

PARTNERNOW® MASTER AGREEMENT

Version 3.3, March 1, 2021

IMPORTANT: THIS IS A LEGAL DOCUMENT. PLEASE READ IT CAREFULLY. THIS PARTNERNOW MASTER AGREEMENT (TOGETHER WITH ITS ATTACHMENTS, "AGREEMENT") FORMS A BINDING CONTRACT BETWEEN SERVICENOW (DEFINED BELOW) AND THE ENTITY IDENTIFIED IN THE PARTNERNOW APPLICATION OR IN THE ELECTRONIC SIGNATURE INFORMATION AT THE END OF THIS AGREEMENT ("PARTICIPANT"). IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT, THEN DO NOT APPLY FOR ENROLLMENT, REGISTER WITH, ACCESS MATERIALS OF, OR OTHERWISE PARTICIPATE IN PARTNERNOW.

PARTICIPANT ACCEPTS THIS AGREEMENT BY: (1) APPLYING FOR ENROLLMENT IN ANY PARTNERNOW PROGRAM; (2) INDICATING ACCEPTANCE OF THESE TERMS; OR (3) ACCESSING ANY PROGRAM BENEFIT (INCLUDING EXERCISING OR PURPORTING TO EXERCISE ANY OF THE RIGHTS GRANTED TO PARTICIPANT UNDER THIS AGREEMENT). THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF PARTICIPANT REPRESENTS THAT HE OR SHE: (1) HAS THE AUTHORITY TO REPRESENT PARTICIPANT AND, IF APPLICABLE, COMMIT FUNDS ON ITS BEHALF; AND (2) HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS AGREEMENT. SERVICENOW ACCEPTS THIS AGREEMENT BY ISSUING AN APPOINTMENT CONFIRMATION.

Participant and ServiceNow each shall be referred to as a "party" and collectively as the "parties."

Upon acceptance of this Agreement and during its term, Participant may request appointment to one or more PartnerNow Programs. Upon review of Participant's application, ServiceNow may decline to admit Participant into PartnerNow (or any particular Program of PartnerNow) for any reason, including but not limited to missing or inaccurate application information or lack of apparent authority of the individual purporting to accept this Agreement on behalf of Participant.

Each Program is subject to the applicable Program Terms attached to and made a part of this Agreement. Program Terms apply to Participant upon appointment to the applicable Program. Some Program benefits may require payment of a fee or additional approval by ServiceNow. See the individual Program Terms for details.

A Word to Our Valued Partners

PartnerNow is ServiceNow's suite of partnership opportunities for companies that wish to sell ServiceNow products and services or provide services or technology to ServiceNow customers. PartnerNow programs include:

- **Sales Partner Program:** Provides sales leads, demonstration instances and marketing resources. Participants in the Sales Partner Program may be eligible for appointment as authorized ServiceNow resellers.
- **Services Partner Program:** Provides testing instances and publicity to professional services providers. Participants in the Services Partner Program may act as ServiceNow's subcontractor or prime contractor to provide services to ServiceNow customers.
- **Authorized Training Partner Program:** Provides training instances and instruction materials to enable participants to instruct third parties on the use of the ServiceNow platform.
- **Technology Partner Program:** Provides development instances and other technical resources to help build applications and integrations on the ServiceNow platform, certify them and sell them to ServiceNow customers, including on the ServiceNow Store.
- **Service Provider Partner Program:** Provides participants the ability to purchase ServiceNow products and to operate them on behalf of their customers as a managed service provider.

Terms and conditions of the Programs are set forth below and in the accompanying Program Terms.

At ServiceNow, your success is our goal. If you have questions or concerns about any Program or the resources provided to you under this Agreement, please contact us at partnerops@servicenow.com.

1. **DEFINITIONS.** Capitalized terms used in this Agreement shall be defined where first used or as follows:

1.1. "Ancillary Software" means software licensed to Participant by ServiceNow together with a provisioned Partner Instance or purchased under an Order Form (excluding APIs and Documentation) that is intended to operate on Participant-provided machines to: (a) facilitate the operation of the Subscription Service and interoperation of the Subscription Service with other software, hardware or services, excluding APIs; or (b) support or enable additional functionality for the Subscription Service.

1.2. "APIs" means ServiceNow's application programming interfaces, including subsequent revisions and modifications, published by ServiceNow for use with the Subscription Service or generated using the Subscription Service. "API Documentation" means documentation for the APIs. "API Sample Code" means source code provided in the API Documentation, which is referenced therein as sample code, if any. "Internal API" means an API for use to configure elements within the Subscription Service. "External API" means an API that enables external applications to access the Subscription Service (e.g., via SOAP- or REST-based interfaces). ServiceNow may publish some API Documentation on its website or wiki pages or may include (or allow users to generate or modify) some APIs in the Subscription Service, including the Configurable Elements.

- 1.3. **“Appointment Confirmation”** means a printed or electronic communication issued by ServiceNow confirming Participant’s appointment to one or more Programs.
- 1.4. **“Appointment Effective Date”** means, with respect to each Program, the date specified on the applicable Appointment Confirmation or, if no such date is specified, the date on which ServiceNow sends the Appointment Confirmation.
- 1.5. **“Authorized Use Configuration”** means a written description of authorized scope of use of the Subscription Service, including: (a) identification of the Subscription Service; (b) a period of authorized use; (c) numbers, types or identifiers of permitted users, servers and locations; or (d) other parameters limiting or conditioning a Customer’s or Participant’s access to the Subscription Service.
- 1.6. **“Collateral”** means ServiceNow sales, marketing and advertising materials made available on the Partner Portal or otherwise provided to Participant under this Agreement, in printed or electronic format, pertaining to a Program, as may be further described in the applicable Guide.
- 1.7. **“Confidential Information”** means: (a) ServiceNow Technology (which shall be deemed confidential information of ServiceNow); (b) Participant Technology (which shall be deemed confidential information of Participant); (c) any other non-public technical or business information of a party, whether provided orally or in writing, that is designated in writing as “Confidential” or “Proprietary” at the time of disclosure or that due to the nature of the information the receiving party would reasonably understand it to be confidential information of the disclosing party, including information relating to a party’s techniques, ideas, concepts, algorithms, source code, methodologies, workflows, implementation processes, current and future products and services, research, engineering, designs, financial information, procurement requirements, customer lists, business forecasts, roadmaps, marketing plans, pricing, discounts and proposals; (d) information relating to the security of ServiceNow Technology, including account credentials, results of security reviews and vulnerabilities (which shall be deemed confidential information of ServiceNow); (e) the terms and conditions of this Agreement (which shall be deemed confidential information of ServiceNow); and (f) the terms and conditions of any Order Form between the parties (which shall be deemed Confidential Information of both parties).
- 1.8. **“Configurable Elements”** means scripts, code, tables, forms, parameters and other elements of the Subscription Service that can be modified or configured using the Subscription Service in its ordinary and intended manner.
- 1.9. **“Customer”** means a customer of ServiceNow with current access to a purchased production instance of the Subscription Service.
- 1.10. **“Customer Confidential Information”** shall have the meaning ascribed to it in Section 6.6 (*Customer Information*).
- 1.11. **“Development Tools”** means source code, executable software and tools made available by ServiceNow for the implementation, customization, configuration and use of the ServiceNow Core Technology, such as scripts, code snippets, sample code and development tools, but excluding APIs.
- 1.12. **“Documentation”** means the ServiceNow product documentation relating to the operation and use of the Subscription Service or Ancillary Software, including technical program or interface documentation, API Documentation, user manuals, operating instructions and release notes, as updated from time to time by ServiceNow.
- 1.13. **“Effective Date”** means, with respect to this Agreement, the date on which Participant accepts the terms of this Agreement in an Appointment Confirmation or other electronic communication from ServiceNow to Participant.
- 1.14. **“Guide”** means the partner program guide applicable to a Program posted on the Partner Portal, together with its attached and referenced documents. If applicable, a Guide may include the then-current ServiceNow price list or discount schedule, or products and services made available to Participant under the Program.
- 1.15. **“Intellectual Property Rights”** means all intellectual property rights throughout the world, including, without limitation, patents, copyrights, trademarks, trade secrets and contractual or other rights in confidential information, moral rights, rights of privacy and publicity, and any other intellectual and industrial property and proprietary rights including registrations, applications, renewals and extensions of such rights worldwide.
- 1.16. **“Marketing Request Form”** means the form available in the Partner Portal that must be executed by the parties for ServiceNow to provide funding to Participant for joint marketing activities or events.
- 1.17. **“Open Source Software”** means software that is distributed as free, open source, or pursuant to similar licensing and distribution models (e.g., a license now or in the future approved by the Open Source Initiative and listed at <http://www.opensource.org/licenses>).
- 1.18. **“Opportunity Registration Terms”** means the Opportunity Registration Terms posted on the Partner Portal, as updated from time to time by ServiceNow.
- 1.19. **“Order Form”** means an ordering agreement, in printed or electronic form, and its incorporated documents prepared and provided by ServiceNow and accepted by Participant and ServiceNow that may include one or more of the following: (a) products and services purchased by Participant, including any Program fees and Authorized Use Configurations; (b) applicable ServiceNow support services; (c) price, payment and other ordering terms consistent with this Agreement; (d) terms of use; and (e) product descriptions.
- 1.20. **“Participant Configuration”** means one or more configuration, extension, or revision portions of an Update Set of or for a Partner Instance that Participant originally authored, or caused to be authored on its behalf, using an Internal API.
- 1.21. **“Participant Services”** means consulting, training, implementation, integration or other professional services, including the production of any deliverables, to be provided by Participant to a Customer or ServiceNow.
- 1.22. **“Participant Technology”** means Technology originally authored, invented or otherwise created by Participant for use with ServiceNow Technology via an External API, excluding any ServiceNow Core Technology.

- 1.23. “**Partner Applications**” means configurations, customizations or integrations (including applications, extensions and Update Sets) of or for the Subscription Service, developed by Participant and intended to be made available to Customers (including through a repository or online store hosted by ServiceNow), for the Customer’s use with the Subscription Service. Partner Applications include Participant Technology but may also include (if appropriately licensed) ServiceNow Technology or third-party Technology.
- 1.24. “**Partner Code of Conduct**” means the policy documentation addressing business practices and conduct requirements applicable to Participant, as updated from time to time by ServiceNow and posted on the Partner Portal.
- 1.25. “**PartnerNow Data Processing Addendum**” means ServiceNow’s data privacy terms, together with their attached, referenced and successor documents, as updated from time to time by ServiceNow and posted on the Partner Portal.
- 1.26. “**Partner Instance**” means a non-production instance of a generally available version of the Subscription Service deployed to Participant pursuant to this Agreement.
- 1.27. “**Partner Portal**” means standard web portal(s) for communication with participants in PartnerNow, including <https://partners.servicenow.com> and any related or successor sites.
- 1.28. “**Pre-Release Technology**” means any ServiceNow Technology that includes Technology that has not yet been made generally available by ServiceNow to its Customers.
- 1.29. “**Program**” means any program under PartnerNow, as identified on the Partner Portal or ServiceNow partner documentation and described in the applicable Program Terms and Guide.
- 1.30. “**Program Terms**” means the terms and conditions for a Program, as specified in appendices to this Agreement and the applicable Appointment Confirmation (when provided), or as otherwise agreed in a separate document signed by both parties. Each of the Program Terms is a part of this Agreement, but is not effective unless and until Participant receives an Appointment Confirmation applicable to the Program identified in such Program Terms.
- 1.31. “**ServiceNow**” means the entity identified in Section 14.8 (*Dispute Management*) below as the party contracting with Participant under this Agreement.
- 1.32. “**ServiceNow Professional Services**” means consulting, training, implementation, integration or other professional services provided by ServiceNow, including: (a) standardized and branded professional services as published by ServiceNow; or (b) customized professional services including the production of any related deliverables, performed by ServiceNow pursuant to a statement of work.
- 1.33. “**ServiceNow Core Technology**” means: (a) the Subscription Service; (b) Pre-Release Technology; (c) Ancillary Software; (d) Documentation; and (e) any derivative works, improvements, modifications, enhancements or extensions, of the foregoing, including updates or upgrades, developed or released by ServiceNow. The parties acknowledge that, as between the parties, all Intellectual Property Rights in ServiceNow Core Technology are and shall remain owned by ServiceNow and its licensors.
- 1.34. “**ServiceNow Technology**” means: (a) Collateral; (b) ServiceNow Core Technology; and (c) other Technology originally authored, invented or otherwise created by or licensed to ServiceNow (other than from Participant).
- 1.35. “**Subscription Service**” means the ServiceNow’s commercially available subscription products and the Technology used by ServiceNow or its affiliates to deliver such subscription products, including Configurable Elements and APIs, but excluding Ancillary Software.
- 1.36. “**Technology**” means software (whether in source or object form), platforms, documentation, training materials, applications, hardware, algorithms, objects, methodologies, architecture, class libraries, templates, graphical user interfaces, workflows, implementation processes, business processes and templates.
- 1.37. “**Territory**” means the geographic location(s) or other markets displayed in Participant’s partner account profile page in the Partner Portal, in which Participant may conduct the activities specified in certain Program Terms, which may be revised by ServiceNow upon thirty (30) days’ notice to Participant. Notwithstanding Territory restrictions described in any Program Terms, if a European Economic Area member country is included in Participant’s Territory then Participant may conduct the activities specified in any Program to which Participant was appointed in any European Economic Area member country.
- 1.38. “**Trademarks**” means a party’s logos, service marks, trademarks and certification marks. “**ServiceNow Trademarks**” means Trademarks owned by ServiceNow that ServiceNow expressly grants Participant to use in a Program as described in the Guide and the ServiceNow Logo Guidelines (as defined below) applicable to that Program. “**Participant Trademarks**” means Trademarks owned by Participant that Participant expressly authorizes ServiceNow to use in connection with this Agreement.
- 1.39. “**Update Set**” means a file for tracking configurations, extensions, and revisions of or for a Partner Instance accessed and used by Participant under this Agreement.

2. PARTNERNOW OVERVIEW

- 2.1. **Enrollment in PartnerNow.** PartnerNow consists of Programs, including the Sales Partner Program and Services Partner Program, described in the applicable Program Terms and Guides. Participant shall be deemed enrolled in PartnerNow, subject to the terms of this Agreement, when it is initially appointed to one or more Programs as evidenced by an Appointment Confirmation.
- 2.2. **Appointment to Programs.** Participant may request appointment to a Program using the Partner Portal. ServiceNow, in its sole discretion, may appoint Participant to a Program by transmitting to Participant an Appointment Confirmation. Until Participant receives an Appointment Confirmation, Participant will not be appointed to the Program and may not exercise any of the rights or use any of the benefits pertaining to that Program, including those set forth in the applicable Program Terms or Guide. ServiceNow may decline to appoint Participant to any Program for any reason or no reason. Appointment to a Program is nonexclusive.

2.3. **Benefits.** Upon appointment to a Program, Participant may access certain ServiceNow Technology, including one or more Partner Instances, all subject to and in accordance with the licenses and use authorizations granted under Section 4 (*Licenses to Participant*) below and the other terms and conditions of this Agreement.

2.4. **Opportunity Registration.** Upon acceptance into any Program and during the term of this Agreement, Participant may use the opportunity registration tool available on the Partner Portal, to register opportunities and receive referral fees for approved and successfully closed sales opportunities. Opportunity registration is subject to the Opportunity Registration Terms, which are hereby incorporated into this Agreement by reference.

2.5. **Program Terms.** Each appointment to a Program when made shall be subject to (and the parties shall comply with) the applicable Program Terms and Guide, which delineate benefits, requirements and other terms and conditions of the applicable Program subject to this Agreement. By requesting appointment to a Program, Participant represents that it meets all requirements set forth in the applicable Program Terms and Guide and warrants that it shall continue to meet all then-current requirements during the term of the Program Terms.

2.6. **Program Changes.** ServiceNow may, from time to time in its sole discretion upon thirty (30) days' notice to Participant, amend Program Terms, a Guide, the PartnerNow Data Processing Addendum or the Partner Code of Conduct on a going forward and non-discriminatory basis. If Participant does not agree to such amendments, Participant's sole recourse shall be to resign from the applicable Program or terminate this Agreement in accordance with Section 3.2 (*Termination for Convenience*).

2.7. **Marketing Requests.** Participant may request ServiceNow to provide funding for joint marketing activities or events by completing a Marketing Request Form. If the request is accepted by ServiceNow, the parties will execute the Marketing Request Form and the provision of such funding will be governed by the following terms and conditions:

2.7.1. **Marketing Request Data.** Participant agrees to provide the event or activities outlined in the applicable Marketing Request Form and deliver the statistics and information described therein to ServiceNow, within thirty (30) days after the event or activity. ServiceNow shall review the data provided by Participant within fifteen (15) business days of its delivery to ensure that the specifications set forth in the Marketing Request Form are met and shall then communicate its acceptance to Participant.

2.7.2. **Marketing Request Payment.** Upon acceptance of the data as provided pursuant to Section 2.7.1, ServiceNow shall pay Participant the fixed fee set forth in the applicable Marketing Request Form as the sole compensation related thereto. Participant agrees to be solely responsible for providing any equipment, tools or other materials and expenses, including all taxes, required to complete the events and activities at its own expense including any travel and related expenses. Participant will invoice ServiceNow for the agreed fees after ServiceNow's acceptance as set forth in Section 2.7.1. ServiceNow shall pay each such invoice (excluding amounts that are the subject of a good faith dispute) no later than forty-five (45) days after its receipt. Participant shall not bill ServiceNow for any taxes, except as required by law, in which case the amount payable shall be discounted as necessary so that after making any required additions of taxes, ServiceNow is billed for (free from any liability for taxes) an amount equal to the amount it would have paid had no such taxes been added. ServiceNow will deduct taxes from the payment as required by law; in the event a withholding tax is required by law, ServiceNow will provide a proof of tax payment to Participant.

2.7.3. **Consent to Use ServiceNow Name and Logo.** ServiceNow grants Participant a limited right to use ServiceNow's name and logo ("Marks") solely to identify ServiceNow as a participant in and/or sponsor of the event. Participant agrees to cooperate with ServiceNow to monitor the nature and quality of all materials in which the Marks are used, including providing to ServiceNow mockups of Participant's use or intended use of the Marks, as requested by ServiceNow. The Marks must be displayed in the form shown in the graphic files provided to Participant (if applicable) and in accordance with the ServiceNow Trademark Usage Guidelines available at <http://www.servicenow.com/trademarks.html>. All goodwill relating to Participant's use of the Marks will inure solely to ServiceNow's benefit. ServiceNow may revoke this permission at any time for any reason by giving written notice to Participant, at which point Participant will promptly stop using the Marks.

3. TERM AND TERMINATION

3.1. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire three (3) years later. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year renewal periods unless either party gives notice to the other of its intention not to renew at least ninety (90) days before the expiration of the then-current term. The term of any appointment to a Program (and the term during which the applicable Program Terms shall be effective) shall commence as of the Appointment Effective Date and shall remain in effect until the applicable Program Terms are terminated in accordance with this Section 3.

3.2. **Termination for Convenience.** Either party may terminate this Agreement or any then-effective Program Terms for convenience upon ninety (90) days' notice; provided, however, that if Participant objects to an amendment to Program Terms, a Guide, the PartnerNow Data Processing Addendum or the Partner Code of Conduct, then Participant may, within thirty (30) days after receiving notice of such amendment, either terminate the applicable Program Terms or this Agreement immediately upon notice to ServiceNow, in which case the amendment shall not apply to Participant.

3.3. **Termination for Cause.** Either party may immediately terminate this Agreement or any then-effective Program Terms upon notice if the other party breaches its obligations under this Agreement, the applicable Program Terms, Guide, the PartnerNow Data Processing Addendum, the Partner Code of Conduct or any other agreement with ServiceNow and fails to cure such breach within thirty (30) days following receipt of notice from the non-breaching party. Notwithstanding the foregoing, either party may terminate this

Agreement and all then-effective Program Terms hereunder immediately upon written notice upon the occurrence of either of the following: (a) the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency or any assignment for the benefit of creditors; or (b) the other party breaches the provisions of Section 12 (*Proper Conduct*). ServiceNow may immediately upon written notice to Participant terminate this Agreement, any then-effective Program Terms, any Order Form, any Work Order (as defined in Appendix 2), any statement of work and/or any Collateral Agreement on notice if ServiceNow reasonably believes that Participant's use of, and/or access to, ServiceNow Technology (or provision of any of the foregoing by ServiceNow to Participant or any relevant Customer) would breach any export control, economic sanctions or import laws or regulations of the United States and/or any relevant jurisdiction.

3.4. **Absolute Rights of Termination.** The rights of termination or expiration hereunder are absolute. A party who permits the Agreement to expire, or who exercises its rights hereunder to terminate this Agreement, shall have no liability whatsoever (including indemnification obligations) for any damage, loss or expense of any kind, whether consequential, indirect or direct, suffered or incurred by the other party arising from or incident to the termination or expiration of this Agreement, including loss of goodwill, prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or other commitments, whether or not such party is aware of any such damage, loss or expense. Participant waives any right it may have to receive any compensation or reparations on termination of this Agreement or any Program Terms by operation of law or otherwise, other than as expressly provided in this Agreement.

4. **LICENSES TO PARTICIPANT.** Subject to the limitations set forth below in Section 4.7 (*Certain Limitations*), the other terms and conditions of this Agreement and the applicable Program Terms, ServiceNow hereby grants to Participant the following licenses and use authorizations with respect to ServiceNow Technology upon Participant's acceptance into any PartnerNow Program:

4.1. **Partner Instances.** ServiceNow grants to Participant a limited, non-exclusive right and license to access and use the Partner Instances (if any) provided by ServiceNow, solely to: (a) configure and customize the Partner Instance to develop and test Partner Applications; (b) evaluate the Partner Instances; (c) train Participant's employees in the use of the Partner Instances; (d) conduct demonstrations for existing and prospective Customers to promote the use of Partner Applications and the Subscription Service; and (e) any other purpose permitted in the applicable Program Terms. ServiceNow may determine the number of Partner Instances that Participant is permitted to access hereunder in ServiceNow's sole discretion, except as provided in an applicable Guide or Program Terms for a Program to which Participant was appointed.

