participants are required to meet the following additional resale requirements at all times:

Requirement	Description
Sales Personnel	2 sales resources and 1 pre-sales resource who demonstrate the following to ServiceNow: - Qualified ServiceNow sales skills - Active engagement in ServiceNow sales activities as all of, or a substantial majority of, their full-time job responsibilities - Participation in all applicable offered ServiceNow sales and pre-sales training programs
Pipeline Value	Minimum pipeline value of $500,000 USD for ServiceNow enterprise products
Business Planning	Annual and quarterly business plans for sales activities, including promotion and sales activities and pipeline generation

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:

  - 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.
  - 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 between 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:

- A description of the products and services resold
- The period of authorized use
- Numbers, types, and identifiers of permitted users
- Servers and locations

- 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, 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 Partner Portal and must be registered against a current ServiceNow customer. Managed Service Providers (MSP) must state the name of the end user customer they are purchasing licenses for at the time of

purchase, on the Order Forms, in order to be eligible for deployment registration. Deployments registered against the Participant's account are not accepted.

Services Partner Territory

A Services Participant's Territory is comprised of one or more countries in which the Participant may direct its advertising using the ServiceNow logo and marketing collateral, and where ServiceNow may advertise the Participant as a ServiceNow Services 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 in 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.

Partner Solution & Accelerator 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 Global Strategic Partners, Participants who have purchased Partner Success, and Participant's 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 Partner Portal.

Education Training Discount

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. The discount

does not apply to self-paced or onsite technical training and cannot be used in conjunction with Learning Credits.

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

Note: Any current Services Participant who desires to perform services for any public sector end customer, must apply for and be accepted in the separate PartnerNow® Public Sector Program, subject to the Public Sector Program Guide located here. Membership in the Public Sector Program is contingent on Participant remaining a current member of the Sales and/or Services partner programs.

Technology-Only Partners

Technology Program Specific Requirements

Partners within the Technology Program achieve program segmentation status by meeting global requirements, maintaining an active membership, certifications on current ServiceNow releases, publishing to the Store and maintaining app compliance with the ServiceNow 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 and maintenance for app or integration	●	●	●	●

Annual Program Fee
Annual fees are due upon acceptance into the Program and each year of membership. Fees are $5,000 USD.

Completed Application Certification
Technology Participants are expected to complete app certification within a year of joining the Program. ServiceNow certifies new apps on the current release or the prior release. For publication on the Store, Participants must also ensure that their certified apps remain current to the latest or the prior three ServiceNow releases, and complete

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

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. It's about four things: 1) ensuring that platform stability, 2) security, 3) performance, and 4) upgradeability are persisted.

For more information, please reference Guide to getting your App Certified & Certification Requirements on the Partner Portal. An app may be marketed as being certified by ServiceNow only if it is published in the ServiceNow Store and distributed to all customers exclusively via the ServiceNow 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 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 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, as well as the Technology Partner Logo Guide (both are available on the Partner Portal).

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

Participants may not advertise, or in any other way communicate, that an app is certified if it is not. App certification is provided for each version of the ServiceNow subscription service. For example, if an app is certified for Jakarta, a Participant may not promote that app as certified for any version of ServiceNow other than Jakarta. 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 Agreement with a Participant that incorrectly advertises, or in any other way communicates, that an app is certified.

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

Participants should not over-state or exaggerate what their integration on the ServiceNow 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 de-listed from the Store. Please refer to the ServiceNow Upgrades and the Release Cycle article on the Partner Portal.

Only apps and integrations certified on the current ServiceNow release will be considered for ServiceNow Store promotions (described later in this guide).

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 Partner Portal for each reference.

Number of Certified Application Developers involved

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 for 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, & Selling Through the ServiceNow Store

Technology Participants within the Specialist, Premier and Elite segments are required to publish and distribute their certified apps through the ServiceNow Store. Through the 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 Store. Unless the Participant uploads a different license agreement to the 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 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 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 Store; no other distribution mechanisms are permitted.

After an application is certified for distribution on the 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 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 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, it is no longer able to use an app that was purchased from the Store.

Pricing Models

Four subscription pricing models are available in the 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.

Both *Priced* and *Price Hidden* 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 app.

Revenue Sharing & Minimums

The payment requirements of the Revenue Share Schedule that are available on the Partner Portal shall apply to any applications that are distributed on the ServiceNow 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 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 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 Agreement with ServiceNow.

Now Platform Use License

All custom applications (including applications in the ServiceNow 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 Store can accept payment by either credit card or purchase order (PO) from customers.

For customer purchases of a Participant app on the ServiceNow 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 upon 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:

- Poor delivery of services
- Frequently missing deliverable dates
- Causing substantial negative business impact to customers due to incorrect implementation
- Failure to resolve customer issues with implementations and services, in a timely manner

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 Discipline Matrix to remediate and deter future violations.

Discipline Matrix

Offense	Outcome	Duration	Impact	Purged
Registered Participants				
Offense #1	Suspension	6 months	• Removed from Find-a-Partner • 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 • Remove education discounts • No deal registration discounts (Sales) • No Segment press release • No use of Program badge • No access to co-branded collateral • Loss of joint sales & marketing planning • 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 • Remove education discounts • Removal from Active Partner List • No deal registration discounts (Sales) • No Segment press release • No use of Program 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 per ServiceNow Partner Program Operations 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 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.