MUTUAL NON-DISCLOSURE AGREEMENT

BY CLICKING THE “I AGREE” BUTTON YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS MUTUAL NON-DISCLOSURE AGREEMENT (“AGREEMENT”). YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL THE PROVISIONS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” AND “YOUR” SHALL REFER TO SUCH ENTITY. YOU MUST NOT SELECT THE “I AGREE” BUTTON IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU DO NOT WISH TO COMPLY WITH THESE TERMS AND CONDITIONS. THE “EFFECTIVE DATE” OF THIS AGREEMENT SHALL BE THE DATE THAT YOU CLICK “I AGREE” AND IS BETWEEN YOU AND EITHER SERVICENOW, INC. IF YOUR DOMICILE IS WITHIN THE USA, CANADA, OR MEXICO, OR SERVICENOW NEDERLAND B.V. IF YOUR DOMICILE IS WITHIN ANY OTHER COUNTRY (“SERVICENOW”). YOU AND SERVICENOW EACH SHALL BE REFERRED TO AS A “PARTY” AND COLLECTIVELY AS THE “PARTIES.”

This Agreement is made for the purpose of exploring or carrying out a potential or existing business relationship (the “Purpose”) between you and ServiceNow.

1. **Confidential Information.** “Confidential Information” means technical, business, personally identifiable, and other information and materials that may be disclosed or otherwise made available by one party (“Discloser”) (whether directly or indirectly by an affiliate) to the other party (whether directly or indirectly to an affiliate) (“Recipient”), in any form, that are:
   a. marked or identified as confidential or proprietary at the time of disclosure; or
   b. provided under circumstances reasonably indicating their confidentiality.

2. **Responsibilities Regarding Confidential Information.** Recipient will:
   a. hold Discloser’s Confidential Information in confidence and not disclose such Confidential Information to any third party;
   b. not use Discloser’s Confidential Information for any purpose except for the Purpose; and
   c. take reasonable precautions (at least equivalent to those Recipient takes with respect to its own similar information) to prevent unauthorized disclosure or use of Discloser’s Confidential Information and will maintain source code in strict confidence for as long as it is in Recipient’s possession.

3. **Representatives.** Recipient may only disclose Discloser’s Confidential Information to its own employees, consultants, affiliates and advisors who reasonably require it to carry out their functions in connection with the Purpose and have agreed in writing to terms at least as protective of the Confidential Information as those set forth in this Agreement (“Representatives”). Recipient is wholly responsible for any acts or omissions of its Representatives that, if taken by Recipient, would constitute a breach of this Agreement.
4. **Exceptions and Clarifications.**
   a. Recipient’s obligations under this Agreement will not apply to any Confidential Information to the extent it:
      i. is now, or subsequently becomes, generally available through no wrongful act or omission of Recipient or its Representatives;
      ii. was, before receipt from Discloser, or becomes rightfully known to Recipient without confidentiality restrictions through disclosure from a source other than Discloser that does not owe a duty of confidentiality to Discloser with respect to such Confidential Information; or
      iii. is independently developed by Recipient without using or referencing any Confidential Information of Discloser.
   b. Recipient may disclose Discloser’s Confidential Information to the extent required by law or regulation provided that Recipient will: (a) give Discloser at least twenty (20) days’ prior written notice (or such shorter period as is the maximum notice permitted under applicable law, unless prohibited by law) before making the disclosure; (b) provide reasonable assistance to the Discloser in any lawful efforts by the Discloser to resist or limit the disclosure of such Confidential Information; and (c) limit the scope of such disclosure to the minimum required by the law or regulation.
   c. Nothing in this Agreement will restrict or limit the right of Recipient to assign personnel for any purpose or to independently develop, offer or otherwise deal in products or services competitive with those of Discloser without using Discloser’s Confidential Information. This Agreement does not create any agency, partnership or business relationship between the parties.
   d. All Confidential Information disclosed under this Agreement will remain the property of Discloser. No license or right under any intellectual property right is granted under this Agreement or by any disclosure of Confidential Information except as expressly stated in this Agreement.

5. **Warranty.** Discloser warrants that it has the right to disclose Confidential Information. EXCEPT AS STATED HEREIN, THE CONFIDENTIAL INFORMATION IS PROVIDED “AS IS, WITH ALL FAULTS” AND WITH NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

6. **Remedies.** The parties agree that the Recipient’s disclosure of Confidential Information except as provided herein may result in irreparable injury for which a remedy in money damages would be inadequate. The parties further agree that in the event of such disclosure or threatened disclosure: (a) the Discloser shall be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to any other remedies available to the disclosing party at law or in equity, and (b) each party hereby acknowledges that such an injunction is appropriate and warranted in such case. Unless specifically provided otherwise in this Agreement, remedies arising under this Agreement are cumulative and do not exclude any other remedies available at law or in equity.

7. **Term and Termination.** Either party may terminate the Agreement in writing, whereupon Recipient will stop all use of Discloser’s Confidential Information. Regardless of any expiration or termination of this Agreement, Recipient must meet its obligations with respect to Confidential Information under this...
Agreement for five (5) years after receipt of that Confidential Information (except for source code, which must be kept in confidence in perpetuity). Upon written request of the Discloser, Recipient will promptly return to Discloser or destroy (or in the case of electronic data, use commercially reasonable efforts to delete or render practicably inaccessible by Recipient) Confidential Information of Discloser.

8. **Compliance with the Law.** Each party shall comply with all laws and regulations applicable to its performance of its obligations under this Agreement. Both parties must comply with and obtain all authorizations required by U.S. or European Union export control laws and related regulations. No information regulated under the International Traffic in Arms (ITAR) may be exchanged under this Agreement.

9. **Governing Law.** If ServiceNow, Inc. is a party to this Agreement, then this Agreement is governed by the laws of the State of California (excluding its conflict of law rules) and each party expressly consents (and waives any objection) to the nonexclusive venue and jurisdiction of the state courts of Santa Clara County, California and the federal courts located in the Northern District of California. If ServiceNow Nederland B.V. is a party to this Agreement, then this Agreement is governed by the laws of the Netherlands (excluding its conflict of law rules) and each party expressly consents (and waives any objection) to the nonexclusive venue and jurisdiction of any court of competent jurisdiction located in Amsterdam, The Netherlands. The prevailing party in any claim or dispute between the parties under the Agreement shall be entitled to reimbursement of its reasonable attorneys’ fees and costs.

10. **Notices.** Notices sent to you under this Agreement must be sent in writing to the address provided by you in a corresponding request form and printed at the bottom of this Agreement, or as updated by you in writing to ServiceNow. Notices sent to ServiceNow under this Agreement must be sent in writing to 2225 Lawson Lane, Santa Clara, CA 95054 if to ServiceNow, Inc., or to Hoekenrode 3, 1102 BR Amsterdam Zuidoost, The Netherlands if sent to ServiceNow Nederland B.V., or as updated by ServiceNow in writing to you.

11. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement of the parties concerning this subject matter; (b) supersedes any prior or contemporaneous written or oral agreements, understandings or representations; (c) may not be modified, except by mutual written agreement of the parties; (d) is not made for the benefit of any third parties; (e) may be executed and delivered in counterparts (each of which will be deemed an original), including electronic signatures and email or facsimile delivery; and (f) may be imaged and stored electronically and introduced as evidence in any proceeding as if an original business record. A party’s failure to enforce any provision of this Agreement will not constitute a waiver. No presumption shall be drawn against either party based on its drafting of any particular provision hereof. If any provision of this Agreement is found to be unenforceable, such provision will be limited to the minimum extent necessary so that the remaining terms remain in full force and effect.