4.2. **Pre-Release Technology.** At Participant's voluntary request, and subject to availability and ServiceNow's approval, ServiceNow may provide Participant with limited access to Pre-Release Technology. Pre-Release Technology is not a Partner Instance, and Participant's licenses and other rights with respect to Partner Instances shall not apply to Pre-Release Technology. If ServiceNow provides Participant with access to Pre-Release Technology, then ServiceNow grants to Participant a limited, non-exclusive, royalty-free right and license to: (a) access and use the Pre-Release Technology that is provided by ServiceNow as software-as-a-service, solely to internally evaluate the Pre-Release Technology in a non-production environment and with non-confidential, non-production data (unless the Pre-Release Technology is expressly deployed to a Partner Instance by ServiceNow); and (b) install and execute Pre-Release Technology made available to Participant as on premise software, solely on machines operated by or for Participant for internal evaluation. Participant acknowledges and agrees that the Pre-Release Technology including its features and functionality: (i) is not an official product and has not been commercially released; (ii) may not be in final form or be fully functional; (iii) may contain errors, design flaws or other problems; (iv) may generate or produce inaccurate information or unexpected or incorrect results; (v) may cause loss of data or communications, project delays or other unpredictable damage or loss; (vi) may never be released as a commercial version; (vii) may include or be provided with software that is licensed under open source or third-party license agreements; and (viii) may be discontinued by ServiceNow in whole or in part, at any time and without any obligation or liability to Participant. The right and license to Pre-Release Technology will expire and it will be inaccessible to Participant at a date specified by ServiceNow to Participant, or if no date is specified, then the earlier of thirty (30) days following the date of general release of Pre-Release Technology, or one hundred and eighty (180) days from the date the Pre-Release Technology was provided to Participant. This Section 4.2 shall apply to Pre-Release Technology notwithstanding any contrary provision in this Agreement.

4.3. **Ancillary Software.** ServiceNow grants to Participant a limited, non-exclusive license to install and execute Ancillary Software provided by ServiceNow, solely for use with a Partner Instance licensed hereunder, on machines operated by or for Participant. Ancillary Software may include (or be provided with) software that is licensed under open source or third-party license agreements.

4.4. **APIs.** ServiceNow grants to Participant a limited, non-exclusive license to: (a) generate and modify APIs solely by using the configuration tools of the Partner Instances that are intended for this purpose; (b) use Internal APIs to customize and configure Partner Instances as permitted under Section 4.1 (*Partner Instances*); (c) use, modify and include API Sample Code and derivative works thereof, within Participant Technology or other products to integrate with the Subscription Service or to configure or customize the Subscription Service; and (d) invoke External APIs (including those generated or modified by Participant) from within Participant Technology to permit Participant Technology or third-party products to integrate with the Subscription Service.

4.5. **Documentation.** ServiceNow grants to Participant a limited, royalty-free, non-exclusive license to make a reasonable number of copies of the Documentation (in print or electronic format) for Participant's internal use but not for distribution to others.

4.6. **Marketing Collateral.** ServiceNow grants to Participant a limited, royalty-free, non-exclusive license during the term of this Agreement to reproduce, publicly display, publicly perform, distribute and transmit (all without modification) Collateral designated for use with the Programs to which Participant is appointed, solely for the purposes of marketing and advertising ServiceNow products and services and Participant's appointment to such Program(s), and as otherwise permitted by the applicable Guide(s).

4.7. **Certain Limitations.** Except as expressly provided in this Agreement or in Program Terms for a Program to which Participant is appointed, all licenses and other rights granted under this Section 4 or under any Program Terms are: (a) subject to Participant's

compliance with all the terms and conditions of this Agreement, including applicable Program Terms; (b) personal, non-sublicensable and nontransferable (except as provided in Section 14.4 (*Assignment*)); (c) limited to Participant's own internal development and testing purposes in a non-production environment and with non-confidential, non-production data; (d) limited to the Territory, and further subject to Section 12.2 (*Export Compliance*); (e) limited to the term of this Agreement or such shorter term as specified in the applicable Program Terms; and (f) subject to revocation in ServiceNow's sole discretion. The Subscription Service is hosted by ServiceNow or its contractors, and nothing in this Agreement or any Program Terms shall entitle Participant or any other party to receive a copy of the underlying software or other Technology used by ServiceNow to render the Subscription Service. Participant agrees that it shall not use ServiceNow Technology (including invoking APIs) on a production basis or to provide services to others, including services of implementation, configuration or customization of the Subscription Service, except as expressly provided in Program Terms for Programs to which Participant is appointed. Please see Program Terms for details.

4.8. **Updates.** ServiceNow may apply updates or version upgrades to Partner Instances or Pre-Release Technology at any time. ServiceNow shall use commercially reasonable efforts to notify Participant of any update or upgrade to a Partner Instance.

4.9. **Use by Contractors.** Notwithstanding the foregoing, Participant may exercise its license and other rights under this Agreement (including additional licenses and other rights under the Program Terms) using individual contractors subject to any notice and approval requirements herein (e.g., for use in subcontracting); provided, however, that Participant shall be responsible hereunder for the acts or omissions of such individual contractors as if they were its own employees.

4.10. **Termination of Access.** ServiceNow may terminate access to any Partner Instance (whether or not initially provided under this Agreement) at any time upon fifteen (15) days' notice to Participant, in ServiceNow's sole discretion, whereupon Participant shall cease use of such Partner Instance.

5. ORDERS AND PAYMENT

5.1. **Prices Charged to Participant.** Benefits available to Participant under a Program shall be listed in the applicable Guide, which shall specify the fee, if any, for the benefit. Unless otherwise provided in the applicable Guide, a specified discount shall be construed as a discount relative to the prices on ServiceNow's published price lists, as updated from time to time. Any discounts cited in a Guide, the Opportunity Registration Terms or related partner documentation are in lieu of, and may not be combined with, any other discounts offered by ServiceNow, contractually or through special promotions. ServiceNow may revise its standard price lists without notice or liability to Participant.

5.2. **Order Forms.** To the extent permitted under the applicable Program Terms, Participant may initiate a purchase of a benefit (such as the Subscription Service or ServiceNow Professional Services) by entering into a written or (if available) electronic Order Form with ServiceNow or a ServiceNow affiliate as applicable to the location of Participant. ServiceNow may accept or reject any order for any reason. Once signed by both parties, each Order Form is final, non-cancellable, non-refundable and not contingent upon resale or acceptance by an end customer. Order Forms that include a Subscription Service term are, for the purposes of the corresponding Subscription Services, continuous and non-divisible commitments for the full duration of the subscription term regardless of the invoice schedule. Pricing stated in each Order Form is valid until the pricing term specified on the Order Form lapses, or if not specified, until ninety (90) days after the date of signature by ServiceNow. All Order Forms, including those signed with a regional ServiceNow affiliate named in the Order Form, are governed exclusively by the terms and conditions of this Agreement and the applicable Program Terms, except for Order Forms that expressly reference a Master Ordering Agreement, Managed Service Provider Agreement, or other agreement signed by the parties that governs Participant's own production use of the Subscription Service or ServiceNow Professional Services.

5.3. **Price Updates.** ServiceNow may from time to time update its price lists and discount schedules. Changes to prices or discounts do not apply to, amend or modify any Order Form signed by the parties, regardless of whether Participant had notice of the changes when ServiceNow provided the Order Form for signature. It is Participant's responsibility to confirm before signing an Order Form that the Order Form reflects the best current prices and discounts to which Participant may be entitled, and Participant should request from ServiceNow a revised Order Form if necessary. Neither party is obligated to provide any refund, credit or revised pricing for an Order Form that contains prices or discounts different from those to which Participant is eligible at the time of the Order Form's issue or signature.

5.4. **Payment Terms.** All payments shall be due net thirty (30) days from the date of ServiceNow's invoice unless otherwise agreed in an Order Form, except that online purchases may require payment by credit card at the time of purchase. Payments shall be invoiced and paid in U.S. dollars unless otherwise specified in the applicable Order Form. Participant may, for its administrative convenience, issue a purchase order consistent with the terms of the Order Form, but a purchase order is not required. If Participant issues a purchase order, then it shall be for the full amount of the Order Form. No purchase order shall be effective to impose additional or different terms from those set forth in either the Order Form or this Agreement and the applicable Program Terms. Amounts not paid when due bear interest at a rate of 1.5% per month or the legal maximum interest rate, whichever is less, excluding amounts that Participant disputes in good faith to have been invoiced in error. Notwithstanding any contrary provision in this Agreement, if Participant is late in paying undisputed amounts owed, ServiceNow may, in addition to its other rights and remedies provided hereunder or at law, suspend the Subscription Service, including any Partner Instance, or any other benefit provided hereunder in whole or in part without notice. ServiceNow shall be entitled to an award of its reasonable attorneys' fees and costs of collection of amounts owed to it under this Agreement.

5.5. **Taxes.** All payments required by this Agreement are exclusive of national and foreign federal, provincial, state and local taxes, duties, tariffs, levies and similar assessments, including penalties and interest, in any country ("**Taxes**"). Without limiting the foregoing, unless otherwise stated in the applicable Order Form, all references to payments made in this Agreement are exclusive of any VAT or sales tax chargeable and, where required by law, VAT or sales tax shall be itemized at the rate applicable, if any, and paid in addition

thereto. Participant agrees to pay (and reimburse ServiceNow if it is required to pay) Taxes that are imposed on transactions under this Agreement by or under the authority of any government body, excluding Taxes based upon ServiceNow's net income. Participant shall make all payments required without deduction of any Taxes, except as required by law, in which case the amount payable shall be increased as necessary so that after making any required deductions and withholdings, ServiceNow receives and retains, free from any liability for Taxes, an amount equal to the amount it would have received had no such deductions or withholdings been made. If Participant is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Participant must provide a valid certificate of exemption before ServiceNow makes any tax-free sales to Participant.

6. CONFIDENTIALITY

6.1. **Obligations.** Neither party shall disclose Confidential Information of the other party to anyone or shall use Confidential Information of the other party for any purpose. Each party shall use at least the same degree of care (but no less than reasonable care) to prevent the unauthorized use, dissemination and copying of the other party's Confidential Information as it uses to protect its own confidential information of a like nature. Each party shall limit the disclosure of such Confidential Information to those of its employees, legal or financial advisors, and contractors that are acting in the same capacity as Participant's employees (and such employees, legal or financial advisors, and contractors of its affiliates) with a bona fide need to access such Confidential Information in order for Participant to perform its obligations under this Agreement or the Program Terms, and all such employees, advisors, and contractors must be subject to binding disclosure and use restrictions at least as protective as those set forth herein. Each party receiving Confidential Information from the other party pursuant to this Agreement shall be principally liable hereunder for any act inconsistent with the obligations of this Section 6 which is committed by any of its employees, advisors, and contractors (and the employees, advisors, and contractors of its affiliates) or other third party with whom the receiving party has shared such Confidential Information as if the receiving party had committed the act.

6.2. **Exclusions.** Notwithstanding any provision herein to the contrary, Confidential Information shall not include any information that: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (b) was rightfully in the receiving party's possession at the time of disclosure without an obligation of confidentiality on the receiving party; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (d) is rightfully obtained by the receiving party from a third party not under a duty of confidentiality to the disclosing party and without restriction on use or disclosure; or (e) the receiving party is permitted to publicly disclose under another provision of this Agreement.

6.3. **Required Disclosures.** This Agreement shall not be construed to prevent the receiving party from disclosing the disclosing party's Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the receiving party: (a) gives twenty (20) days' notice (or such shorter period as is the maximum notice permitted under applicable law) before making the disclosure, unless prohibited by law; (b) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information; and (c) discloses only that portion of the disclosing party's Confidential Information which is legally required to be disclosed. Nothing in this Agreement prohibits or otherwise restricts Participant or its employees from lawfully reporting fraud, waste or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

6.4. **Whistleblower and Litigation Protections Concerning Disclosure of Trade Secrets.** Notwithstanding the foregoing, the parties acknowledge that under the laws of the United States of America, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (a) in confidence to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other official court document filed in a lawsuit or other legal proceeding if such filing is made under seal. In addition, notwithstanding each party's confidentiality obligations hereunder, the parties agree that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual, and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

6.5. **Equitable Remedies.** The parties agree that the receiving party's disclosure of Confidential Information, except as provided herein, would 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 disclosing party 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.

6.6. **Customer Information.** Both parties agree to hold in confidence and treat as Confidential Information of the other party any information of a confidential or proprietary nature obtained from such other party related to any Customer, regardless of whether it is marked as such, including information supplied by or for Customer or Customer's agents, employees, or contractors during its use of the Subscription Service ("**Customer Confidential Information**"). Notwithstanding any other provision herein, the party receiving such information shall not disclose or use such information except as necessary in carrying out its obligations hereunder with respect to that Customer. Access to Customer Confidential Information shall comply with the terms of this Agreement and the PartnerNow Data Processing Addendum, which is hereby incorporated into this Agreement by reference.

6.7. **Return of Materials.** Upon termination of this Agreement, or upon the disclosing party's request, the receiving party shall deliver to the disclosing party or, at the disclosing party's option, destroy, all materials containing the disclosing party's Confidential Information, including all electronically stored information and passwords to access Confidential Information owned by the disclosing party that the receiving party may have in its possession or control, subject to the requirements of local law or regulation and except as necessary to

exercise its rights under this Agreement. This Section 6.7 shall not require a party to extract Confidential Information from backups of its computer systems made in the ordinary course of its business so long as such backups are kept in a secure manner in compliance with the obligations of this Section 6 and are not readily accessible to end users of those systems.

6.8. **Pre-Release Access.** Without limiting the generality of this Section 6, Participant shall treat as Confidential Information of ServiceNow any Pre-Release Technology (including URLs and passwords), and shall carefully control access to URLs and passwords for such Pre-Release Technology to prevent unauthorized access. Participant shall not: (a) demonstrate a Pre-Release Technology, its contents or its related documentation to third parties notwithstanding any provision herein to the contrary; (b) download any portion of a Pre-Release Technology that is made available to Participant as software-as-a-service; (c) take screen captures or otherwise record any of a Pre-Release Technology's user interfaces, duplicate interfaces, features or functionality; or (d) issue any press release or public announcement referencing or disclosing any information pertaining to a Pre-Release Technology.

6.9. **Time Limit.** The obligations of confidentiality under this Section 6 shall expire seven (7) years after the date of disclosure of that Confidential Information, except that the obligations with respect to the ServiceNow Core Technology and Customer Confidential Information, which in each case shall remain in effect indefinitely.

7. INTELLECTUAL PROPERTY

7.1. **Ownership.** Subject to the limited licenses set forth in this Agreement, nothing in this Agreement transfers or assigns to ServiceNow any of Participant's Intellectual Property Rights in Participant Technology (including in any source code originally authored by Participant using the Subscription Service), Participant Trademarks, or Participant's marketing materials; and nothing in this Agreement transfers or assigns to Participant any of ServiceNow's Intellectual Property Rights in ServiceNow Technology (including in any preexisting works of ServiceNow that are modified by Participant), ServiceNow Trademarks, or Collateral. There are no implied licenses under this Agreement, and any rights of a party that are not expressly granted to the other party hereunder are reserved.

7.2. **License to Modifications.** As between the parties, Participant will retain all right, title, and interest in and to all Intellectual Property Rights in Participant Technology. Participant grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferrable (except under Section 14.4), worldwide, right to use Participant Technology solely to provide and support the ServiceNow Technology. Participant will retain all right, title, and interest in and to all Intellectual Property Rights in any Participant Configuration created by Participant. Participant hereby grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferrable (except under Section 14.4), worldwide, right to use all Intellectual Property Rights in any such Participant Configuration solely as necessary to provide and support the ServiceNow Technology. To the extent there is any patentable invention (e.g., a patentable business workflow) embodied in any such Participant Configuration accessed and used by Participant within the ServiceNow Technology, Participant shall also own all right, title, and interest in any patent issued to Participant for any such patentable invention. Participant covenants not to assert any such issued patent against any access or use of any ServiceNow Technology including, but not limited to, the Subscription Service by ServiceNow, any other Participant, or any Customer.

7.3. **Freedom to Operate.** Subject to each party's respective rights and obligations under this Agreement, each party acknowledges that the other party, its customers and other parties are entitled to develop and publish products and services that are similar to or otherwise compete with products and services sold or published by the other party.

7.4. **Restrictions.** Except as otherwise provided in the Program Terms for a Program to which Participant is appointed, Participant shall not (and shall not permit others or any portion of Participant Technology to) do any of the following with respect to the ServiceNow Technology or any portion thereof: (a) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise make any of it available for access by third parties, including any derivative works of ServiceNow Technology irrespective of which party authors such derivative works, except as expressly permitted in Section 4.1(d); (b) use or access it for the purpose of developing products or services competitive with the platform component of the Subscription Service (use or access to develop competitive Partner Applications, however, is permitted); (c) disassemble, decompile or reverse engineer it for any reason, and particularly for the purpose of developing products or services that compete with the Subscription Service or use similar ideas, features, functions or graphics; (d) copy, create derivative works of, or otherwise modify it, except as expressly permitted hereunder; (e) disrupt its security, integrity or operation; (f) remove or modify any copyright or other proprietary rights notice in it; (g) use it to reproduce, distribute, display, store, transmit or use infringing, obscene, threatening, libelous or otherwise unlawful or tortious material or content, or any material or content protected by copyright or other Intellectual Property Right (including the rights of publicity or privacy) of any person without first obtaining the permission of the owner; (h) use it to damage the property of another; (i) use it in any manner which violates any applicable law or regulation; (j) use it in a manner that temporarily or permanently alters, erases, removes, copies, modifies, halts or disables any ServiceNow or third-party data, software or network without authorization; (k) use it to create, use, send, store or run viruses or other harmful computer code; (l) use it in any manner that disables, hacks or interferes with any security, digital signing, digital rights management, verification or authentication mechanism; (m) recruit or solicit other participants of PartnerNow using contact information obtained through it; or (n) use it in any manner that, in ServiceNow's reasonable judgment, circumvents the ordinary use or operation of the Subscription Service or APIs, disrupts ServiceNow's pricing structure or ability to provide services, updates, or support to Customers, or allows any party to access ServiceNow Technology in excess of such party's Authorized Use Configurations or normally intended use. Before Participant exercises any of the foregoing actions that Participant believes it is entitled to at law, Participant shall provide ServiceNow with thirty (30) days' prior notice at legalnotices@servicenow.com, or, if applicable law or the relevant court order does not allow for 30 days' notice, the maximum amount of notice allowable, and provide all reasonably requested information to allow ServiceNow to assess Participant's claim and, at ServiceNow's sole discretion, to provide alternatives to reduce any adverse impact on ServiceNow's Intellectual Property Rights or other rights.

7.5. **Not a Sale.** Any ServiceNow Technology that is provided to Participant or to which Participant is given access, including copies of Ancillary Software, shall not be deemed to have been sold, even if for convenience ServiceNow makes reference to words such as “sale” or “purchase” in the applicable Order Form or other document.

7.6. **ServiceNow APIs.** Participant agrees that the structure, sequence and organization of APIs, API Documentation and API Sample Code, constitute copyrightable works owned by ServiceNow and that Participant shall not reproduce, use, distribute, create derivative works of or otherwise modify APIs except as provided in Section 4.4 (*APIs*). Provision of APIs and related API Documentation is at ServiceNow’s discretion, and nothing herein requires ServiceNow to divulge or otherwise provide access to underlying code that it uses to implement APIs.

7.7. **Inclusion of Third-Party Technology.** Participant shall be solely responsible for securing, reporting and maintaining all necessary rights, clearances and consents related to the Participant Technology, including with regard to any Open Source Software license obligations and payment of all licensing fees, royalties and respective revenue shares, if any, necessary to continue the operation of Participant Technology. Participant represents and warrants that the licensing terms for any free or open-source software included with the Participant Technology shall not require ServiceNow or its Customers to disclose or make available any of the source code, keys, authorization codes, methods, procedures, data or other information related to any portion of the ServiceNow Technology (including without limitation the digital signing or digital rights management mechanisms utilized as part of the Subscription Service) or any third-party software made available through the Subscription Service.

7.8. **Retention.** Notwithstanding the provisions of Section 6 (*Confidentiality*), either party may use the general ideas, concepts, know-how and techniques obtained or observed from the other party (other than Customer Confidential Information) in compliance with this Agreement that are incidentally retained in the unaided memories of its employees and subcontractors, provided that the foregoing does not grant that party any license under the other party’s patents or copyrights except as expressly provided herein.

7.9. **Suggestions.** To improve its services, partner programs and related resources, ServiceNow encourages its partner community to provide suggestions, proposals, ideas, recommendations or other feedback (whether written, verbal or in any other manner) in connection with this Agreement or any ServiceNow Technology. To the extent Participant provides such feedback to ServiceNow, Participant shall and hereby does grant to ServiceNow a perpetual, irrevocable, royalty-free, fully-paid, sub-licensable, transferable (notwithstanding Section 14.4 (*Assignment*)), non-exclusive, worldwide right and license to make, have made, use, sell, offer for sale, import, export, rent, lease, reproduce, distribute, publicly display, publicly perform, modify, create derivative works of, disclose and otherwise exploit it in any manner without restriction (whether of confidentiality, compensation or otherwise). For the avoidance of doubt, ServiceNow’s exposure to Participant Technology, without more, does not constitute feedback.

7.10. **Customer Subscription.** Participant acknowledges that Customers must separately procure permission from ServiceNow to use the ServiceNow Technology, including the Customer’s access to the Subscription Service, even if customized or configured by Participant or otherwise included in Partner Applications. Nothing in this Agreement authorizes Participant to grant such permission on behalf of ServiceNow, and Participant shall not to purport to grant such permission.

7.11. **Derivative Works; Improvements.** The term “derivative work” as used in this Agreement shall have the same meaning ascribed to it under U.S. law, specifically 17 U.S.C. §101, notwithstanding selection of another country’s law under Section 14.8 (*Dispute Management*). The parties agree that: (a) that the copyright in a derivative work extends only to the material contributed by the author of the derivative work, as distinguished from the preexisting material employed in the work by the author of the derivative work; (b) a party who creates a derivative work that is based on the preexisting work of the other party, acquires no rights to the preexisting material of the other party; and (c) a party who creates a derivative work that is based on the preexisting work of the other party shall not (without a license or other permission of the other party) reproduce, distribute or otherwise exercise the rights of a copyright holder with respect to the preexisting work as it subsists in the derivative work, even if applicable law vests ownership of the copyright in a derivative work other than as agreed to by the parties in this Section 7.11. For the avoidance of doubt, an improvement made by one party to an invention that is the subject of a patent or pending patent application of the other party shall in no way give the party making the improvement any license or other right under the other party’s patent or patent application.

7.12. **Automatically Generated Software.** ServiceNow Technology may include automatic code generators that generate software based on high-level input of a user. For the avoidance of doubt, and in accordance with Section 7.1 (*Ownership*), ServiceNow and its licensors shall own all Intellectual Property Rights in the output of such automatic code generators, subject to Participant’s Intellectual Property Rights (if any) in the high-level input.

8. TRADEMARKS; PUBLICITY

8.1. **Trademark Ownership.** ServiceNow acknowledges that Participant owns all Participant Trademarks and any goodwill derived from the use of Participant Trademarks by ServiceNow under this Agreement inures solely to the benefit of Participant. Participant acknowledges that ServiceNow owns all ServiceNow Trademarks and all other Trademarks owned by ServiceNow and any goodwill derived from the use of the ServiceNow Trademarks and all other Trademarks owned by ServiceNow by Participant under this Agreement inures solely to the benefit of ServiceNow.

8.2. **Trademark License to Participant.** Subject to Participant’s compliance with this Agreement, including the restrictions set forth in this Section 8, and the ServiceNow Logo Guidelines applicable to use of a particular Trademark, ServiceNow grants to Participant a limited, personal, revocable, non-sublicensable, non-transferable (except as provided in Section 14.4 (*Assignment*)), non-exclusive, royalty-free license in the Territory to use the ServiceNow Trademarks solely to promote and advertise its participation in a Program. Participant may not use a ServiceNow Trademark designated for use with a specific Program unless Participant is appointed to that Program at the time of the use. ServiceNow may terminate the license under this Section 8.2 for any reason upon reasonable notice to

Participant. “**ServiceNow Logo Guidelines**” means the following ServiceNow documents in their most current form, as updated by ServiceNow from time to time in its sole discretion and available on the Partner Portal or delivered by ServiceNow to Participant: (a) the PartnerNow Branding Guidelines, ServiceNow’s most current requirements for PartnerNow participants’ use of ServiceNow Trademarks generally; and (b) ServiceNow’s most current logo and icon guidelines that include requirements for the display of each ServiceNow Trademark applicable to a Program.

8.3. **Trademark License to ServiceNow.** Participant grants to ServiceNow a revocable, non-exclusive, royalty-free, worldwide license to use Participant Trademarks subject to Participant’s trademark and logo usage guidelines, if any, provided by Participant to ServiceNow, to promote and advertise: (a) Participant’s participation in a Program to which Participant is appointed; (b) any integrations between the Subscription Service with Participant’s products or services; and (c) any Participant Application. Participant may terminate the foregoing license for any reason upon reasonable notice.

8.4. **Cooperation.** Each party licensed hereunder to use the other party’s Trademarks shall: (a) cooperate with the licensor in facilitating monitoring and control of the licensee’s use of the licensed Trademark, including with respect to the nature and quality of the materials in which the Trademark is used; (b) upon request, provide the licensor with specimens of the licensed use of the Trademark; and (c) comply with any instructions by the licensor in relation to such use, including, if so requested, submitting any proposed use of the Trademark to the licensor for review and approval prior to public use or dissemination of materials using the Trademark. Participant hereby assigns to ServiceNow all right, title and interest in the ServiceNow Trademarks that may accrue to Participant by operation of law, together with all goodwill attaching thereto that may inure to Participant in connection with this Agreement or from its use of the ServiceNow Trademarks.

8.5. **Trademark Use Restrictions.** Except as otherwise set forth in this Agreement, each party is expressly prohibited from any use of the other party’s Trademarks. Neither party has used or will use the other party’s Trademarks in any way that is likely to cause confusion, disparage the other party or its products or services, injure its reputation as a company providing high quality products and services or otherwise diminish or damage its goodwill in its Trademarks. Participant may not use the ServiceNow Trademarks in any manner that would indicate, or could be interpreted as, endorsement or sponsorship by ServiceNow of any product or service offered by Participant or any third party. Neither party has incorporated or combined, or will incorporate or combine the other party’s licensed Trademarks into its own trademarks, service marks or certification marks, or mutilate or otherwise modify the other party’s licensed Trademarks.

8.6. **No Contest.** Participant shall at no time contest or aid in contesting the validity or ownership of the ServiceNow Trademarks or any other marks owned by ServiceNow, including without limitation the NOW mark, accompanying NOW logo and family of NOW marks, or take any action in derogation of ServiceNow’s rights therein. Participant shall not adopt or register in any jurisdiction, whether as a corporate name, domain name, trademark, service mark or indication of origin, any of the ServiceNow Trademarks or other marks owned by ServiceNow, or any word or mark confusingly similar thereto.

8.7. **Publicity.** Participant expressly agrees that ServiceNow may reference Participant as a member of the Program and feature Participant on its website and related Program promotional materials. Subject to the foregoing, except as provided in Sections 8.2 and 8.3, neither party shall issue any press release or public announcement relating to this Agreement after its expiration or termination or without the other party’s prior approval.

9. THIRD-PARTY CLAIMS

9.1. **ServiceNow Obligation.** As used in this Section 9, “ServiceNow” and “Participant,” when used in the context of a party entitled to defense, shall include that party’s board of directors, officers, employees and subcontractors. “**Claim**” shall mean any suit, claim, action or demand made by a third party. ServiceNow shall defend Participant against any Claim solely to the extent alleging that Participant’s non-production use of a Partner Instance pursuant to and in accordance with the license grants of Section 4.1 (*Partner Instances*) directly infringes any valid patent, copyright or trademark of a third party, and pay any court-ordered award of damages, settlement amount and reasonable attorneys’ fees, solely to the extent such damages are based on such allegations. Program Terms, when applicable, may specify additional types of Claims which ServiceNow shall defend and settle, subject to and in accordance with this Section 9.

9.2. **Participant Obligation.** Participant shall: (a) defend ServiceNow against any Claim solely to the extent alleging: (i) negligence of Participant that results in bodily injury, death or damage to real or tangible personal property; (ii) unpaid Taxes owed by Participant, including any fees or penalties relating thereto; (iii) a breach of Participant’s warranties, use restrictions or obligations hereunder; (iv) damages, loss, expenses or injury arising from a Customer’s use of, or the performance of, Participant Services or Participant Technology as provided by Participant to such Customer; (v) that a Customer’s use of any Partner Application directly infringes any valid patent, copyright or trademark of a third party; (vi) breach of any representation or warranty made by Participant or its shareholders, directors, officers, employees and subcontractors to Customer, including those relating to ServiceNow Technology or ServiceNow Professional Services; or (vii) breach by Participant of Section 12 (*Proper Conduct*); and (b) pay any court-ordered award of damages, settlement amount and reasonable attorneys’ fees, solely to the extent such damages are based upon the allegations enumerated in the preceding clause. Program Terms, when applicable, may specify additional types of Claims which Participant shall defend and settle, subject to and in accordance with this Section 9.

9.3. **Process.** The obligations of the party providing indemnification under Sections 9.1 and 9.2 (the “**Defending Party**”) to another party (the “**Indemnified Party**”) are conditioned on: (a) the Defending Party being granted sole control of the defense thereof and any related settlement negotiations (provided that consent from the Indemnified Party shall be required for any settlement that does not release all covered claims against the Indemnified Party or requires it to take any action other than to stop using the infringing items that are the subject of the Claim, which shall not be unreasonably withheld); and (b) the Indemnified Party’s reasonable cooperation and assistance in the defense at the Defending Party’s request and expense. In addition, the Defending Party shall be excused from its

obligations under Section 9.1 or 9.2 only to the extent that it is prejudiced by any undue delay by the Indemnified Party in notifying the Defending Party of the Claim after the Indemnified Party becomes aware of the existence or threat of such Claim.

9.4. **Mitigation.** Notwithstanding any provision herein to the contrary, if any portion of the Partner Instance or other ServiceNow Technology relating to this Agreement becomes or, in ServiceNow's determination, is likely to become the subject of a Claim of infringement or misappropriation, then ServiceNow may immediately terminate this Agreement or the applicable Program Terms or revoke Participant's access to ServiceNow Technology, in each case upon notice and without liability.

9.5. **Limitations.** Neither ServiceNow nor Participant shall have any liability under this Section 9 for increased damages for intentional or willful infringement by the other party (or any attorneys' fees associated with such intentional or willful infringement) if the basis for the increased damages award, as determined by a court, is the result of the conduct, acts or omissions of the other party. SECTIONS 9.1 (*SERVICENOW OBLIGATION*) AND 9.2 (*PARTICIPANT OBLIGATION*) STATE SERVICENOW'S AND PARTICIPANT'S ENTIRE LIABILITY, AND SERVICENOW'S AND PARTICIPANT'S EXCLUSIVE REMEDY, FOR THIRD-PARTY CLAIMS AND ACTIONS OF ANY KIND OTHER THAN THOSE FOR COLLECTION OF TAXES. Notwithstanding the foregoing or any provision in this Agreement to the contrary, ServiceNow shall have no liability for any Claim arising in whole or in part from: (a) unauthorized use of a Partner Instance or other Subscription Service (including use by an unauthorized person or use by Participant in an unauthorized manner); (b) information submitted to, stored within, or processed using the Subscription Service by or on behalf of Participant or a Customer; (c) use of the Subscription Service by a Customer in violation of applicable law; (d) use of the Subscription Service after ServiceNow terminates this Agreement in accordance with Section 9.4 (*Mitigation*); (e) modifications to the Subscription Service (including the Partner Instance) by anyone other than ServiceNow or someone at ServiceNow's direction; (f) any person's reproduction or use of Pre-Release Technology; or (g) use of ServiceNow Technology (including the Partner Instance) in combination with any hardware, software, application or service made or provided other than by ServiceNow if the Claim would have been avoided by the non-combined or independent use of the ServiceNow Technology.

10. REPRESENTATIONS AND WARRANTIES

10.1. **Customer Warranty.** Any warranty to a third-party Customer regarding ServiceNow Technology or ServiceNow Professional Services shall be provided solely and directly from ServiceNow to the Customer. Participant shall not make (and shall not allow its shareholders, directors, officers, employees or subcontractors to make) representations or warranties, whether or not false or misleading, to Customers regarding ServiceNow Technology or ServiceNow Professional Services, including without limitation representations of exclusivity for any transaction (including renewals or additional sales to an existing Customer), or any statement to a Customer inconsistent with the Collateral or Documentation.

10.2. **Participant Warranty.** Participant hereby represents and warrants that: (a) Participant has the full corporate right, power and authority to enter into this Agreement and perform its obligations under this Agreement or any Program Terms; and (b) Participant and its Partner Applications shall comply with all applicable laws and regulatory requirements.

10.3. **Program Warranties.** Participant agrees that it shall not rely on statements in the Guides, Documentation, ServiceNow websites, Collateral or any document incorporated by reference into the foregoing or this Agreement, as a representation or warranty, and that only the express representations and warranties in this Agreement shall apply (including the attached Program Terms, but excluding the Guides even if the Guides are incorporated by reference).

10.4. **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PROGRAM TERMS (EXCLUDING THE GUIDES): (A) THE SERVICENOW TECHNOLOGY, COLLATERAL, SERVICENOW TRADEMARKS, AND ANY SOFTWARE OR SERVICES PROVIDED BY SERVICENOW UNDER THIS AGREEMENT ARE PROVIDED TO PARTICIPANT "AS IS" WITHOUT WARRANTY OF ANY KIND; AND (B) TO THE EXTENT PERMITTED BY LAW, SERVICENOW AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS, STATUTORY OR IMPLIED, TO PARTICIPANT AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, PROFITABILITY, SUPPORT, PERFORMANCE, BACKUP, LOSS OF USE OR LOSS OF DATA, AVAILABILITY OR ACCURACY OF THE SERVICENOW TECHNOLOGY, COLLATERAL OR SERVICENOW TRADEMARKS. PARTICIPANT ACKNOWLEDGES THAT CHANGES MADE TO SERVICENOW TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, TO ANY PARTNER INSTANCE, MAY DISRUPT INTEROPERATION WITH PARTICIPANT TECHNOLOGY, AND SERVICENOW DOES NOT UNDERTAKE TO CONTINUE OPERATING, PROVIDING OR SUPPORTING SERVICENOW TECHNOLOGY, WHICH, IF DISCONTINUED, MAY RENDER PARTICIPANT TECHNOLOGY INOPERABLE. SERVICENOW AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICENOW TECHNOLOGY, OR ANY PORTION THEREOF, IS ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION, OR THAT ANY PARTICIPANT TECHNOLOGY INTEROPERATING WITH SERVICENOW TECHNOLOGY WILL NOT EXPERIENCE LOSS OF USE OR LOSS OF DATA. WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICENOW AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL STATUTORY OR OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. PARTICIPANT ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT, IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE PROGRAM TERMS (EXCLUDING THE GUIDES).

11. LIMITATIONS OF LIABILITY

11.1. **Exclusions.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS OR REVENUE OR LOSS OF USE OR DATA, COSTS OF COVER OR SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND, HOWEVER CAUSED, RELATED TO OR ARISING OUT OF THIS AGREEMENT, ANY APPOINTMENT

CONFIRMATION, APPOINTMENT, PROGRAM OR PROGRAM TERMS, OR THE RIGHTS, LICENSES, PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY PROGRAM, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. **Limitations.** TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY FOR ALL CLAIMS IN THE AGGREGATE ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY APPOINTMENT CONFIRMATION, APPOINTMENT, PROGRAM OR PROGRAM TERMS, OR THE RIGHTS, LICENSES, PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY PROGRAM, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE GREATER OF: (A) AMOUNTS PAID BY PARTICIPANT TO SERVICENOW PURSUANT TO THIS AGREEMENT OR THE APPLICABLE PROGRAMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF FIRST ACCRUAL OF LIABILITY; OR (B) TEN THOUSAND U.S. DOLLARS (\$10,000). NOTWITHSTANDING THE PRECEDING SENTENCE, THE TOTAL, CUMULATIVE LIABILITY OF SERVICENOW FOR ALL CLAIMS IN THE AGGREGATE ARISING OUT OF OR RELATED TO PRE-RELEASE TECHNOLOGY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO ONE THOUSAND U.S. DOLLARS (US\$1,000.00) SUBJECT TO THE LIMITATION OF THE PRECEDING SENTENCE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THESE LIMITS. THE PARTIES HAVE AGREED THAT THE LIMITATIONS OF THIS SECTION 11 (*LIMITATIONS OF LIABILITY*) SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NEITHER PARTY'S THIRD-PARTY LICENSORS OR SUPPLIERS HAVE ANY LIABILITY OF ANY KIND UNDER THIS AGREEMENT. EACH PARTY'S LIABILITY WITH RESPECT TO ANY THIRD-PARTY SOFTWARE SHALL BE SUBJECT TO THIS SECTION 11 (*LIMITATIONS OF LIABILITY*).

11.3. **Exceptions.** Section 11.1 (*Exclusions*) and Section 11.2 (*Limitations*) shall not apply to liability or damages arising under: (a) Section 5.5 (*Taxes*), 6 (*Confidentiality*), 7 (*Intellectual Property*), 9 (*Third-Party Claims*), 12 (*Proper Conduct*), 13 (*Security and Customer Data*); or (b) any infringement or misappropriation by a party of the other party's intellectual property. Section 11.2 (*Limitations*) shall also not apply to: (i) any obligations of Participant, including under Sections 5.4 (*Payment Terms*) to pay for program benefits, rights, licenses, products or services procured pursuant to this Agreement (including any Program Terms); (ii) obligations of a party to pay the other for fees and expenses owed pursuant to Section 3.6 (*Payment and Expenses*) of the Services Partner Program Terms of Appendix 2 hereto; or (iii) obligations of either party to pay amounts owed pursuant to Section 6 (*Financial Matters*) of the Technology Partner Program Terms of Appendix 4 hereto.

12. PROPER CONDUCT

12.1. **Partner Code of Conduct.** Participant acknowledges that it has read, understands and shall abide by the then-current Partner Code of Conduct, which is hereby incorporated into this Agreement by reference. ServiceNow may, from time to time upon thirty (30) days' notice to Participant, amend the Partner Code of Conduct on a going forward basis, in ServiceNow's sole discretion. If Participant does not agree to an amendment, its recourse shall be to resign from the affected Program (if the amendment is limited to appointees of a Program), or terminate the Agreement for convenience in accordance with Section 3.2 (*Termination for Convenience*). As related to Participant's business with ServiceNow, Participant shall raise suspected, potential, or actual violations of the Partner Code of Conduct, any other ServiceNow policy or procedure, or of law, to ServiceNow. If Participant has a good faith concern about a suspected, potential, or actual violation, Participant should send an email to: legal_compliance@servicenow.com. Alternatively, Participant can submit a concern anonymously via ServiceNow's Whistleblower Hotline: servicenow.ethicspoint.com. Participants' reports of misconduct submitted in good-faith are protected from retaliation.

12.2. **Export Compliance.** Each party shall comply with the export control, economic sanctions and import laws and regulations of the United States and all relevant jurisdictions. Participant acknowledges that the ServiceNow Technology may be subject to the U.S. Export Administration Regulations (the "**EAR**"), and Participant shall comply with the EAR. Participant also acknowledges that certain transactions involving ServiceNow Technology are subject to US economic sanctions administered by the US Office of Foreign Assets Control ("**OFAC**") and that Participant will comply with these economic sanctions. Without limiting the foregoing, Participant represents and warrants that: (a) it is not located in, and will not use any ServiceNow Technology from, any country subject to the EAR or OFAC restrictions (currently including Cuba, Iran, North Korea, Sudan, Syria and the Crimea Region of Ukraine) and will not provide any ServiceNow Technology to any individual or entity subject to the EAR or OFAC restrictions; (b) Participant will not use the ServiceNow Technology in the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems; and (c) Participant is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. Participant shall not directly or indirectly export any ServiceNow Technology or provide any products or services using ServiceNow Technology to (i) any country, destination, or person to which the provision of such ServiceNow Technology or products or services using ServiceNow Technology would be prohibited by the United States, such as but not limited to, anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List; or (ii) any country or destination for which the United States requires an export license or other approval for export without first having obtained such license or other approval. The provisions of this Section will survive the expiration or termination of this Agreement for any reason. In addition, each party is responsible for complying with any and all local laws and regulations that may impact its right to import, export or use the ServiceNow Technology.

12.3. **Compliance with Anti-Corruption Laws.** Anti-corruption laws such as the U.S. Foreign Corrupt Practices Act, the U.S. Federal Anti-Kickback Statute, and the U.K. Bribery Act prohibit bribery, including bribery of government officials, to obtain or retain business, influence an action or decision, or obtain an unfair advantage in a business transaction. Participant shall comply with anti-corruption laws,

which govern the conduct of ServiceNow and its subsidiaries, and also comply with any similar local laws and regulations. Participant, and its officers, directors, employees, consultants, agents, and anyone acting on Participant's behalf or on behalf of ServiceNow, agrees not offer, give, pay, promise or authorize any direct or indirect payment or provide anything of value (including, but not limited to, kickbacks, gratuities, gifts, favors, entertainment, loans or fees) to anyone for the purpose of obtaining or retaining business or to improperly influence any action or decision, including to any government official. Where permissible, travel expenses and business amenities provided to government officials must be reasonable, directly related to product demonstration and not for any purpose prohibited above nor can be reasonably construed as a bribe or improper inducement. Any Participant's violation of any anti-corruption law is grounds for immediate termination of its relationship with ServiceNow. A Participant that engages in corruption will forfeit any payment owed for the transaction in which the Participant acted corruptly. Upon ServiceNow's request, Participant shall execute a compliance certification, certifying Participant's compliance with the provisions of this paragraph.

12.4. **Compliance with Laws.** Each party shall comply with all laws, regulations, and standards, as well as any local licensing requirements, applicable to its performance of its obligations under this Agreement ("**Applicable Laws**").

12.5. **Compliance Training.** ServiceNow may periodically request Participant to complete training on any compliance topics provided by ServiceNow (or its advisors, consultants or legal advisors), but not to exceed once per calendar year. Participant agrees that its employees directly working under this Agreement will be required to successfully complete these trainings when requested by ServiceNow. The content, scheduling, and delivery method of these trainings will be at ServiceNow's sole discretion (which may be via ServiceNow's e-Learning platform). ServiceNow will provide Participant no less than thirty (30) calendar days notice of a scheduled compliance training and thirty (30) calendar days to complete the training from the training start date communicated to Participant. Each Party shall bear its own expenses associated with the delivery or participation in these trainings.

13. SECURITY AND CUSTOMER DATA

13.1. **Security Program.** Participant will maintain a written information security program of policies, procedures and controls governing the processing, storage, transmission and security of ServiceNow Confidential Information, Customer Confidential Information and, as applicable, Customer Data (the "**Security Program**"). The Security Program shall comply with Applicable Laws (as defined in Section 12.4) and shall include physical, technical and administrative measures designed to protect ServiceNow Confidential Information Customer Confidential Information and, as applicable, Customer Data, from unauthorized access, acquisition, use, disclosure, or destruction.

13.2. **Security Assurance.** Participant shall maintain software assurance practices that minimize the risk that Participant and its Participant Technology and Partner Applications will introduce Security Vulnerabilities (defined below), including implementing processes and mechanisms ("**Security Practices**") for verifying the authenticity and integrity of the software used or distributed by Participant, such as by using public key encryption. Upon request, Participant shall disclose to ServiceNow in reasonable detail its Security Practices (which disclosures shall be Confidential Information of Participant) and shall self-certify to ServiceNow that its Participant Technology and Partner Applications are developed, operated and maintained in accordance with software integrity and security standards developed by SAFECODE.org or other similar recognized authority. Participant shall promptly notify ServiceNow in the event that it has knowledge or becomes aware that its Participant Technology or Partner Applications or other implementation, product or service may degrade ServiceNow's ability to meet its support and service availability terms, or pose a security risk to Customers, the Subscription Service or ServiceNow. Participant agrees to use reasonable efforts to assist ServiceNow, at Participant's expense, to investigate and resolve any support or availability or security problems that may be caused by a Participant Technology, Participant Services or Partner Applications, in ServiceNow's discretion.

13.3. **Security Vulnerabilities.** "**Security Vulnerability**" means any set of conditions that leads or may lead to an implicit or explicit failure of the confidentiality, integrity or availability of the Subscription Service or other offering of ServiceNow, including, by way of example only: (a) executing commands as another user; (b) accessing data in excess of specified or expected permissions; (c) posing as another user or service within a system; (d) causing an abnormal denial of service; (e) inadvertently or intentionally destroying data without permission; or (f) exploiting any encryption implementation weakness (such as to reduce the time or computation required to recover the plaintext from an encrypted message). Immediately upon identification of any Security Vulnerability, Participant shall notify ServiceNow by email to product.security@servicenow.com so that ServiceNow may initiate an investigation. Any such notice and discussions regarding a Security Vulnerability shall be treated as ServiceNow Confidential Information, and ServiceNow shall determine the appropriate remedy for any Security Vulnerability in its sole discretion. Participant shall not disclose any Security Vulnerability to the public, customers, partners or any third party without ServiceNow's express prior written approval.

13.4. **Customer Data.** If Participant Technology enables transfer of Customer Data outside of the ServiceNow platform, Participant shall: (a) clearly and conspicuously notify the applicable Customer of this fact; (b) obtain consent from the Customer; (c) advise the Customer that ServiceNow is not responsible for the privacy, security or integrity of such data; (d) not cause, by action or omission, ServiceNow to be in breach of its obligations under applicable data protection regulations; and (e) not use Customer Data for any purpose other than to provide functionality or services to that Customer. In connection with the ServiceNow Technology, Participant shall not (and shall not permit Participant Technology or Partner Applications to) collect data from any person other than in accordance with applicable data protection laws and regulations, and only then with appropriate consent. Participant shall comply with any applicable restriction on use, disclosure, processing or transmission of data received by Participant through a Customer's use of Participant Technology or Partner Applications, or provided directly by ServiceNow to Participant. Without limiting the generality of the foregoing, Participant shall comply with any applicable law or regulation requiring Participant to provide notifications regarding data breaches and any obligations protecting any individual's personal data, and shall promptly cease all collection, use and disclosure of such personal data if the applicable individual ceases to consent or affirmatively revokes consent for Participant's collection, use or disclosure of such personal data. "**Customer Data**"

means electronic data uploaded by or for a Customer, or a Customer's agents, employees, or contractors, excluding ServiceNow Core Technology, that is processed in the Subscription Service.

13.5. **Security Incident Notification.** Without limiting the obligations in Section 13.3, Participant shall monitor, analyze, and respond to security incidents in a timely manner, in accordance with Participant's standard operating procedure. Depending on the nature of the incident, Participant's security group shall escalate and engage response teams necessary to address an incident. Unless notification is delayed by the actions or demands of a law enforcement agency, Participant shall report to ServiceNow the discovery of a Security Vulnerability, any breach of Participant's Security Program, or the unauthorized acquisition, access, use, disclosure, or destruction of Customer Data, and/or ServiceNow Confidential Information (that results in disclosure, loss, or harm (each, a "**Breach**")) promptly following determination by Participant that a Breach occurred. The initial report will be made to product.security@servicenow.com. Participant shall fully cooperate with ServiceNow in responding to a Breach. In the event of the unauthorized acquisition, access, use, disclosure, or destruction of Customer Data, or ServiceNow Confidential Information, Participant shall provide access to Participant's IT environment and produce all evidence in Participant's possession or control regarding the disclosure. Participant shall take reasonable measures to promptly mitigate the cause of the Breach and shall take reasonable corrective measures to prevent future Breaches. As information is collected or otherwise becomes available to Participant and unless prohibited by law, Participant shall provide information regarding the nature and consequences of the Breach that are reasonably requested to allow ServiceNow to notify, as applicable, affected Customers, individuals, government agencies, regulatory bodies, or credit bureaus.

14. GENERAL PROVISIONS

14.1. **Conflicts.** Each party represents that it has no outstanding agreement or obligation in conflict with any provision of this Agreement or that would preclude it from complying with the provisions of this Agreement. Each party agrees not to enter into any such conflicting agreement during the term of this Agreement.

14.2. **Waiver; Remedies.** A waiver of any right under this Agreement is only effective if it is in writing and signed by the party against whom the waiver is sought. Any such waiver shall apply only to the party to whom the waiver is addressed and to the circumstances for which it is given. 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.

14.3. **No Third-Party Beneficiaries.** This Agreement is not intended to benefit any person or party other than the parties to this Agreement and, where applicable, the parties' successors and permitted assigns.

14.4. **Assignment.** Participant shall not assign, delegate, subcontract or otherwise transfer, directly or by operation of law, any of the rights or obligations of this Agreement nor any part or all of this Agreement without the prior written consent of ServiceNow. Without limiting the generality of the foregoing, each of the following transactions shall constitute an assignment for which the prior written consent of ServiceNow is required: (a) the acquisition by any person, entity or group directly or indirectly, of beneficial ownership of more than fifty percent (50%) of Participant's total voting power of its capital stock or other securities; or (b) any merger, consolidation or similar transaction by Participant with or into any person or entity (even if Participant is the surviving entity) except in a transaction in which the holders of a majority of the outstanding voting power in Participant prior to such transaction continue to hold a majority of the outstanding voting power of the surviving or continuing entity following such transaction or if Participant is acquired and the entity that acquired Participant continues to maintain Participant as a separate legal entity. The rights granted herein are personal to Participant and are not granted to Participant's affiliates. ServiceNow may, without notice to or consent from Participant, assign this Agreement or any of ServiceNow's rights and obligations hereunder: (i) to any ServiceNow affiliate; or (ii) in connection with any merger, consolidation, reorganization, sale of all or substantially all of ServiceNow's assets to which this Agreement pertains, or any similar transaction. Any attempt to transfer, assign, delegate or subcontract rights or obligations under this Agreement except as set forth in this Section 14.4 shall be void. Subject to the foregoing limitation, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

14.5. **Independent Parties.** The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or fiduciary relationship between the parties. Neither party shall have any right or authority to assume or create any obligation of any kind, express or implied, in the name of or on behalf of the other party, or represent that it has any such authority. Participant agrees that it is not entitled to any benefits ServiceNow may offer to its employees, such as group insurance or other employment benefits. Participant is solely responsible for filing all its tax returns and submitting all tax payments as required by the applicable taxing authorities arising from any payments to Participant under this Agreement.

14.6. **Compliance Review.** Participant shall retain records of its activities under this Agreement for at least four (4) years. During the term of this Agreement and for one (1) year thereafter, ServiceNow (and its auditors, consultants and legal advisors) shall have the right to audit Participant's records relating to its performance under the Agreement and to verify that Participant has fulfilled its obligations under the Agreement. If requested by Participant, ServiceNow may engage a certified public accounting firm reasonably acceptable to Participant to perform such an audit. Any such audit shall be conducted during normal business hours on a date mutually acceptable to both parties, and ServiceNow must provide at least ten (10) business days' prior notice. The audit shall be conducted at ServiceNow's expense, unless (i) the audit reveals that Participant has materially breached its obligations hereunder, or (ii) the audit is initiated as a result of Participant's failure to comply with the terms and conditions of this Agreement, in which case (i) or (ii) Participant shall promptly reimburse ServiceNow for its reasonable expenses incurred in connection with such audit. Such audits shall be conducted no more than once in any period of twelve (12) consecutive months unless required by any applicable regulatory agency, ServiceNow being compelled to do so by same, or if an audit reveals a material breach of Participant's obligations hereunder or if mutually agreed upon by the parties.

14.7. **Notices.** Except as expressly otherwise provided herein, all notices shall be in writing and deemed delivered the earlier of: (a) actual receipt; (b) upon delivery by a nationally recognized overnight courier (receipt requested) to the receiving party's address as

specified herein or updated by written notice; or (c) when received via electronic communications as evidenced by either party's contemporaneously created computer records. Participant's address for purposes of notice shall be the address and e-mail address provided by Participant when creating an account in the Partner Portal (or as updated from time to time by Participant in Participant's account information in the Partner Portal). ServiceNow's address for notice shall be: ServiceNow, Inc., 2225 Lawson Lane, Santa Clara, CA 95054, USA (with attention to Legal Department Notices, with a copy to legalnotices@servicenow.com).

14.8. **Dispute Management.** This Agreement and all relations, disputes, claims and other matters arising hereunder (including non-contractual disputes or claims) shall be governed exclusively by, and construed exclusively in accordance with, the laws of the jurisdictions set forth in the following table, as determined by the country of Participant's domicile (as indicated in the first column), without regard to conflicts of laws provisions. To the extent permitted by law, choice of laws rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. For the purposes of adjudicating any action or proceeding to enforce the terms of this Agreement, the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any national or provincial court of competent jurisdiction located in the venue indicated in the table corresponding to Participant's domicile. "ServiceNow" as a party to this Agreement shall mean the ServiceNow entity indicated in the second column of the table corresponding to Participant's domicile. The prevailing party in any claim or dispute between the parties under this Agreement shall be entitled to reimbursement of its reasonable attorneys' fees and costs.

Domicile of Participant	ServiceNow Entity	Jurisdiction	Venue
Australia or New Zealand	ServiceNow Australia Pty Ltd.	The State of New South Wales, Australia	Sydney, Australia
Brazil	ServiceNow Brasil Gerenciamento de Serviços Ltda., an entity organized under the laws of Brazil	The State of California	Santa Clara, California
Canada, Mexico or the United States of America	ServiceNow, Inc., a Delaware corporation	The State of California	Santa Clara, California
United Kingdom	ServiceNow UK Ltd.	England and Wales	London, England
Anywhere worldwide other than the above	ServiceNow Nederland B.V.	England and Wales	London, England

Participant acknowledges that ServiceNow, its Customers or its other partners may in some cases independently configure or customize the ServiceNow Technology in a manner similar to configurations and customizations created by Participant, and that infringement or misappropriation of Participant's Intellectual Property Rights in such configurations or customizations must be proved by clear and convincing evidence of actual copying (not merely by a showing of access or substantial similarity). Participant agrees that if a Customer's configurations, customizations, integrations or other modifications of ServiceNow Technology, including applications, extensions or Update Sets, constitutes misappropriation or infringement of Participant's Intellectual Property Rights, Participant shall assert a claim for such misappropriation or infringement solely against such Customer or other third parties, and not against ServiceNow (including under any theory of inducement or contributory infringement), even if ServiceNow has notice of such claim and continues to render the Subscription Services to such Customer.

14.9. **Effect of Termination of Program Terms.** Unless otherwise specified in the applicable Program Terms, upon the termination of any Program Terms: (a) Participant's appointment to the applicable Program automatically terminates; (b) all licenses and other rights granted to Participant under the Program Terms shall immediately terminate and Participant shall cease use of and access to ServiceNow Technology and other benefits provided under the applicable Program; (c) all Order Forms signed and provided by ServiceNow under the Program Terms that, at the time of such expiration or termination, remain unsigned by Participant shall be null and void; and (d) all Confidential Information provided under the Program Terms shall be returned in accordance with Section 6.7 (*Return of Materials*) subject to any continuing rights or licenses hereunder. The termination of Program Terms for one Program shall not affect the Program Terms of any other Program. Additional effects of termination applicable to Program Terms may be described in such Program Terms.

14.10. **Effect of Termination of Agreement.** Upon expiration or termination of this Agreement: (a) all Program Terms hereunder shall terminate subject to Section 14.9 (*Effect of Termination of Program Terms*); (b) all licenses and other rights granted to Participant hereunder shall immediately terminate except as provided below; (c) each party shall cease use of the other party's Trademarks, marketing collateral and Technology except as otherwise provided herein; (d) all Order Forms signed between the parties during the term of this Agreement shall survive under the terms of this Agreement until the expiration of the subscription term provided in each Order Form; (e) all Order Forms signed and provided by ServiceNow under this Agreement that, at the time of such expiration or termination, remain unsigned by Participant shall be null and void; and (f) all Confidential Information provided under the Agreement shall be returned in accordance with Section 6.7 (*Return of Materials*) subject to any license grants surviving termination of the Agreement. Notwithstanding the foregoing, no liability of either party arising before expiration or termination of this Agreement, including liability for payments due, shall be affected. Sections 1 (*Definitions*), 4.7 (*Certain Limitations*), 5 (*Orders and Payment*), 6 (*Confidentiality*), 7 (*Intellectual Property*), 8 (*Trademarks; Publicity* (but excluding Sections 8.2 (*Trademark License to Participant*) and 8.3 (*Trademark License to ServiceNow*)), 9 (*Third-Party Claims*) (but only for a period of two (2) years), 10.4 (*Disclaimer*), 11 (*Limitations of Liability*), 13 (*Security and Customer Data*), and 14 (*General Provisions*) shall survive expiration or termination of this Agreement for any reason. So long as: (i) this Agreement is not terminated by ServiceNow for cause; and (ii) Participant complies with its obligations hereunder, Participant may retain backup and archive copies of Partner Applications made pursuant to Section 4 (*Licenses to Participant*) for up to twelve (12) months after expiration or termination of this Agreement, subject to Sections 6 (*Confidentiality*) and 7.4 (*Restrictions*).

14.11. **Collateral Agreements.** ServiceNow and Participant may enter into one or more of ServiceNow's standard agreements, either before or after the Effective Date hereof, including: (a) the Design Partner Program Agreement or Pre-Release Access Agreement ("DPA"); (b) the Mutual Subcontractor Agreement ("MSA"); (c) the Program Participation Agreement and any appointments thereunder ("PPA"); (d) PartnerNow Master Terms and any appointments thereunder ("PMT"); (e) the Technology Partner Agreement ("TPA"); (f) the Authorized Training Partner Program Agreement ("ATPPA"); (g) a Master Ordering Agreement, Master Subscription Services Agreement, General Terms and Conditions of subscription or other customer subscription or license agreement (each, a "MOA"); (h) prior versions of this PartnerNow Master Agreement ("PMA"); and (i) the ServiceNow website terms of use (collectively, "Collateral Agreements"). To resolve conflicts between the terms of this Agreement and the Collateral Agreements, the following rules shall apply if and when ServiceNow accepts this Agreement and appoints Participant to at least one Program in accordance with Section 2.2 (*Appointment to Programs*):

(i) subject to this Section 14.11, the Collateral Agreements shall remain in effect during the term hereof and shall survive the expiration or termination of this Agreement in accordance with their terms;

(ii) if Participant is a party to a MOA, then the MOA shall remain in effect in accordance with its terms and shall in all cases control over any conflicting provision in this Agreement with respect to Participant's own internal use of a purchased production instance of the Subscription Service;

(iii) if Participant at any time receives or has received a non-production instance of a generally available version of the Subscription Service pursuant to a Collateral Agreement (excluding any instance received under a MOA), that instance shall also be deemed a Partner Instance subject to the terms of this Agreement;

(iv) if Participant has prior to the Effective Date of this Agreement entered into the PPA, PMT, TPA or any other Collateral Agreement appointing Participant to a reseller, technology, services or other partner program, then such prior Collateral Agreement is hereby terminated in accordance with its terms as of the Effective Date of this Agreement and Participant may request to be appointed to a Program under this Agreement; provided, however, that any termination of the Collateral Agreement pursuant to this subsection shall not affect ownership of intellectual property as prescribed under that Collateral Agreement to the extent such intellectual property was developed during the term of such Collateral Agreement;

(v) if Participant is a party to a DPA, then the DPA is hereby automatically terminated and any Subscription Service or Ancillary Software provided to Participant under the DPA shall be subject to this Agreement;

(vi) if Participant is a party to a ATPPA, then the ATPPA is hereby automatically terminated and any courseware, materials, Subscription Service or Ancillary Software provided to Participant under the ATPPA shall be subject to this Agreement;

(vii) Participant agrees that to the extent it uses ServiceNow websites (apart from a Partner Instance) or accesses materials thereon, then such access and use shall be governed by the ServiceNow website terms of use posted to such ServiceNow websites at the time;

(viii) if Participant is a party to a prior PMA, then this Agreement shall supersede the prior PMA as of the Effective Date of this Agreement, and the prior PMA shall thereafter be of no effect; and

(ix) except as provided in this Section 14.11, this Agreement shall control over any conflicting provision of a Collateral Agreement.

As a condition to its rights under this Agreement, Participant acknowledges and agrees that this Agreement is a writing signed by an authorized representative of ServiceNow and Participant and is effective to supersede the Collateral Agreements in accordance with the terms of this Section 14.11. ServiceNow may rescind and cancel, as of its Effective Date, this Agreement if Participant challenges the validity of this Section 14.11.

14.12. **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements, representations and negotiations with respect to such subject matter. In the event of any conflict between the main body of this Agreement and Program Terms, Guide, PartnerNow Data Processing Addendum, Partner Code of Conduct, Opportunity Registration Terms or any ordering document, the descending order of precedence shall be as follows: (a) Order Forms; (b) the main body of this Agreement without regard to its attached Program Terms or terms incorporated by reference; (c) Program Terms including Appointment Confirmations; (d) Work Orders (as defined in Appendix 2 hereto) and statements of work, except to the extent that the intent to override or amend this Agreement is expressly stated in such document, in which case the ordering document shall control over this Agreement; (e) Guides; (f) Opportunity Registration Terms; and (g) any other terms incorporated by reference into either the main body of this Agreement, the Program Terms or the Guides. If the parties inadvertently enter into an Order Form, Work Order or statement of work, pursuant to which Participant and ServiceNow enter into a subcontracting or reseller relationship, without ServiceNow having appointed Participant to the applicable Program, then such transactions shall be deemed subject to the applicable Program Terms unless the parties have expressly agreed otherwise, notwithstanding any provision in this Agreement to the contrary. A subcontracting provision in Program Terms shall control over Section 7.1 (*Ownership*) of this Agreement to the extent it permits or requires a party acting as subcontractor to assign rights relating to deliverables. Participant agrees that any terms and conditions in any purchase order submitted by Participant to ServiceNow are superseded and replaced by the terms and conditions of this Agreement, and such purchase order terms and conditions shall have no force or effect. Any modification of this Agreement must be in writing and signed by an authorized representative of ServiceNow and Participant.

14.13. **Construction.** No presumption shall be drawn against either party based on its drafting of any particular provision hereof. Section references in the main body of this Agreement shall be presumed to refer to other sections of the main body of this Agreement. This Agreement has been drawn in the English language, and its English language version shall be controlling over any other translations.

Les parties aux présentes ont formellement demandé à ce que la présente convention et tous les documents auxquels cell-ci réfère soient rédigés et signés en langue anglaise. The word “including” shall in all cases mean “including but not limited to.”

14.14. **Severability.** If any provision of this Agreement is judicially declared to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding any portion of the remainder of this Agreement, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable and that achieves the same objective.

14.15. **Country-Specific Terms.** The following country-specific provisions shall supplement, and supersede to the extent of any conflict, the other provisions of this Agreement if the country indicated is the domicile of Participant, or in the case of South Korea, if the Participant sells the Subscription Service or any other ServiceNow Technology, or provides ServiceNow Technology or any ServiceNow services, to one or more Customers domiciled in, or delivering services in, South Korea.

14.15.1. **Australia - Compliance with Consumer Laws.** To the extent, if any, that the terms and conditions of the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, or other statutory law prevents ServiceNow from excluding certain liability as set forth in this Agreement, such liability will be limited to the extent permitted by such law to one or more of the following: (a) in respect of a supply of services, to: (i) the supplying of the services again, or (ii) the payment of the cost of having the services supplied again; and (b) in respect of a supply of goods, to: (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of the goods, (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods, or (iv) the payment of the cost of having the goods repaired. Notwithstanding any other provision of this Agreement or an Order Form to the contrary, nothing therein will derogate from any requirement to provide a refund under the Australian consumer law. If Participant is acquiring goods or services as a “consumer” for the purposes of the Australian Consumer Law, the benefits given any warranties that are a “warranty against defects” (as such term is defined in the Australian Consumer Law) are in addition to any other rights and remedies available to Participant under a law in relation to the goods or services to which such warranty relates and, in such case, the following shall apply: “The ServiceNow goods come with guarantees that cannot be excluded under the Australian Consumer Law. Participant is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Participant is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.”

14.15.2. **Brazil.**

(a) **Ancillary Software.** The following language is added to Section 4.3 (*Ancillary Software*): “Participant may copy the Ancillary Software’s object code in whole or in part to the extent reasonably necessary for the purposes of archival, safeguard, testing, emergency reboot or disaster recovery, or as to substitute a copy made on defective media. The Intellectual Property Rights in the original and any copies of Ancillary Software, or any part of it, is the exclusive property of ServiceNow.”

(b) **Taxes.** The following language is added to Section 5.5 (*Taxes*): “For purchases of, payment for, access to, and use of the Subscription Service and Professional Services in Brazil, the following terms shall apply: “**Taxes**” shall mean all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, excise, business, service, and similar transactional taxes imposed by any taxing jurisdiction in Brazil and the interest and penalties thereon. Prices on the applicable Order Form(s) shall be inclusive of all Taxes as applicable by Brazilian law. ServiceNow shall issue a valid tax invoice to Partner and this invoice shall be inclusive of all Taxes as applicable by Brazilian law. Where required by Brazilian law, Partner will withhold Taxes with no impact on the final price. If withholding tax should apply to any purchase or Order Form, any pricing limitation herein or in an Order Form may be subject to renegotiation for future Order Forms. Upon ten (10) days’ notice from ServiceNow, Participant shall present its forms evidencing its payment of all taxes applicable to Participant under this Agreement, as well as payment of all labor and pension taxes corresponding with Participant Services under this Agreement.”

14.15.3. **South Korea.**

(a) **Vertical Markets Covenant.** Participant hereby covenants and agrees that it will not sell the Subscription Service or any other ServiceNow Technology or provide the ServiceNow Technology or any ServiceNow services, to any Customer that either:

- i. falls within the definition of an Administrative Agency or Public Institution, as defined in Section 2 of the Electronic Government Act, which may be amended, replaced or supplemented from time to time;
- ii. is engaged in the business of the Defense Industry as defined in Section 3 of the Defense Acquisition Program Act, which may be amended, replaced or supplemented from time to time;
- iii. falls within the definition of Medical Personnel as defined in Section 2, or falls within the definition of a Medical Institution as defined in Section 3, of the Medical Service Act, which may be amended, replaced or supplemented from time to time; or
- iv. falls within the definition of a Financial Company or Electronic Financial Business Entity, and uses cloud services for processing Personal Identification Information or Personal Credit Information, as defined in Section 2 of the Electronic Financial Transaction Act, which may be amended, replaced or supplemented from time to time.

Without prejudice to the generality of the foregoing, to the extent that a Customer otherwise falls within national hosting requirements, including data sovereignty, residency or mirroring requirements under the Applicable Laws which shall include, but are not limited to, Act on Promotion of Information and Communications Network Utilization, Personal Information Protection Act, Credit Information Use and Protection Act, and Act on the Development of Cloud Computing and Protection of Its Users, all of which may be amended, replaced or supplemented from time to time, whether at the time of contracting, or thereafter, the Participant shall further not sell the Subscription Service, or any other ServiceNow

Technology, or provide any ServiceNow Technology or ServiceNow services, to any such Customer.

All of the covenants provided in this Section 14.15.3 (a) shall be defined as the "**Vertical Markets Covenant**" and the markets considered in Section 14.15.3 (a) (i) – (iv) shall be defined as the "**Vertical Markets**".

- (b) **Notifications.** Participant's compliance with Applicable Laws (as defined in Section 12.4) shall not exempt Participant from its liability for breach of the Vertical Markets Covenant. Furthermore, Participant shall promptly notify ServiceNow in writing upon Participant becoming aware of: (x) any breach of the Vertical Markets Covenant; or (y) any Customer who, after purchasing the Subscription Service or other ServiceNow Technology, or receiving ServiceNow Technology or any ServiceNow services, entered into, or plans to enter into, any Vertical Market in breach of the Vertical Markets Covenant.
 - (c) **Vertical Markets Indemnity.** Participant shall indemnify ServiceNow and ServiceNow Affiliates (and its and their officers, directors, and employees) against any and all liability suffered or incurred by any and all such indemnified parties arising out of, or related to, a breach of the Vertical Markets Covenant. No limitations of liability or liability disclaimers under the Agreement shall apply to this indemnification obligation.
 - (d) **Section 92-2 Exclusion.** The following language is added to Section 3.4 (*Absolute Rights of Termination*): "For the avoidance of doubt, the parties hereby stipulate and agree that Section 92-2 of the Korean Commercial Code (*Commercial Agents' Right to Request Compensation*) is expressly excluded from this Agreement and that Participant shall waive any claim (if any) under such Section 92-2 of the Korean Commercial Code, or any other similar or equivalent legislation, in any territory, providing any rights to compensation on termination, and release ServiceNow therefrom."
- 14.16. **Electronic Signatures.** Electronic signatures in connection with this Agreement and the transactions contemplated hereby shall be binding to the same extent as original signatures.

**PROGRAM TERMS
FOR THE PARTNERNOW SALES PARTNER PROGRAM**

This Appendix 1 is attached to and made a part of the PartnerNow Master Agreement between Participant and ServiceNow.

As used in this Appendix 1, “**Program**” shall mean the Sales Partner Program; “**Guide**” shall mean the then-current Sales Partner Program Guide, as updated from time to time by ServiceNow and posted on the Partner Portal; and “**Program Terms**” shall mean the Program Terms set forth in this Appendix 1.

These Program Terms shall apply if and when Participant is appointed to the Program as evidenced by an Appointment Confirmation from ServiceNow, except that rights to resell the Subscription Services and ServiceNow Professional Services pursuant to Section 3 (*Reseller Rights*) below are subject to a separate express approval from ServiceNow in the form of a second Appointment Confirmation.

1. DEFINITIONS. Capitalized terms used herein shall be defined in the Agreement, in this Section or where first used in these Program Terms.

1.1. “**Customer Refund Entitlement**” means the percentage of the amount originally paid by a Customer to Participant for access to the Subscription Service, or to receive ServiceNow Professional Services for which a Customer is entitled to a refund for any reason, as determined by ServiceNow.

1.2. “**Distributor**” means a distributor appointed by ServiceNow and permitted to distribute the Subscription Service and ServiceNow Professional Services to Program participants within a particular Territory, including the U.S. Federal Government or other national, state or local government(s).

1.3. “**Participant Refund Obligation**” means the Customer Refund Entitlement multiplied by the amount originally paid by a Customer to Participant for access to the Subscription Service, or to receive ServiceNow Professional Services, which is approved for refund pursuant to Section 3.3 below as the Customer Refund Entitlement.

1.4. “**Participant Service Credit Obligation**” means a credit in the amount equal to the annual rate for the Customer’s use of the Subscription Service divided by 525,600, multiplied by the amount of the applicable Service Credit.

1.5. “**Proposed Order Form**” means an unmodified proposed Order Form prepared and delivered by ServiceNow to Participant that is not fully executed by the parties.

1.6. “**Service Credit**” means the number of minutes of a Customer’s Subscription Service subscription term (*i.e.*, the period of authorized use of the Subscription Service) for which ServiceNow determines a Customer is entitled to a credit.

1.7. “**ServiceNow Refund Obligation**” means the Customer Refund Entitlement multiplied by the amount which was originally paid by Participant to ServiceNow for the Subscription Service or the ServiceNow Professional Services subject to a refund, as determined by ServiceNow.

1.8. “**ServiceNow Service Credit Obligation**” means a credit in the amount equal to the annual rate paid by Participant for the right to resell access to the Subscription Service to the applicable customer divided by 525,600, multiplied by the amount of the applicable Service Credit.

1.9. “**Use Authorization**” means the agreement between ServiceNow and a Customer specifying the authorized use and service level terms of the Subscription Service and the details of the ServiceNow Professional Services purchased by a Customer.

2. APPOINTMENT TO SALES PARTNER PROGRAM

2.1. **Appointment.** Upon Participant’s receipt of an Appointment Confirmation from ServiceNow accepting Participant into the Program and payment of all applicable fees, Participant is appointed to the Program and these Program Terms are effective between the parties until these Program Terms or the Agreement expire or are terminated. The rights and responsibilities of Participant with regard to the Program are more fully described in the Guide, which is incorporated into these Program Terms by reference.

2.2. **Term and Termination.** These Program Terms are effective for a term commencing as of the Appointment Effective Date and expiring or terminating in accordance with Section 3 (*Term and Termination*) of the Agreement. The following provisions of these Program Terms shall survive the expiration or termination of these Program Terms for any reason: Sections 1 (*Definitions*), 2.2 (*Term and Termination*), and if applicable to Participant, Sections 3.3 (*Service Credits and Refunds*) and 7 (*Additional Third-Party Claims*).

3. RESELLER RIGHTS

3.1. **Appointment.** An Appointment Confirmation that appoints Participant to the Program alone does not constitute an authorization for Participant to resell the Subscription Services, or any other products or services of ServiceNow. Such resale authorization may only be granted pursuant to an Appointment Confirmation that expressly appoints Participant as ServiceNow’s authorized reseller (which may be provided separately or in the same communication that appoints Participant to the Program). Upon Participant’s receipt of such Appointment Confirmation, Participant may resell ServiceNow commercially generally available products and “packaged” professional services solely in accordance with the terms in the Guide. All resell activity shall be permitted solely to ultimate end customer, and Participant is expressly prohibited from reselling to any other reseller or permitting any Customer to further distribute or resell any ServiceNow products.

3.2. **Territory.** Participant’s authorization to resell ServiceNow products or services, if and when granted, is strictly limited to the Territory except as otherwise expressly permitted by ServiceNow. To the maximum extent permitted by law, Participant agrees not to

distribute, sell, resell, promote, advertise or market the Subscription Service or ServiceNow Professional Services outside the Territory without the express prior written consent of ServiceNow.

3.3. **Service Credits and Refunds.**

3.3.1. **Entitlement.** In accordance with the terms of a Use Authorization, a Customer may be eligible for a Customer Refund Entitlement pursuant to a warranty, a support obligation, an infringement claim, early termination or as otherwise agreed. ServiceNow or Participant shall promptly inform the other party of any claim by a Customer for a Customer Refund Entitlement or a Service Credit. ServiceNow shall solely determine, if and to the extent applicable: (a) the Customer Refund Entitlement; (b) the effective date of termination of use of the Subscription Service or the ServiceNow Professional Services; (c) the ServiceNow Refund Obligation; (d) the Service Credit; (e) the ServiceNow Service Credit Obligation; and (f) the form of the Service Credit which may be: (i) an extension of the Customer's subscription term; (ii) a credit to be applied to the next invoice for Subscription Service fees; or (iii) a cash value at the expiration or termination of the Customer's subscription term.

3.3.2. **Refund.** Within thirty (30) days after the date of determination by ServiceNow of a Customer Refund Entitlement: (a) ServiceNow shall refund to Participant the ServiceNow Refund Obligation; and (b) Participant shall refund the Participant Refund Obligation to the Customer.

3.3.3. **Service Credit.** Within thirty (30) days after the date of determination by ServiceNow of a Service Credit: (a) ServiceNow shall provide to Participant the ServiceNow Service Credit Obligation; and (b) Participant shall provide to Customer the Participant Service Credit Obligation. The ServiceNow Service Credit Obligation and Participant Service Credit Obligation shall be in the form of the Service Credit as determined by ServiceNow.

3.3.4. **Direct Fulfillment.** Notwithstanding the foregoing, ServiceNow in its sole discretion may provide a ServiceNow Service Credit Obligation or pay any ServiceNow Refund Obligation directly to the Customer by transfer or through an escrow account for release upon conditions determined by ServiceNow. In such an event, the corresponding Participant Service Credit Obligation or Participant Refund Obligation shall be reduced by the amount of the ServiceNow Service Credit Obligation or ServiceNow Refund Obligation, as applicable.

3.3.5. **No Offset.** Participant shall not offset or withhold amounts owed by Participant to ServiceNow for any Participant Refund Obligation or Participant Service Credit Obligation.

4. **RESALE TO THE U.S. FEDERAL GOVERNMENT.**

4.1. **U.S. Federal Government "Territory."** To resell to U.S. Federal Government customers and/or systems integrators that purchase on behalf of or for the benefit of U.S. Federal Government customers, Participant must be a member of the separate ServiceNow Public Sector Partner Program, and Participant's Territory, as listed in Participant's account information in the Partner Portal, must include "U.S. Federal Government."

4.2. **Orders.** To resell to a U.S. Federal Government customer, Participant must establish a separate agreement with a ServiceNow Distributor to receive pricing information and procure the Subscription Service and ServiceNow Professional Services for its federal customers. ServiceNow shall send a Proposed Order Form, which includes the appropriate use and service level terms of the Subscription Service, to a Distributor for further quoting to Participant as further described in the Guide. Participant shall incorporate such use and service level terms of the Subscription Service in Participant's agreement with its Customer in a contractually enforceable manner.

4.3. **Government Restricted Rights.** Participant agrees to take all necessary and proper actions (including without limitation execution of agreements with Customers) to ensure that any ServiceNow Intellectual Property offered, delivered, licensed and/or sold to a Customer is made available solely as "commercial computer software" or "commercial item" as those terms are used in applicable procurement regulations, and that the rights of such Customer to use or otherwise access ServiceNow Intellectual Property are limited solely to those express rights contractually granted by ServiceNow and do not include additional rights arising under statute or regulation, including without limitation Federal Acquisition Regulation (FAR) for civilian agency purchases and the Department of Defense (DOD) FAR Supplement (DFARS).

5. **RESALE TO STATE AND LOCAL GOVERNMENT.**

5.1. **Orders.** For resale orders to a State or Local Government customer, Participant will either receive pricing from ServiceNow or from ServiceNow's Distributor, at ServiceNow's sole discretion. Where ServiceNow's Distributor is a party to an order, Participant must establish a separate agreement with the ServiceNow Distributor to receive pricing information and procure the Subscription Service and ServiceNow Professional Services for its State and Local Government customers. ServiceNow shall send a Proposed Order Form, which includes the appropriate use and service level terms of the Subscription Service, to a Distributor for further quoting to Participant as further described in the Guide. Participant shall incorporate such use and service level terms for the Subscription Service into Participant's agreement with its Customer in a contractually enforceable manner. Where orders are placed directly between ServiceNow and Participant, (i) ServiceNow will send a Proposed Order Form, which includes pricing and the appropriate use and service level terms of the Subscription Service, to Participant; and (ii) Participant shall incorporate into Participant's agreement with Customer in a contractually enforceable manner such service level terms of the Subscription Service..

5.2. **Government Restricted Rights.** Participant agrees to take all necessary and proper actions (including without limitation execution of agreements with Customers) to ensure that any ServiceNow Intellectual Property offered, delivered, licensed and/or sold to a Customer is made available solely as "commercial computer software" or "commercial item" as those terms are used in applicable procurement regulations, and that the rights of such Customer to use or otherwise access ServiceNow Intellectual Property are limited solely to those express rights contractually granted by ServiceNow and do not include additional rights arising under statute or regulation.

6. USE AUTHORIZATIONS. If ServiceNow's Order Form to Participant specifies that a Use Authorization form is required, Participant is obligated to obtain Customer's signature on the Use Authorization. Where a Use Authorization form is not required, as contemplated pursuant to Sections 4.2 and 5.1 of these Program Terms, ServiceNow is an intended third-party beneficiary of the ServiceNow use and service level terms that Participant is required to include in its agreement with its Customer and, upon ServiceNow's request, Participant agrees to sponsor a claim on behalf of ServiceNow to enforce the ServiceNow use and service level terms in accordance with the applicable contract disputes process for the Customer.

7. ADDITIONAL THIRD-PARTY CLAIMS. Subject to and in accordance with Section 9 (Third-Party Claims) of the Agreement, ServiceNow shall: (a) defend Participant against any Claim to the extent caused by: (i) a Customer's use of, or the performance of, the Subscription Service, Ancillary Software or ServiceNow Professional Services (excluding any Participant Refund Obligation or Participant Service Credit Obligation or any Claim based in whole or in part on Participant's breach of the Agreement or these Program terms); (ii) negligence of ServiceNow that results in bodily injury or death or damage to real or tangible personal property; (iii) breach by ServiceNow of Section 12 (Proper Conduct) of the Agreement; or (iv) a Customer's use of the Subscription Service in accordance with the Use Authorization infringing any valid patent, copyright, or trademark of a third party that is issued or registered in the United States, Canada, Australia, the European Union or Switzerland; and (b) pay any court-ordered award of damages, settlement amount and reasonable attorney fees, to the extent caused by such Claim. ServiceNow's obligations under this Section 7 are subject to the terms and conditions of Section 9 (Third-Party Claims) of the Agreement. Section 11.1 (Exclusions) and Section 11.2 (Limitations) of the Agreement shall not apply to liability or damages arising under this Section 7. In addition to the other conditions and limitations on ServiceNow's obligations to defend and settle any Claim, if any ServiceNow Technology relating to these Program Terms becomes or, in ServiceNow's determination, is likely to become the subject of a Claim of infringement or misappropriation, then ServiceNow may immediately terminate these Program Terms upon notice without liability.

**PROGRAM TERMS
FOR THE PARTNERNOW SERVICES PARTNER PROGRAM**

This Appendix 2 is attached to and made a part of the PartnerNow Master Agreement between Participant and ServiceNow.

As used in this Appendix 2, “**Program**” shall mean the Services Partner Program; “**Guide**” shall mean the then-current Services Partner Program Guide, as updated from time to time by ServiceNow and posted on the Partner Portal; and “**Program Terms**” shall mean the terms and conditions set forth in this Appendix 2.

These Program Terms shall apply if and when Participant is appointed to the Program as evidenced by an Appointment Confirmation from ServiceNow.

1. DEFINITIONS. Capitalized terms used herein shall be defined in the Agreement, in this Section or where first used in these Program Terms.

1.1. “**Solutions Consulting Services**” means services provided by Participant to ServiceNow Customers under these Program Terms to: (a) assist the Customer with the use, implementation, configuration or customization of the Subscription Service instance purchased by the Customer; and (b) integrate third-party software or Participant Technology with the Customer’s instance of the Subscription Service (including through the use of External APIs). The term Solutions Consulting Services does not include the creation of a Partner Application to address a particular market, nor its certification and subscription sale as a Certified App as described in Appendix 4, nor does it include Participant’s services or offerings provided on a managed services instance pursuant to a Master Ordering Agreement for Managed Service Providers.

2. APPOINTMENT TO SERVICES PARTNER PROGRAM

2.1. **Appointment.** Upon Participant’s receipt of an Appointment Confirmation from ServiceNow accepting Participant into the Program and payment of all applicable fees, Participant is appointed to the Program and these Program Terms are effective between the parties until these Program Terms or the Agreement expire or are terminated. The rights and responsibilities of Participant with regard to the Program are more fully described in the Guide, which is incorporated into these Program Terms by reference.

2.2. **Territory.** Participant may advertise and offer its Solutions Consulting Services only in the Territory. To the maximum extent permitted by law, Participant agrees not to distribute, sell, resell, promote, advertise or market Solutions Consulting Services outside the Territory without the express prior written consent of ServiceNow.

2.3. **Term and Termination.** These Program Terms are effective for a term commencing as of the Appointment Effective Date and expiring or terminating in accordance with Section 3 (*Term and Termination*) of the Agreement. The following provisions of these Program Terms shall survive the expiration or termination of the Program Terms for any reason: Sections 1 (*Definitions*), 3.2 (*Subcontracting Definitions*), 3.4.4 (*Effects of Termination*), 3.6 (*Payment and Expenses*), 3.7 (*Intellectual Property*), 3.8 (*Screening and Performance*), 3.9 (*Representations and Warranties*), as well as this Section 2.3 and any definitions and provisions necessary for the interpretation of such sections. Termination of these Program Terms shall have no effect on any Work Order (defined below) that was executed but for which the work is incomplete at the date of termination; solely with respect to each such Work Order, the terms and conditions of these Program Terms shall survive until such Work Order is terminated or the work described in it is completed.

2.4. **License to Participant.** Subject to Participant’s appointment to the Program, and notwithstanding Sections 4.1 (*Partner Instances*) and 4.7 (*Certain Limitations*) of the Agreement, ServiceNow hereby grants to Participant a limited, personal, revocable, non-sublicensable, non-transferable (except as provided in Section 14.4 (*Assignment*) of the Agreement) right and license to: (a) provide Solutions Consulting Services to Customers; (b) access and use Partner Instances to develop Partner Applications in furtherance of Solutions Consulting Services; and (c) deploy such Partner Applications to Customers to whom Participant provides Solutions Consulting Services solely to implement, configure or customize their instance(s) of the Subscription Service as part of Solutions Consulting Services.

2.5. **Conditions.** With respect to each Customer to whom Participant provides Solutions Consulting Services, the license under Section 2.4 (*License to Participant*) above is subject to each such Customer’s representation to Participant that it has the right from ServiceNow to access and use the Subscription Service as implemented, configured, customized or otherwise modified by Participant. Nothing in these Program Terms shall be construed as permitting or empowering Participant to grant any Customer access to the Subscription Service or other ServiceNow Technology, including any access in excess of such Customer’s Authorized Use Configuration. Customers must separately procure from ServiceNow rights to use the Subscription Service as customized, configured or otherwise modified by Participant. In addition, the license granted under Section 2.4 (*License to Participant*) does not permit Participant to create a Partner Application that may be implemented or used apart from the Solutions Consulting Services, or that addresses a particular market. In the event that ServiceNow reasonably determines that Participant is acting as a distributor of Partner Applications rather than as a provider of Solutions Consulting Services, ServiceNow reserves the right to terminate this Appendix 2 or the Agreement, in its sole discretion.

2.6. **License to Host Application.** Participant grants to ServiceNow a perpetual, irrevocable, sublicensable, non-transferable (except as provided in Section 14.4 (*Assignment*) of the Agreement), non-exclusive, fully-paid, royalty-free, worldwide license under Participant’s Intellectual Property Rights to make, have made, sell, offer for sale, import, export, lease, rent, reproduce, distribute, create derivative works of, publicly perform, publicly display and otherwise modify, transmit and use or disclose, in any manner, any Partner Application that is deployed by Participant (or with Participant’s permission) to a Customer, solely as necessary to render such Partner Application (as may be further modified by or for Customer) to such Customer in connection with the Subscription Service. The foregoing

license shall not be construed as granting to a Customer any rights to use or modify the Partner Application. If the Customer is at any time not entitled to use the Partner Application, Participant shall enforce its applicable Intellectual Property Rights solely against the Customer, notwithstanding any other provision in the Agreement or these Program Terms.

3. SUBCONTRACTING.

3.1. **Applicability.** The provisions of this Section 3 shall apply to any Work Orders (defined below) between the parties. Pursuant to each Work Order, one party shall be designated as “**Prime**” and the other as “**Subcontractor**” and, for that Work Order, the rights and obligations of each party in its respective role (as Prime or Subcontractor) shall be as set forth in this Section 3.

3.2. Subcontracting Definitions.

- 3.2.1. “**Change Request**” means an agreement executed by the parties that describes a modification to a Deliverable, Subcontractor Services or to any material provision of a Work Order.
- 3.2.2. “**Deliverables**” means software, object code, methodologies, applications, ideas, protocols, workflows, implementation processes, business processes, logic, templates, marketing collateral, notes, documentation, templates, media, marketing collateral, reports, data, analyses and working papers delivered by Subcontractor to Prime pursuant to these Program Terms as described in a Work Order.
- 3.2.3. “**Licensed Third-Party Technology**” means Technology and materials licensed to Subcontractor by a third party for incorporation into a Deliverable and identified in the applicable Work Order.
- 3.2.4. “**Newly Created Technology**” means the portion of a Deliverable comprising Technology authored, invented or otherwise created by Subcontractor in the performance of the Subcontractor Services pursuant to these Program Terms and a Work Order, excluding Project Materials, Pre-Existing Technology and materials owned by third parties (including but not limited to Licensed Third-Party Technology).
- 3.2.5. “**Pre-Existing Technology**” means the portion of a Deliverable comprising either: (a) Participant Technology (where Participant is Subcontractor); or (b) ServiceNow Technology (where ServiceNow is Subcontractor), that was authored, invented or otherwise created by Subcontractor other than for or in connection with these Program Terms and the corresponding Work Order. When ServiceNow acts as the Subcontractor, any updates, upgrades, improvements, configurations, extensions and derivative works of ServiceNow Technology that are authored, invented or otherwise created by ServiceNow shall be deemed ServiceNow’s Pre-Existing Technology (and not Newly Created Technology), regardless of when or how created.
- 3.2.6. “**Project Materials**” means any Technology furnished to Subcontractor by or on behalf of Prime to enable or support Subcontractor Services.
- 3.2.7. “**Qualification Requirements**” means the personnel background testing and screening requirements as updated from time to time and posted online (ServiceNow posts its requirements on the Partner Portal) or e-mailed to the other party.
- 3.2.8. “**Subcontractor Services**” means consulting, training, implementation, integration or other professional services of Subcontractor including the production of any Deliverables, as described in a Work Order.
- 3.2.9. “**Work Order**” means the agreement executed by the parties that describes the Subcontractor Services to be provided and any terms and conditions specific to the Subcontractor Services and Deliverables.

3.3. Scope of Services.

- 3.3.1. **Services Provided.** For each Work Order signed between the parties, the designated Subcontractor shall provide the Subcontractor Services and Deliverables to the Prime in accordance with the Work Order, subject to the terms and conditions of the Agreement and these Program Terms for ultimate use by the Customer identified in the Work Order.
- 3.3.2. **Work Orders.** Each Work Order shall: (a) incorporate the Agreement; and (b) specify and describe the relevant business parameters, including but not limited to, the Subcontractor Services, Deliverables, responsibilities, assumptions, project descriptions, delivery schedules, staff roles, pricing, payment schedule and project manager points of contact for each party to the Work Order. All Work Orders shall be Confidential Information of both parties.
- 3.3.3. **Non-Exclusivity.** Nothing in these Program Terms or any Work Order shall be construed to obligate Prime to use Subcontractor’s services, or that of any personnel of Subcontractor, in any guaranteed quantity or for any guaranteed period of time. The quantity and duration of service shall be determined by Prime in its sole discretion.

3.4. Term and Termination.

- 3.4.1. **Term.** Each Work Order shall commence on its specified Effective Date and shall continue until it is terminated in accordance with this Section 3.4 or until Subcontractor has provided all of the Subcontractor Services and Deliverables to be provided thereunder.
- 3.4.2. **Termination for Convenience.** ServiceNow may terminate a Work Order for convenience upon two weeks’ prior notice to the other party.
- 3.4.3. **Termination for Cause.** ServiceNow may terminate a Work Order immediately if: (a) Customer indicates misconduct or incompetence in the performance of the Participant Services and requests removal of the Participant; (b) in accordance with Section 3.5.5 (*Personnel*) below, ServiceNow has requested the replacement of Participant personnel and Participant has failed to offer a replacement within two (2) business days; or (c) Participant has failed to provide ServiceNow with two weeks’ notice prior to changing the personnel assigned under a Work Order.

- 3.4.4. **Effects of Termination.** Upon termination of a Work Order, the licenses granted pursuant to Section 3.5.3. (*License to Project Materials*) below shall automatically terminate, and Subcontractor shall cease all use of the Project Materials and destroy or delete all reasonably accessible copies in its possession or control. Upon termination of a Work Order for any reason, Prime shall pay to Subcontractor fees for Deliverables delivered, work performed and expenses incurred by Subcontractor prior to the termination date, subject to the other terms and conditions of the Work Order and this Section 3 (*Subcontracting*). Termination or expiration of a Work Order shall have no effect on the Agreement or these Program Terms.
- 3.5. **Project Management.** Performance under each Work Order shall be in accordance with this Section 3.5.
- 3.5.1. **Duties, Schedules & Locations.** Subcontractor shall perform all Subcontractor Services at locations approved in advance in writing by Prime. Subcontractor and each of its personnel shall be required to follow reasonable work rules established by Prime and, if applicable, the Customer.
- 3.5.2. **Project Change Request.** Either party may request modification of a Work Order by means of a Change Request. When a party submits a Change Request, Subcontractor shall promptly estimate the financial and scheduling impacts, if any, expected as a result of the proposed Change Request. The parties shall promptly meet to review the estimate and determine whether, and with what modifications, the Change Request would be mutually acceptable. Subcontractor may not unreasonably refuse to accept a Change Request initiated by Prime if Prime agrees to bear the financial and schedule impacts identified by Subcontractor. If the parties agree to a Change Request, they shall attach it signed and dated to the applicable Work Order. If the parties are unable to agree within five (5) business days after the Change Request is submitted, then the submitting party may either withdraw the Change Request or immediately terminate the Work Order by notice to the other party at the address for notice provided herein.
- 3.5.3. **License to Project Materials.** Prime hereby grants to Subcontractor a royalty-free, non-sublicensable, non-transferable (except as provided in the general assignment provision of the Agreement), non-exclusive, worldwide license to use, make, copy and create derivative works of the Project Materials solely for the purpose of developing and testing the Deliverables.
- 3.5.4. **Delay of Project Materials.** Prime acknowledges and agrees that Subcontractor's performance of the Subcontractor Services and supply of Deliverables is contingent on Prime's timely delivery of, or provision of access to, the Project Materials. Any scheduling or financial impacts caused by Prime's failure to deliver or provide access to such materials or technology shall be treated as a Change Request.
- 3.5.5. **Personnel.** Prime may reasonably approve or reject any personnel proposed by Subcontractor in its sole discretion. Subcontractor shall not further subcontract to any third party without prior written approval from Prime and Subcontractor shall be wholly liable for the acts and omissions of such further subcontracted personnel as if they were Subcontractor. Subcontractor shall ensure that any person performing the Subcontractor Services complies with the Work Order and these Program Terms. Upon Subcontractor's receipt of a written request from Prime to remove or replace Subcontractor personnel assigned to perform Subcontractor Services, including specific reasons for such request, Subcontractor shall use reasonable efforts to replace such personnel. Prime may terminate a Work Order immediately if Subcontractor cannot offer replacement personnel within two (2) business days.
- 3.6. **Payment and Expenses.** Payment of fees and expenses under each Work Order shall be in accordance with this Section 3.
- 3.6.1. **Fees.** Prime shall pay Subcontractor the fees for Subcontractor Services and Deliverables, in addition to any expenses due and payable, in accordance with the hourly fees at the rates stated in the Work Order or the fixed price stated, or on such other basis as defined in the Work Order and any corresponding Change Request(s). Timecards must be submitted on a weekly basis for work on a time and materials basis. A Work Order may specify that payments are contingent upon the completion of a milestone, such as the rendering of specified Subcontractor Services. No overtime rates shall apply except as expressly described in the Work Order. No increase of applicable fees shall apply except as provided in a Change Request.
- 3.6.2. **Expenses.** Prime shall reimburse Subcontractor its reasonable and necessary travel expense and other out-of-pocket expenses as specified in the applicable Work Order.
- 3.6.3. **Payment.** Unless otherwise agreed in the applicable Work Order, invoices shall be submitted by Subcontractor to Prime each month for Subcontractor Services during the preceding month for fees and expenses and shall be based upon the hours worked or if applicable the milestones attained. In support of the invoice, as applicable, Subcontractor shall submit a detailed description of hours worked by each of Subcontractor's personnel assigned to perform Subcontractor Services, a description of the specified Subcontractor Services performed by each such personnel, and other information reasonably requested by Prime, along with documentation of reimbursable expenses. Unless otherwise specified in the applicable Work Order, properly submitted and approved invoices shall be paid within thirty (30) days from Prime's receipt of payment from the Customer for the corresponding Subcontractor Services.
- 3.6.4. **Taxes and Benefits.** Unless otherwise provided in the applicable Work Order, Subcontractor shall be responsible for paying (either directly or through its permitted subcontractors) all federal, state and local income taxes and other payroll taxes, as well as contributions for unemployment insurance, workers' compensation insurance, retirement funds or their local equivalents, pensions, or annuities which it now or may hereafter be required to deduct from the wages of its personnel, and shall file or cause to be filed all required returns related to such taxes, contributions and payroll deductions.
- 3.7. **Intellectual Property.**

- 3.7.1. **Ownership of Project Materials and Pre-Existing Technology.** Except as expressly provided herein: (a) Prime and its licensors shall retain all right, title and interest in and to the Project Materials; and (b) Subcontractor (whether Participant or ServiceNow) and its licensors shall retain all right, title and interest in and to the Subcontractor's Pre-Existing Technology. There are no implied licenses granted under the Program Terms, and any rights of a party that are not expressly granted to the other party are reserved.
- 3.7.2. **Newly Created Technology.** Except as otherwise set forth in the applicable Work Order, Subcontractor hereby transfers, assigns and conveys to Prime all right, title and interest (including all worldwide Intellectual Property Rights) in and to the Newly Created Technology incorporated into or delivered as part of the Deliverables. Subcontractor shall execute such documents, render such assistance and take such other actions as Prime may reasonably request, at Prime's expense, to apply for, register, perfect, confirm and protect Prime's rights in Newly Created Technology. Subcontractor hereby waives any and all moral rights, including without limitation the right to identification of authorship or limitation on subsequent modifications that Subcontractor and its employees have or may have in the Newly Created Technology.
- 3.7.3. **License by Participant.** To the extent Participant, acting as Subcontractor, delivers or incorporates any of its Pre-Existing Technology or Licensed Third-Party Technology with or into the Deliverables, Participant hereby grants to ServiceNow a royalty-free, irrevocable, sublicensable, non-transferable (except as provided in the general assignment provision of the Agreement), non-exclusive, worldwide right and license to use, make, have made, distribute, reproduce, sublicense, perform, display, create derivative works of, and otherwise use the Pre-Existing Technology and the Licensed Third-Party Technology in any manner necessary to enable the use of the Deliverables and Subcontractor Services as described in the relevant Work Order, including to provide the Subscription Service or other services (such as professional or support services) to a Customer. Participant shall provide to ServiceNow a listing of all third-party and free or open source software packages (including packages released to the public domain) which constitute Licensed Third-Party Technology. Participant shall provide the following information about each package: (i) the name; (ii) the version; (iii) the download URL; and (iv) the full license text as included in the package. If a Licensed Third-Party Technology embeds additional free or open source package(s), Participant shall list the additional free or open source package(s) separately.
- 3.7.4. **License by ServiceNow.** To the extent ServiceNow, acting as Subcontractor, delivers or incorporates any of its Pre-Existing Technology or Licensed Third-Party Technology with or into the Deliverables, it shall only be subject to any license(s) granted under the relevant Customer's then-current subscription agreement with ServiceNow.
- 3.7.5. **Customer Use of the Subscription Service.** Customers must separately procure permission from ServiceNow to use the Subscription Service, even if Subcontractor Services or Deliverables created under these Program Terms are intended for the customization or configuration of the Subscription Service. Nothing in these Program Terms authorizes Participant (either as Prime or Subcontractor) to grant to a Customer on behalf of ServiceNow permission to access or use the Subscription Service, and Participant agrees not to purport to grant such permission. To the extent Deliverables or Subcontractor Services involve the use of the Subscription Service purchased by a Customer (including configuration thereof), such use is subject to the applicable subscription service agreement between ServiceNow and the Customer. Nothing in these Program Terms shall be deemed to restrict or limit ServiceNow's right to perform similar Subcontractor Services for any other party or to assign any employees or subcontractors to perform similar Subcontractor Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing or using Subcontractor Services.
- 3.8. **Screening and Performance.**
- 3.8.1. **Independent Contractors.** Subcontractor acknowledges and agrees that it is acting as an independent contractor in performing the Subcontractor Services and providing the Deliverables hereunder. Prime shall carry no worker's compensation insurance or any health or accident insurance to cover Subcontractor or its employees. Prime shall not pay any contribution to social security, unemployment insurance, or federal or state withholding taxes nor provide any other contributions or benefits that might be expected in an employer-employee relationship. Subcontractor agrees to report and pay its own contributions for taxes, unemployment insurance, social security and other benefits.
- 3.8.2. **Compliance with Policies.** Subcontractor shall comply with Prime's travel policy and expense policy provided to Subcontractor while performing Subcontractor Services.
- 3.8.3. **Compliance with Laws.** Subcontractor shall provide the Subcontractor Services in accordance with all relevant legislation and regulations (whether existing at the Effective Date of these Program Terms or coming into force afterwards but prior to termination or expiration of these Program Terms) including all applicable equal employment opportunity and employment discrimination laws (including, in the United States, the National Labor Relations Act, the Americans With Disabilities Act, etc.), overtime laws, tax laws, immigration laws, workers' compensation laws, occupational safety and health laws, and unemployment insurance laws. Subcontractor shall obtain all licenses and consents necessary for its performance and shall maintain them during the term of the Agreement. Subcontractor shall comply with, and shall oblige its employees and permitted subcontractors in providing the Subcontractor Services to comply with each Customer's health, safety and security rules and procedures in the performance of its obligations.
- 3.8.4. **Participant Requirements.** Participant acknowledges that ServiceNow offers representations to Customers regarding the security of services that may involve contact with Customer data. Participant must comply with the Qualification Requirements at all times to act as Subcontractor. Upon ServiceNow's written request, Participant shall promptly provide evidence of Participant's compliance with the Qualification Requirements.

- 3.9. **Representations and Warranties.**
- 3.9.1. **Subcontractor Services.** Subcontractor warrants that the Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and the material requirements set forth in the Work Order. Prime shall notify Subcontractor in writing of any breach of the foregoing within thirty (30) days after performance of the non-conforming Services. Upon receipt of such notice, Subcontractor, at its option, shall either use commercially reasonable efforts to re-perform the Services in conformance with these warranty requirements or shall terminate the affected Professional Services and refund to Prime any amounts paid for the nonconforming Services. The foregoing sets forth Prime's sole and exclusive rights and remedies (and Subcontractor's sole liability) in connection with this warranty.
- 3.9.2. **Rights and Authority.** Subcontractor represent and warrants to Prime that Subcontractor has all necessary rights and authority to grant to Prime the rights in the Subcontractor Services and Deliverables provided in these Program Terms. Prime represent and warrants to Subcontractor that Prime has all necessary rights and authority to grant to Subcontractor the rights in the Project Materials provided in these Program Terms.
- 3.9.3. **Disclaimer.** EXCEPT FOR THOSE WARRANTIES EXPRESSLY STATED IN THIS SECTION 3, THE SERVICES PROVIDED HEREUNDER AND ANY ACCOMPANYING DELIVERABLES ARE PROVIDED "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUBCONTRACTOR SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DELIVERABLES, WILL MEET THE REQUIREMENTS OF CLIENTS OR OTHERS, OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. SUBCONTRACTOR WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF SERVICES OR PRODUCTS PROVIDED TO CLIENTS BY A THIRD PARTY THAT SUBCONTRACTOR IDENTIFIED OR REFERRED TO CLIENT THAT SUBCONTRACTOR DID NOT INCORPORATE INTO THE DELIVERABLES.
- 3.10. **Third-Party Claims.**
- 3.10.1. **Subcontractor's Obligation.** Subject to and in accordance with Section 9 (*Third-Party Claims*) of the Agreement, Subcontractor shall: (a) defend Prime against any Claim to the extent caused by: (i) sale, creation or use (including by a Customer) of a Deliverable (other than components thereof provided or required by Prime) infringing any valid patent, copyright, or trademark of a third party that is issued or registered in the United States, Canada, Australia, the European Union or Switzerland; (ii) negligence of Subcontractor that results in bodily injury or death or damage to real or tangible personal property; (iii) breach by Subcontractor of Section 12 (*Proper Conduct*) of the Agreement; or (iv) unpaid employee wages, compensation, awards, group insurance or other employment benefits by Subcontractor to its employees, agents and contractors, any challenge of Subcontractor's right to dismiss its personnel, and any allegation that any employee, agent and contractor of Subcontractor is entitled to participate in or receive benefits under any Prime employee benefit plan, program or policy, or is in any way an employee of Prime; and (b) pay any court-ordered award of damages, or settlement amount and reasonable attorney fees, to the extent caused by such Claim. Subcontractor's obligations under this Section 3.10.1 are subject to the conditions and limitations of Section 9 (*Third-Party Claims*) of the Agreement.
- 3.10.2. **Prime's Obligation.** Subject to and in accordance with Section 9 (*Third-Party Claims*) of the Agreement, Prime shall: (a) defend Subcontractor against any Claim to the extent caused by: (i) sale, creation or use (including by a Customer) of Project Materials (or any components of a Deliverable that were provided or required by Prime) infringing any valid patent, copyright, or trademark of a third party that is issued or registered in the United States, Canada, Australia, the European Union or Switzerland; (ii) negligence of Prime that results in bodily injury or death or damage to real or tangible personal property; or (iii) breach by Prime of Section 12 (*Proper Conduct*) of the Agreement; and (b) pay any court-ordered award of damages, or settlement amount and reasonable attorney fees, to the extent caused by such Claim. Prime's obligations under this Section 3.10.2 are subject to the conditions and limitations of Section 9 (*Third-Party Claims*) of the Agreement.
- 3.10.3. **Mitigation.** Subject to and in accordance with Section 9 (*Third-Party Claims*) of the Agreement and notwithstanding any provision herein to the contrary, if any materials provided by ServiceNow (including Deliverables, Prime Materials (where ServiceNow is Prime), the ServiceNow Core Technology, or any combination thereof), becomes or, in ServiceNow's determination, is likely to become the subject of a Claim of infringement or misappropriation, then ServiceNow may immediately terminate the associated Work Order or these Program Terms upon notice to Participant without liability and revoke Participant's right to use any materials at issue in the Claim.

**PROGRAM TERMS
FOR THE PARTNERNOW AUTHORIZED TRAINING PARTNER PROGRAM**

This Appendix 3 is attached to and made a part of the PartnerNow Master Agreement between Participant and ServiceNow.

As used in this Appendix 3, “**Program**” shall mean the Authorized Training Partner Program; “**Guide**” shall mean the then-current Authorized Training Partner Program Guide, as updated from time to time by ServiceNow and posted on the Partner Portal; and “**Program Terms**” shall mean the terms and conditions set forth in this Appendix 3.

These Program Terms shall apply if and when Participant is appointed to the Program as evidenced by an Appointment Confirmation from ServiceNow.

1. DEFINITIONS. Capitalized terms not defined in these Program Terms shall have the meanings ascribed to them in the Agreement.

1.1. “**Authorized Training**” means training services provided or sold by Participant to ServiceNow Customers under these Program Terms to: (a) deliver knowledge, learning, or training that assists the Customer with the use, implementation, configuration, or customization of ServiceNow product or service purchased by the Customer utilizing the courseware provided by ServiceNow ascribed to that course.

1.2. “**Certified Instructor**” means an individual who has passed a ServiceNow certification exam and meets the minimum requirements for verification of instructor skills and other requirements described in the Guide and its attached and referenced documents.

1.3. “**Course**” means a training course provided by Participant instructing third parties on the use of ServiceNow products and services, as more fully described in the Guide.

1.4. “**Courseware**” means the program documents, training instructions, e-books, courseware, presentations and other materials made available by ServiceNow to Participant as described in the Guide, in any format including printed or electronic format.

1.5. “**Guide**” means the Authorized Training Partner Program Guide, together with its attached and referenced documents, as updated from time to time and posted on the Partner Portal or delivered to Participant.

2. APPOINTMENT

2.1. **Appointment.** Upon Participant’s receipt of an Appointment Confirmation from ServiceNow accepting Participant into the Program and payment of all applicable fees, Participant is appointed to the Program and these Program Terms are effective between the parties until these Program Terms or the Agreement expire or are terminated. The rights and responsibilities of Participant with regard to the Program are more fully described in the Guide, which is incorporated into these Program Terms by reference.

2.2. **Competition.** ServiceNow Training and Certification Organization publishes and maintains a public schedule of classes across the ServiceNow curriculum portfolio available worldwide. Participant agrees to subcontract to ServiceNow for training delivery on the public training schedule offered by ServiceNow and not to publish a separate public schedule of classes offered by Participant in competition with ServiceNow. ServiceNow Training and Certification Organization also offers private and custom training. Participant may be requested to deliver private and custom training on a subcontract basis. To the maximum extent permitted by law, Participant agrees not to distribute, sell, resell, promote, advertise, or market the ServiceNow Authorized Training Services in competition with ServiceNow without the express prior written consent of ServiceNow.

2.3. **Territory.** Participant may provide Courses only in the Territory. To the maximum extent permitted by law, Participant agrees not to distribute, sell, resell, promote, advertise or market Courses outside the Territory without the express prior written consent of ServiceNow.

2.4. **Term and Termination.** These Program Terms are effective for a term commencing as of the Appointment Effective Date and expiring or terminating in accordance with Section 3 (*Term and Termination*) of the Agreement. The following provisions of these Program Terms shall survive the expiration or termination of the Program Terms for any reason: Section 3.2 (*Ownership*).

2.5. **Certified Instructors.** A Certified Instructor may, in person or by electronic media, deliver Courses only for ServiceNow products, services and versions for which they have passed a ServiceNow certification exam evidenced by an electronic score report issued by the exam provider or the printed report received from the ServiceNow-designated exam provider at the time the exam was passed. Additional requirements may apply to deliver Courses regarding particular products, services and versions, as described in the Guide and its attached and referenced documents. Participant shall: (a) employ at least one (1) Certified Instructor at all times; and (b) promptly notify ServiceNow in the event of any change in available staffing of Certified Instructors.

2.6. **Reporting.** As described in the Guide and its attached and referenced documents, Participant shall deliver to ServiceNow a report in substantially the form and format specified in the Guide that includes total attendance for Courses delivered, the student evaluations collected by Participant since delivery of the previous report, and other pertinent information as requested.

2.7. **Materials and Setup.** A Certified Instructor that is certified for a particular product or service version must deliver each Course using the Courseware provided by ServiceNow ascribed to that Course. Courses must comply with the training setup instructions referenced in the Guide. Courses shall be provided in Participant’s facilities except as approved by ServiceNow in writing.

2.8. **Quality Review.** Participant shall require all students of each Course to complete evaluations using a form provided by ServiceNow, and shall ensure that an evaluation is received from at least eighty-five percent (85%) of the students of each Course. Participant shall deliver such reports to ServiceNow upon ServiceNow’s written request, and in the reports provided to ServiceNow

described in Section 2.5 (*Reporting*) above. The specific contents of evaluations shall be treated as the Confidential Information of Participant; however, the parties agree that ServiceNow may collect, use and disclose quantitative data derived from the student evaluations for benchmarking, analytics, marketing and other business purposes. All data so collected, used and disclosed shall be in aggregate form only and shall not identify individual students except as approved by the student and Participant, and the parties shall work together to create mutually acceptable marketing materials, to the extent any are created, that use data collected from student evaluations. Participant shall permit ServiceNow to attend any Course free of charge for any purpose, including reviewing the quality of the Course, instruction facilities, instructor preparation and the quality of instruction.

3. INTELLECTUAL PROPERTY

3.1. **License to Courseware.** ServiceNow grants to Participant a limited, personal, royalty-free, revocable, non-sublicensable, non-transferable, non-exclusive, worldwide license, under ServiceNow's applicable copyrights in the Courseware, to: (a) incorporate the Courseware (without modification) into other works, subject to approval of ServiceNow; and (b) use, distribute, reproduce, publicly display and publicly perform the Courseware (without modification) in the form, format and number provided by ServiceNow (or ServiceNow's authorized vendor, as identified in the Guide) solely to permit Participant to teach Courses and to distribute Courseware to students of a Course conducted by Participant.

3.2. **Ownership.** The parties agree that ServiceNow owns and shall retain ownership of all Intellectual Property Rights to Courseware.

**PROGRAM TERMS
FOR THE PARTNERNOW TECHNOLOGY PARTNER PROGRAM**

This Appendix 4 is attached to and made a part of the PartnerNow Master Agreement between Participant and ServiceNow.

As used in this Appendix 4, “**Program**” shall mean the Technology Partner Program; “**Guide**” shall mean the then-current Technology Partner Program Guide, as updated from time to time by ServiceNow and posted on the Partner Portal; and “**Program Terms**” shall mean the terms and conditions set forth in this Appendix 4.

These Program Terms shall apply if and when Participant is appointed to the Program as evidenced by an Appointment Confirmation from ServiceNow.

1. DEFINITIONS

1.1. “**Certified App**” means a Partner Application (as defined in the Agreement), including any update thereto, in the form certified by ServiceNow in accordance with Section 3 (*Certification and Placement on Store*) below.

1.2. “**Qualifying Partner App**” means any Partner Application (other than a Certified App) used in connection with the Subscription Service that: (a) is substantially derived from a Certified App; (b) is marketed under a product name or designation that is the same as or similar to that used for a Certified App or is marketed as a substitute or replacement for a Certified App; or (c) it performs substantially the same function as a Certified App and includes material elements of the Certified App.

1.3. “**Revenue Share Amount**” means the amount that Participant owes ServiceNow on any Partner Application transaction as outlined in these Program Terms and the Revenue Share Schedule.

1.4. “**Revenue Share Schedule**” means the most current Revenue Share Schedule posted on the Partner Portal, as updated from time to time by ServiceNow.

1.5. “**Store**” means the ServiceNow Store and its related and successor websites that permit Participant to post Certified Apps for distribution to Customers and others. Store does not include the ServiceNow Share website, an online resource for the free sharing of software to be hosted on the ServiceNow platform among all ServiceNow customers and partners.

1.6. “**Store Fees**” means fees charged by a Transaction Vendor in connection with a sale of a Certified App through the Store, the latest of which are described in the Revenue Share Schedule.

1.7. “**Transaction Vendor**” means a transaction services vendor chosen by ServiceNow and designated to Participant in the Guide.

1.8. “**Website Terms of Use**” means the standard terms of use posted on ServiceNow websites such as Store, including any referenced user code of conduct and privacy policy.

2. APPOINTMENT

2.1. **Appointment.** Upon Participant’s receipt of an Appointment Confirmation from ServiceNow accepting Participant into the Program and payment of all applicable fees, Participant is appointed to the Program and these Program Terms are effective between the parties until these Program Terms or the Agreement expire or are terminated. The rights and responsibilities of Participant with regard to the Program are more fully described in the Guide, which is incorporated into these Program Terms by reference.

2.2. **Program Description and Scope.** The Program includes services and licenses that permit Participant to develop Partner Applications for use with the Subscription Service, submit those Partner Applications to ServiceNow for certification, and distribute Certified Apps through the Store, all subject to and in accordance with the terms of the Agreement, these Program Terms and the applicable Guide. Distribution under these Program Terms is limited to Certified Apps. Distribution opportunities for uncertified Partner Applications may be available under other PartnerNow Programs, including the Services Partner Program. Participant’s use of the Store is also governed by the Website Terms of Use. Participant is solely responsible for its Partner Applications. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, SERVICENOW SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT TO ANY CONTENT, DEVELOPMENT, TESTING, OPERATION, PERFORMANCE, SECURITY, SUPPORT, OR MAINTENANCE OF ANY PARTNER APPLICATION(S), INCLUDING ANY CERTIFIED APP(S).

2.3. **Limitation to Application Development and Services.** These Program Terms do not authorize Participant to provide services to Customers for the implementation, customization or configuration of the Subscription Service. Such authorization may be available to Participant under the Services Partner Program described in the applicable Program Terms.

2.4. **Term and Termination.** These Program Terms are effective for a term commencing as of the Appointment Effective Date and expiring or terminating in accordance with Section 3 (*Term and Termination*) of the Agreement. Upon expiration or termination of these Program Terms for any reason, all licenses granted to Participant hereunder shall immediately terminate, provided, however, that if these Program Terms expire, or are terminated by ServiceNow without cause, then the license grants of Section 4.1 (*Distribution*) below shall survive for up to one (1) year thereafter solely as necessary for Participant to maintain, support and render Certified Apps used by a Customer for the remainder of that Customer’s then-current Certified App subscription term for which Participant authorized the Customer to use the Certified App pursuant to Section 4 (*License Rights and Restrictions*) below prior to the effective date of such termination or expiration. No liability of either party arising before expiration or termination of these Program Terms, including liability for payments due, shall be affected by its expiration or termination. Sections 1 (*Definitions*), this 2.4 (*Term and Termination*), 4.3 (*Exclusive Sale on Store*), 4.4 (*License to ServiceNow*) (solely for the purpose of supporting Customers that already had a Partner Application prior to the termination

effective date of these Program Terms and solely for the duration of such app's then-current subscription term), 4.5 (*End Customer License*), 5 (*Support and Maintenance*), 7.2 (*Compatibility and Compliance*), and 7.3 (*Security Review*) (so long as Participant exercises post-termination license rights under this Section 2.4) shall survive expiration or termination of these Program Terms for any reason.

3. CERTIFICATION AND PLACEMENT ON STORE

3.1. **Preparation.** In accordance with the Agreement and Section 4 (*License Rights and Restrictions*) below, Participant may use the Partner Instance(s), and APIs to develop Partner Applications, which Participant may submit to ServiceNow for certification in accordance with this Section 3. Participant agrees that it will not submit a Partner Application for certification or re-certification unless and until Participant: (a) has successfully tested the Partner Application to ensure it is properly functioning and compliant with the Agreement and these Program Terms; (b) modified the Partner Application to correct any failures previously identified and communicated by ServiceNow to Participant; and (c) has certified that the Partner Application does not include any Restricted Open Source Software. Any material change to a Certified App or additional functionality proposed to be added to a Certified App (e.g., upgrades or new versions), must be separately approved and be treated as a new Partner Application that has to be separately certified. **"Restricted Open Source Software"** means Open Source Software that requires as a condition of use, modification, creation of derivative works, hosting, or distribution of the Open Source Software that any other software used or developed with, linked to, incorporating, incorporated into, derived from, or distributed with such Open Source Software: (1) be disclosed or distributed in source code form; (2) be licensed for the purpose of making derivative works; (3) be redistributed, hosted or otherwise made available at no or minimal charge; or (4) be licensed, sold or otherwise made available on terms that: (A) limit in any manner the ability to charge license fees or otherwise seek compensation in connection with marketing, licensing, distribution, or use of such software or other software; or (B) grant the right to decompile, disassemble, reverse engineer or otherwise derive the source code or underlying structure of such software or other software.

3.2. **Request.** Participant may request that a Partner Application receive certification from ServiceNow. ServiceNow's non-exhaustive criteria for successful certification (including compatibility, the Pricing Meter as described in Section 3.3 below, and other requirements) shall be as specified in the Guide at the time a request for certification is made. Once submitted, ServiceNow shall notify Participant whether the Partner Application is certified as a Certified App and if not, the reasons for the rejection. No Partner Application will be deemed a Certified App until such time as ServiceNow notifies the Participant in writing that the Partner Application is approved as a Certified App. Upon receipt of a notice that a particular Partner Application has been certified as a Certified App, Participant may use the certification mark designated by ServiceNow to indicate certification of that particular Certified App, subject to the trademark license terms set forth in the Agreement.

3.3. **Pricing Meter Review.** In addition to compatibility requirements, Participant must submit as part of its certification request the meter by which it will price the resulting Certified App for Customer purchase (the **"Pricing Meter"**). Examples of a Pricing Meter may include pricing that is calculated by the number of users, devices monitored, accessible nodes, transactions on the Subscription Service, stored files, or other measures. Once approved for certification, the Pricing Meter applicable to the resulting Certified App may not be modified by Participant for any customer, subscription, transaction, or any other purpose, except with the express prior written approval of ServiceNow. Participant agrees not to add functionality (including any connection to an outside service) or create any customization to the Certified App that distorts, evades, or otherwise circumvents its Pricing Meter or Revenue Share amounts due to ServiceNow. In the event that Participant does not select a Pricing Meter already contemplated in Section 6 (*Financial Matters*) below, then the parties agree to use reasonable efforts to agree to a Pricing Meter and associated Revenue Share amounts applicable to subscriptions to the Certified App.

3.4. **Branding.** Solely Partner Applications that were certified as described herein, in the form in which they are offered to customers on Store, may be advertised or sold as Certified Apps. Participant shall not advertise or represent that any application, Update Set, functionality, customization, or professional service (including as a participant in the Services Partner Program) for use with the Subscription Service but not sold on Store is "certified," nor that it is identical to, similar to, or contains equivalent functionality to, a Certified App of Participant.

3.5. **Updates.** A Certified App that is modified shall no longer be deemed a Certified App until such time as it is re-certified pursuant to Section 3.2 above. If Participant wishes to deploy an update to a Certified App, including any error correction or other maintenance release, the updated application must be submitted for certification in accordance with Section 3.2 above before it may be distributed as a Certified App under Section 4.1 (*Distribution*) below. Additional procedures and permissions for distributing updates to Certified Apps and performing customizations for particular Customers may be specified in the Guide.

3.6. **Revocation.** ServiceNow may revoke certification of a Certified App upon ten (10) days' notice to Participant if it determines, in its reasonable discretion, that the Certified App does not meet the then-current requirements for certification or if Participant breaches or has breached any of its representations, warranties or other obligations under these Program Terms. Immediately upon such revocation, Participant may no longer distribute the former Certified App under the provisions of these Program Terms and must stop using certification marks of ServiceNow in connection with such Partner Application or otherwise referring to such Partner Application as "certified" by ServiceNow. The revocation of certification shall not affect any then-current Customer subscriptions to the Certified App (or renewals thereof).

3.7. **Placement on Store.** Participant may submit a request through the Partner Portal to place a Certified App on the Store for distribution in accordance with the license of Section 4.1 (*Distribution*). Notwithstanding any other provision of this Appendix 4, ServiceNow may refuse to permit a Certified App on the Store for any reason or no reason. The Partner Portal may include functionality that permits Participant to include, with the listing of its Certified App on the Store, branding, product description and other collateral. This functionality is subject to change without notice.

3.8. **Removal from Store.** Participant may withdraw a Certified App from the Store at any time; however, Customer(s) that already have access to such Certified App may continue to use the Certified App for the remainder of the Customer's then-current subscription term for the Certified App, up to any limitation provided in these Program Terms and provided that the Customer has all the subscription rights needed to operate the Certified App from ServiceNow.

4. LICENSE RIGHTS AND RESTRICTIONS

4.1. **Distribution.** Subject to the terms and conditions of the Agreement and the Program Terms of this Appendix 4, ServiceNow grants to Participant a limited, worldwide (subject to the export compliance requirements set forth in the Agreement), royalty-free, personal, revocable, non-sublicensable, non-transferable, non-exclusive right and license to: (a) market, promote and distribute access to the Certified App to Customers solely through the Store and solely for use in connection with each Customer's authorized use of the Subscription Service; (b) solely as necessary to exercise the distribution rights set forth in the preceding clause (c) use its Partner Instance(s) to generate Update Sets for backup and archive purposes; (d) use its Partner Instance(s), Ancillary Software and APIs to provide support and maintenance to Customers as required under Section 5 (*Support and Maintenance*) below solely with respect to Certified Apps made generally available to Customers; and (e) reproduce and distribute Participant Technology that includes the invocation of External APIs licensed under Section 4.4 of the Agreement (*APIs*).

4.2. **Permitted Production Uses.** A Certified App, distributed to a Customer in accordance with Section 4.1 (*Distribution*) above, may be used by the purchasing Customer in a production environment with confidential, production data, notwithstanding the prohibitions of Section 4.7 (*Certain Limitations*) of the Agreement.

4.3. **Exclusive Sale on Store.** Participant agrees that the sole distribution rights available for Certified Apps are as provided in Section 4.1. Except as expressly provided in Section 4.1 (*Distribution*), there are no licenses or other rights granted under this Appendix 4 to Participant to: (a) distribute copies of, or provide access to, or use any ServiceNow Technology, including Subscription Service, any Certified App or any other Partner Application, Development Tool or API; (b) use ServiceNow Technology to provide services to others including services of implementation, customization or configuration of the Subscription Service; or (c) use or permit others to use ServiceNow Technology in a production environment or with confidential or production data. Without limiting the foregoing, Participant shall not distribute to Customers a copy of, or access to, a Certified App in any manner other than through the Store (including without limitation Share or by creating an Update Set of the Certified App and deploying it to a Customer's instance). In addition, Participant may not sell rights, nor grant access (including in any automated fashion) to the Certified App by any means except using the Store transaction process and using the Pricing Meter reviewed by ServiceNow for certification of the Certified App. In the event that Participant violates the foregoing sentence, Participant shall owe the Revenue Share Amount for such additional rights or access in addition to any other remedies that may be available to ServiceNow under this Agreement.

4.4. **License to ServiceNow.** To the extent that a Certified App or any other Partner Application provided by Participant to Customers is subject to any Intellectual Property Rights of Participant or third parties, Participant grants to ServiceNow a transferable, sub-licensable, non-exclusive, irrevocable, fully-paid, royalty-free worldwide license under such Intellectual Property Rights to reproduce, distribute, create derivative works of, publicly perform, publicly display and otherwise modify, transmit, make, have made, sell, offer for sale, import, export, lease, rent or use in any manner: (a) the Partner Application (including its documentation and implementation tools) or other material solely for the purpose of making such Partner Application available for distribution by Participant through the Store (if Participant has so requested), hosting the Partner Application for use by Customers authorized by Participant to use the Partner Application, and providing support to such authorized users; and (b) the documentation and marketing materials pertaining to such Partner Application solely for the purpose of marketing and promoting the Partner Application. ServiceNow may reference Participant as a member of the Program and may feature any Certified App on its website and related promotional materials.

4.5. **End Customer License.** ServiceNow shall make Certified Apps available to Customers through the Store under the default terms set forth in the Guide unless Participant submits alternative terms using functionality provided in the Store. ServiceNow assumes no responsibility for reviewing any posted terms, and reserves the right to remove terms that do not comply with the Agreement. Participant shall ensure and hereby warrants that the terms and conditions (other than the ServiceNow default terms) under which it offers any Partner Applications under any circumstances will not: (a) include any representations or warranties regarding ServiceNow or its products or services, including the Subscription Service; (b) purport to bind or impose warranty or other obligations on ServiceNow in any way; (c) purport to grant rights to Customers to use the Subscription Service, including in a manner that exceeds the use authorized by ServiceNow, for example, by purporting to expand the rights of certain classes of users (e.g., "Fulfiller" or "Requester") as specified by ServiceNow; or (d) otherwise conflict with these Program Terms, the Agreement, the Guide or the ServiceNow Website Terms of Use.

5. SUPPORT AND MAINTENANCE

5.1. **Minimum Requirements.** Participant shall provide reasonable support and maintenance for any Certified App to Customers at no additional charge, which at a minimum shall include: (a) providing telephone, web-based and/or email support to Customers who have purchased access to Certified Apps, which support shall be available at least during normal weekday business hours for the time zones in which Participant is domiciled; (b) providing maintenance releases to Customers, subject to and in accordance with the other provisions of this Section 5, to correct reproducible material errors in the Certified App, including any error that causes the Certified App to no longer meet then-current requirements for certification; (c) providing to Customers one (1) support contact to an email alias (e.g., support@partner.com); (d) maintaining on the Partner Portal one (1) current email address to which ServiceNow may direct second-tier support inquiries regarding Certified Apps; and (e) any other support services or requirements (including response times and effort levels) specified in the Guide. Participant may not charge Customers additional fees for maintenance or support services; all such charges must be built into the basic subscription price charged to the Customer on an annual basis (or such other time period as specified in the Guide).

Support services do not include (and nothing in these Program Terms authorizes Participant to provide) implementation, customization or configuration services.

6. FINANCIAL MATTERS

6.1. **Certified App Subscription Terms.** Certified Apps offered through the Store shall be available solely on either: (a) a free or paid subscription basis for renewable terms whose duration shall be at least one (1) year (or such other time period specified in the Guide) regardless of the time remaining for the applicable Customer's subscription to the Subscription Service; or (b) a no-cost evaluation basis, pursuant to which the Customer may use the Certified App for a limited trial period of thirty (30) days (or such other period as specified in the Guide) without charge or obligation to purchase. Notwithstanding anything to the contrary in this Section 6.1, subsection (a) above, additional licenses to the same Certified App which a Customer has already licensed may be made coterminous with the original license to that same Certified App.

6.2. **Independent Pricing.** Participant shall set its own pricing for each Certified App offered through the Store in accordance with one or more of the pricing models described in the Guide. In a manner consistent with the Guide, Participant may modify its Store pricing for any Certified App at any time, with such modifications taking effect solely for new subscriptions or, upon reasonable notice to Customers, for renewals of new or existing subscriptions.

6.3. **Revenue Share.** Participant shall owe ServiceNow the Revenue Share Amount for all transactions that license a Certified App or Qualifying Partner App for a fee, regardless of whether its distribution occurred through the Store, whether such transaction was permitted hereunder, or whether Participant or ServiceNow actually collects payment from the Customer. If Participant distributes to a Customer a Certified App or Qualifying Partner App that includes Participant's proprietary modification of an existing ServiceNow application, such Customer must have separately purchased from ServiceNow access to the Subscription Service and the preexisting ServiceNow application on which the Certified App or Qualifying Partner App is based. For the avoidance of doubt, in the event that Participant distributes a Certified App or Qualifying Partner App for which it elected to use the paid subscription model (as described in Section 6.1 (*Certified App Subscription Terms*) above) to a Customer at no charge, ServiceNow is entitled to its Revenue Share Amount on the sale of such Certified App based on its normal list price in accordance with the Revenue Share Schedule as if the transaction had been for a fee. Upon ServiceNow's request, Participant shall provide to ServiceNow documentation evidencing the appropriate billings to use to calculate the Revenue Share Amount.

6.3.1. **ServiceNow Collects Payment.** For all transactions of the Certified App for which ServiceNow or the Transaction Vendor collects payment from the Customer, regardless of payment method, ServiceNow (or the Transaction Vendor as the case may be) shall: (a) pay such fees to Participant within thirty (30) days after collection, less in all cases deductions of Revenue Share Amount or other amounts owed by Participant under this Agreement, such as Store Fees (if any), all exclusive of any Taxes; and (b) collect from Customers and remit to the applicable authorities any sales or similar Taxes resulting from sales of Certified Apps. If a Customer pays by credit card, the amount paid to the Participant will be reduced by the Store Fees described in the Revenue Share Schedule. ServiceNow's (or the Transaction Vendor as the case may be) payments to Participant are determined based on the amount that ServiceNow or Transaction Vendor actually collects from Participant's customers.

6.3.2. **Participant Collects Payment.** Where Participant collects payment for the Certified App or Qualifying Partner App from the Customer, Participant shall provide a report and pay to ServiceNow the Revenue Share Amount without deductions of any kind within thirty (30) days after any transaction in which Participant licenses or otherwise provides use of or access to a Certified App or Qualified Partner App, such report to include documentation evidencing the total amount charged and the volume, according to the applicable license metric for such licensing or other use or access.

7. RENEWAL AND REMOVAL.

7.1. **Free Certified App Renewal.** Certified Apps or Qualifying Partner Apps distributed to Customers via the free model described in these Program Terms are renewed automatically unless the notification and removal process outlined in this Section 7 is followed prior to the anniversary of the app's subscription term.

7.2. **Paid Certified App Renewal.** Certified Apps or Qualifying Partner Apps distributed to Customers via the paid model described in these Program Terms are renewed automatically unless the notification and removal process outlined in this Section 7 is followed prior to the anniversary of the app's subscription term. Participant shall ensure that Customers have renewed their subscription to the Certified App (or Qualifying Partner App) prior to the end of the app's subscription term or confirm that Customer is not renewing per the removal process outlined below in this Section 7.

7.3. **Removal from Customer Instance.** In the event that Participant needs to remove its Certified App or Qualifying Partner App from a Customer's instance of the Subscription Service, Participant must provide both ServiceNow and Customer thirty (30) days' prior written notice of such removal. If upon expiration of such period the Customer has not removed the Certified App or Qualifying Partner App from its instance of the Subscription Service, then not later than within sixty (60) days of the prior written notice of such removal, ServiceNow will remove the Certified App or Qualifying Partner App from the Customer's instance provided that Customer has acknowledged to ServiceNow receipt of the notice and the Customer does not dispute the removal of the Certified App or Qualifying Partner App. If removal of a Certified App or Qualifying App is disputed, it is Participant's responsibility to resolve the matter with the Customer, not ServiceNow's, and ServiceNow shall have no obligation to remove the Certified App or Qualifying Partner App until the conditions described in this Section 7.3 are satisfied.

8. **TRANSACTION VENDOR.** Transactions managed in the Store may utilize the services of a Transaction Vendor. In that case, Participant may be required to establish an account with the Transaction Vendor as a condition to listing a Certified App on the Store, pursuant to a separate agreement with the Transaction Vendor. The Transaction Vendor may charge Participant Store Fees for its

services, which the Transaction Vendor may deduct from the sales proceeds to be remitted to Participant. The latest known Store Fees are listed in the Revenue Share Schedule. The Transaction Vendor may share Store Fees with ServiceNow, and such shared fees are not refundable by ServiceNow under any circumstances. If Participant establishes an account with the Transaction Vendor, Participant acknowledges and agrees that the Transaction Vendor (not ServiceNow) is solely responsible for all aspects of Certified App sales transactions through the Store, including payment and refund processing, taxes and the transfer of funds to Participant.

9. TAXES. In addition to the tax provisions in the Agreement, and to the extent required by law: (a) ServiceNow (or its regional affiliate) shall issue a valid tax invoice in its own name to Customers and collect any applicable sales or value added taxes resulting from the sales of Certified Apps or Qualifying Partner Apps and remit those taxes to the tax authorities; and (b) Participant shall be treated as making corresponding supplies to ServiceNow (or its regional affiliate) for VAT purposes only. ServiceNow (or its regional affiliate) shall account for the applicable amount of VAT in respect of such deemed supplies. The parties agree that ServiceNow (or its regional affiliate) is entitled to prepare self-billed VAT invoices on behalf of Participant in respect to its deemed supplies to ServiceNow (or its regional affiliate), and Participant will not raise any tax invoices without the prior consent of ServiceNow.

10. CUSTOMER PROTECTION

10.1. Ratings and Reviews. ServiceNow may provide opportunities for end users to comment on or rate Certified Apps offered through the Store or other ServiceNow facilities. Participant shall provide any such comments and ratings in good faith in accordance with the ServiceNow Website Terms of Use and shall not take any actions to manipulate or undermine the system used to solicit such comments or ratings, including leaving negative comments with respect to another provider's application or product for any untruthful or malicious reason. If Participant comments on or rates its own Certified App, then Participant shall expressly identify itself as the provider of that Certified App. If Participant comments on or rates an application competitive with a Certified App, Participant shall expressly identify itself as the provider of a competitive application. ServiceNow reserves the right, in its sole discretion, to remove any comments or ratings deemed inconsistent with the activities permitted in this Agreement or otherwise in violation of the ServiceNow Website Terms of Use.

10.2. Compatibility and Compliance. ServiceNow may disable any Certified App or any other Partner Application (however developed) from a Customer's Subscription Service if: (a) Participant breaches any representation, warranty or other obligation in the Agreement or these Program Terms; or (b) ServiceNow otherwise reasonably determines that the Partner Application is not compatible with the Subscription Service, does not function in accordance with its documentation, causes the Subscription Service to malfunction, causes or permits any party to violate a law or regulation, poses a security risk to ServiceNow or others, requires ServiceNow to expend resources to resolve issues caused by the Partner Application, or causes or permits a Customer to violate agreements with ServiceNow (including by using the Subscription Service beyond the manner and scope authorized by ServiceNow).

10.3. Security Review. ServiceNow may conduct a security review (directly or using a third-party provider) of any Partner Application submitted for certification or distribution through the Store. If the Partner Application, when deployed, communicates with computing resources designated by Participant that are not under the control of ServiceNow, then the security review may include remote application-level security and network-level testing of those resources, including a vulnerability threat assessment. ServiceNow shall provide reasonable notice to Participant before conducting such testing and shall cooperate with Participant to minimize the effects of such testing on Participant's business and operations; provided, however, that neither ServiceNow nor its third-party provider shall have any liability for any adverse effects of such testing. The results of any such testing shall be treated as the Confidential Information of Participant except as necessary to describe the security risks found to a Customer using the reviewed Partner Application.

**PROGRAM TERMS
FOR THE PARTNERNOW SERVICE PROVIDER PARTNER PROGRAM**

This Appendix 5 is attached to and made a part of the PartnerNow Master Agreement between Participant and ServiceNow.

As used in this Appendix 5, “**Program**” shall mean the Service Provider Partner Program; “**Guide**” shall mean the then-current Service Provider Partner Program Guide, as updated from time to time by ServiceNow and posted on the Partner Portal, and “**Program Terms**” shall mean the terms and conditions set forth in this Appendix 5.

These Program Terms shall apply if and when Participant is appointed to the Program as evidenced by an Appointment Confirmation from ServiceNow.

1. DEFINITIONS. Capitalized terms used herein shall be defined in the Agreement, in this Section or where first used in these Program Terms.

1.1 “Client” means a third-party individual, corporation or other entity provided access and use rights to Participant’s instance of the Subscription Service by Participant.

1.2 “Deliverable” means anything that is created by or on behalf of ServiceNow for Participant in the performance of ServiceNow Professional Services.

1.3 “Distributor” means a distributor appointed by ServiceNow and permitted to distribute the Subscription Service to Participants providing access and use rights to certain types of Clients, including the U.S. Federal Government or other national, state or local government(s), within a particular Territory.

1.4 “MSP” means managed service provider that is a member of the Program.

1.5 “MSP Instance” means an instance of the Subscription Service that Participant may provide a Client access and use rights to as provided in an Order Form.

1.6 “Newly Created IP” means Intellectual Property Rights in the inventions or works of authorship that are made by ServiceNow specifically for Participant in the course of performing ServiceNow Professional Services for Participant that are expressly identified as “Newly Created IP” in a SOW, excluding ServiceNow Core Technology.

1.7 “Participant Data” means electronic data uploaded by or for Participant or Participant’s Client(s) (including Participant’s and Client’s agents, employees, or contractors), and processed in the Subscription Service, excluding ServiceNow Core Technology.

1.8 “Product Overview” means ServiceNow’s published description of its products and their functionalities, solely to the extent attached to or expressly referenced in an Order Form.

1.9 “Service Description” means the written description for a packaged ServiceNow Professional Service, attached to or referenced in an Order Form.

1.10 “ServiceNow Products” means, collectively, the Subscription Service, Ancillary Software, Documentation and Deliverables.

1.11 “SOW” means a statement of work that describes scoped ServiceNow Professional Services.

1.12 “Subscription Service Guide” means ServiceNow’s support, security, and data privacy terms that govern ServiceNow’s provision of the Subscription Service, together with their attached, referenced and successor documents, as updated from time to time by ServiceNow and posted on the Partner Portal, all of which are expressly deemed incorporated into these Program Terms by this reference.

1.13 “Subscription Term” means the period of authorized access to and use of the Subscription Service, as set forth in an Order Form.

2. Appointment

2.1 Appointment. Upon Participant’s receipt of an Appointment Confirmation from ServiceNow accepting Participant into the Program and payment of all applicable fees, Participant is appointed to the Program and these Program Terms are effective between the parties until these Program Terms expire or are terminated. The rights and responsibilities of Participant with regard to the Program are more fully described in the Guide, which is incorporated into these Program Terms by reference.

2.2 Territory. Participant may provide access and use rights to MSP Instances of the Subscription Service only for Clients in the Territory. To the maximum extent permitted by law, Participant agrees not to sell, promote, advertise, or market MSP Instances of the Subscription Service outside the Territory without the express prior written consent of ServiceNow.

2.3 Term and Termination. These Program Terms are effective for a term commencing as of the Appointment Effective Date and expiring or terminating in accordance with Section 3 (Term and Termination) of the Agreement. The following provisions of these Program Terms shall survive expiration or termination of the Program Terms for any reason: Sections 3.2 (Restrictions), 5 (Limited Subscription Service Warranty) (solely in accordance with its terms) through 12 (General Provisions). Termination of these Program Terms shall have no effect on any SOW or Order Form then in effect, provided that solely with respect to each such SOW or Order Form, the terms and conditions of the Agreement and these Program Terms shall survive until such SOW is completed or such Order Form is terminated or the then-current Subscription Term expires.

2.4 Program Description and Scope. The Program permits Participant to provide Clients access and use rights to an MSP Instance of the Subscription Service. These Program Terms do not permit Participant to purchase the Subscription Service for its internal use or for any other purpose.

3. ACCESS AND USE RIGHTS; RESTRICTIONS

3.1 ACCESS AND USE RIGHTS. For each Subscription Term, ServiceNow grants the access and use rights set forth in this Section 3 for the ServiceNow Products described in that Order Form.

3.1.1. CLIENT ACCESS AND USE THROUGH MANAGED SERVICE PROVIDER. Subject to the terms of the Agreement and these Program Terms, ServiceNow authorizes Participant acting in an MSP capacity for a Client to provide access and use rights to an MSP Instance of the Subscription Service, and not any other instance of the Subscription Service, to any Client that has a legally binding agreement in effect with Participant that: **(a)** permits the Client to use the Subscription Service solely for its internal business purposes (and not for further distribution to any third party) and solely as described in the Agreement and these Program Terms and is consistent in all respects with, and shall not exceed, the rights provided in the Agreement, these Program Terms, and the respective Order Form; **(b)** obligates the Client to comply with the restrictions in Sections 3.2 (Restrictions) and 12.4 (High Risk Activity) of these Program Terms and is at least as protective of ServiceNow as the other provisions in the Agreement and these Program Terms that restrict or condition access to and use of the Subscription Service; **(c)** requires the Client to acknowledge that all Intellectual Property Rights in the Subscription Service and ServiceNow Core Technology are owned exclusively by ServiceNow; and **(d)** expressly identifies ServiceNow as a third-party beneficiary to such agreement.

3.1.2. ANCILLARY SOFTWARE. ServiceNow grants Participant a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 14.4 (Assignment) of the Agreement), non-exclusive, royalty-free license during the Subscription Term to install and execute Ancillary Software on machines operated by or for Participant, solely to facilitate Participant's authorized access to and use of the Subscription Service as a MSP for the benefit of Participant's Client.

3.1.3. MANAGED SERVICE PROVIDER RESPONSIBILITIES. When Participant provides such access and use rights to any Client, **(a)** Participant will be wholly responsible for the acts and omissions of the Client, **(b)** no Client shall have the right to take any legal action against ServiceNow under the Agreement, these Program Terms, or any Order Form hereunder, and **(c)** Participant shall retain sole operational and managerial control over the instance of the Subscription Service without resale, distribution, sublicense or transfer to the Client or other third-party and shall be liable for any claims or damages related to its operation of the MSP Instance.

3.1.4. MANAGED SERVICE PROVIDER INSTANCE. The following terms shall apply to any MSP Instance: **(a)** Participant shall promptly notify ServiceNow if Participant becomes aware of any violation of the terms of the Agreement or these Program Terms by a Client or any agreement between Participant and Client permitting such access and use rights to Client; **(b)** ServiceNow shall treat each Client's data and confidential information as if Client were Participant for the purposes of the terms Participant Data defined herein and Confidential Information defined in the Agreement; **(c)** as a condition of the rights granted in Section 3.1.1 (Client Access and Use Through Managed Service Provider), Participant hereby represents and warrants that it has obtained all rights, consents, and authority necessary to: **(i)** provide the Subscription Service to its Clients; **(ii)** grant the rights provided to ServiceNow in Section 3.3 (Participant Ownership); and **(iii)** collect, process, store, transmit and otherwise use the electronic data uploaded or processed by or for the Client through the Subscription Service; and **(iv)** except as otherwise set forth in an applicable Order Form, Participant shall not use any instance of the Subscription Service obtained under these Program Terms for its own internal business purposes, but shall use such instances solely to provide Client access to and use of the Subscription Service.

3.2 RESTRICTIONS. With respect to the ServiceNow Core Technology, Participant will not (and will not permit others to): **(a)** use it in excess of contractual usage limits (including as set forth in an Order Form), or in a manner that circumvents usage limits or technological access control measures; **(b)** license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties, except as may otherwise be expressly stated in an Order Form or in Section 3.1.1 (Client Access Through Managed Service Provider) above; **(c)** access it for the purpose of developing or operating products or services for third-parties in competition with the ServiceNow Core Technology; **(d)** disassemble, reverse engineer, or decompile it; **(e)** copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in these Program Terms; **(f)** remove or modify a copyright or other proprietary rights notice in it; **(g)** use it to reproduce, distribute, display, transmit, or use material protected by copyright or other Intellectual Property Right (including the rights of publicity) without first obtaining permission of the owner; **(h)** use it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation; or **(i)** access or disable any ServiceNow or third-party data, software, or network (other than Participant's instance of the Subscription Service under these Program Terms). Before Participant engages in any of the foregoing acts that it believes it may be entitled to, it will provide ServiceNow with 30-days' prior notice to legalnotices@servicenow.com, and reasonably requested information to allow ServiceNow to assess Participant's claim. ServiceNow may, in its discretion, provide alternatives that reduce adverse impacts on ServiceNow's Intellectual Property Rights or other rights.

3.3 PARTICIPANT OWNERSHIP. As between the parties, Participant and its licensors will retain all right, title, and interest in and to all Intellectual Property Rights in Participant Data and Participant Technology. Participant hereby grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferrable (except as set forth in Section 14.4 (Assignment) of the Agreement), worldwide, right to use Participant Data and Participant Technology solely to provide and support the ServiceNow Products.

3.4 SERVICENOW PROFESSIONAL SERVICES. Participant and ServiceNow may enter into one or more SOWs or Order Forms subject to the Agreement, and which may incorporate one or more Service Descriptions for the provision of ServiceNow Professional Services. ServiceNow will perform the ServiceNow Professional Services, subject to the fulfillment of any responsibilities and payments due from Participant, as stated in the SOW or the Order Form. Subject to this Section 3.4, ServiceNow assigns (and in

the future is deemed to have assigned) to Participant any Newly Created IP upon payment in full by Participant for the ServiceNow Professional Service under which the Newly Created IP was created. If any ServiceNow Core Technology is incorporated into a Deliverable, ServiceNow grants to Participant a non-exclusive, royalty-free, non-transferable (except as set forth in Section 14.4 (Assignment) of the Agreement), non-sublicensable worldwide license to use the ServiceNow Core Technology incorporated into the Deliverable in connection with the Subscription Service as contemplated under the Agreement during the applicable Subscription Term. Nothing in the Agreement or these Program Terms shall be deemed to restrict or limit ServiceNow's right to perform similar ServiceNow Professional Services for any other party or to assign any employees or subcontractors to perform similar ServiceNow Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing ServiceNow Professional Services.

4. USE VERIFICATION

4.1 USE VERIFICATION. ServiceNow may remotely review Participant's use of the Subscription Service, and on ServiceNow's written request, Participant will provide reasonable assistance to verify Participant's compliance with the Agreement and these Program Terms, and access to and use of the Subscription Service. If ServiceNow determines that Participant has exceeded its permitted access and use rights to the Subscription Service, ServiceNow will notify Participant and within 30 days thereafter Participant shall either: **(a)** disable any unpermitted use, or **(b)** purchase additional subscriptions commensurate with Participant's actual use. If Participant fails to cure or regain compliance under this Section 4.1 (Use Verification), ServiceNow may suspend Participant's use of the Subscription Service or terminate the Agreement, these Program Terms, or an applicable Order Form for breach, in addition to any other available rights and remedies.

5. LIMITED SUBSCRIPTION SERVICE WARRANTY

5.1 LIMITED SUBSCRIPTION SERVICE WARRANTY. ServiceNow warrants that, during the Subscription Term, Participant's production instance of the Subscription Service will materially conform to the Product Overview. To submit a warranty claim under this Section 5.1, Participant will submit a support request to resolve the non-conformity as provided in the Subscription Service Guide. If the non-conformity persists without relief more than 30 days after notice of a warranty claim provided to ServiceNow under this Section 5.1, then Participant may terminate the affected Subscription Service, and ServiceNow will refund to Participant any prepaid subscription fees covering that part of the applicable Subscription Term for the affected Subscription Service remaining after the effective date of termination. Notwithstanding the foregoing, this warranty will not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made or caused by any person other than ServiceNow or a person acting at ServiceNow's direction. **This Section 5.1 sets forth Participant's exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.**

5.2 LIMITED PROFESSIONAL SERVICES WARRANTY. ServiceNow warrants that the ServiceNow Professional Services will be performed in a competent and workmanlike manner, in accordance with accepted industry standards and practices and all material requirements set forth in the SOW or Service Description. Participant will notify ServiceNow of any breach within 30 days after performance of the non-conforming ServiceNow Professional Services. On receipt of such notice, ServiceNow, at its option, will either use commercially reasonable efforts to re-perform the ServiceNow Professional Services in conformance with these warranty requirements or will terminate the affected ServiceNow Professional Services and refund to Participant any amounts paid for the nonconforming ServiceNow Professional Services. **This Section 5.2 sets forth Participant's exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.**

6. ADDITIONAL THIRD-PARTY CLAIMS

6.1 BY SERVICENOW.

6.1.1. SERVICENOW OBLIGATION. Subject to and in accordance with Section 9 (Third-Party Claims) of the Agreement, ServiceNow shall: **(a)** defend Participant and its officers, directors, and employees against any Claim: **(i)** to the extent alleging that any ServiceNow Core Technology accessed or used in accordance with these Program Terms infringes any third-party patent, copyright, or trademark, or misappropriates any third-party trade secret; or **(i)** to the extent alleging that ServiceNow's personnel when onsite at Participant's premises caused death, bodily harm, or damage to tangible personal property due to their negligence or willful misconduct; and **(b)** pay any settlement amount or any court-ordered award of damages to the extent arising from such Claim. ServiceNow's obligations under this Section 6.1.1 are subject to conditions and limitations of Section 9 (Third-Party Claims) of the Agreement and Sections 6.1.2 (Mitigation) and 6.1.3 (Limitations) of these Program Terms. Section 7 (Limited Liability) and Section 8 (Excluded Damages) of these Program Terms shall not apply to liability or damages arising under this Section 6.1.1.

6.1.2. MITIGATION. To the extent any Claim alleges any part of the ServiceNow Core Technology infringes any third-party patent, copyright, or trademark, or misappropriates any third-party trade secret, ServiceNow may: **(a)** contest the Claim; **(b)** obtain permission from the claimant for Participant's continued use of its instance of the Subscription Service or any applicable ServiceNow Core Technology; **(c)** avoid such Claim by replacing or modifying Participant's access to and use of its instance of the Subscription Service or any applicable ServiceNow Core Technology as long as ServiceNow provides a substantially similar Subscription Service; or, if ServiceNow determines the foregoing (a), (b), and (c) are not commercially practicable, then **(d)** terminate Participant's access to and use of the affected Subscription Service on 60-days' prior notice and refund to Participant any prepaid subscription fees covering that part of the applicable Subscription Term for such Subscription Service remaining after the effective date of termination. The terms and conditions of this Section 6.1.2 (Mitigation) shall apply in lieu of the terms and conditions of Section 9.4 (Mitigation) of the Agreement for any Claims that ServiceNow is required to defend under Section 6.1.1 (ServiceNow Obligations) of these Program Terms.

6.1.3. LIMITATIONS. Notwithstanding the above, ServiceNow will have no obligation or liability for any Claim under Section 6.1.1 to the extent arising in whole or in part from: **(a)** any access to or use of any ServiceNow Core Technology not expressly authorized under these Program Terms, to the extent the Claim would have been avoided without such unauthorized access or use; **(b)** Participant Data or Participant Technology; or **(c)** access to or use of the ServiceNow Core Technology: **(i)** in violation of Law; **(ii)** after termination under Section 6.1.2(d); **(iii)** as modified to Participant's specifications or by anyone other than ServiceNow or its contractors, if the Claim would have been avoided but for such modifications; or **(iv)** combined with anything not provided by ServiceNow, if the Claim would have been avoided but for such combination. The terms and conditions of this Section 6.1.3 (Limitations) shall apply in lieu of the terms and conditions of Section 9.5 (Limitations) of the Agreement for any Claims that ServiceNow is required to defend under Section 6.1.1 (ServiceNow Obligations) of these Program Terms.

6.2 PARTICIPANT OBLIGATION. Subject to and in accordance with Section 9 (Third-Party Claims) of the Agreement, Participant will: **(a)** defend ServiceNow and ServiceNow affiliates, and its and their officers, directors, and employees against any Claim to the extent alleging that Participant Data, Participant Technology, Participant's or Client's use of the Subscription Service in violation of the Agreement or these Program Terms, or a modification to any ServiceNow Core Technology made to Participant's or a Client's specifications or otherwise made by or on behalf of Participant by any person other than ServiceNow or a person acting at ServiceNow's direction, infringes any patent, copyright, or trademark, misappropriates any third-party trade secret, or violates any third-party privacy rights; and **(b)** pay any settlement amount or any court-ordered award of damages, under the foregoing subsection (a) to the extent arising from such Claim. Section 7 (Limited Liability) and Section 8 (Excluded Damages) of these Program Terms shall not apply to liability or damages arising under this Section 6.2.

6.3 ENTIRE LIABILITY. This Section 6 states ServiceNow's entire liability and Participant's exclusive remedy for any Claims that ServiceNow is required to defend under Section 6.1.1 (ServiceNow Obligations) of these Program Terms.

7. LIMITED LIABILITY

To the extent permitted by law, each party's total, cumulative liability arising out of or related to the Program and the products and services provided pursuant to it, whether based on contract, tort (including negligence), or any other legal or equitable theory, will be limited in the aggregate for all claims to the amounts paid by Participant for use of the products or provision of the services giving rise to the claim during the 12-month period preceding the first event giving rise to liability. The existence of more than one claim will not enlarge this limit. The foregoing limitation of liability shall not apply to: (a) Participant's obligation to pay for products, services or taxes; (b) a party's obligations in Section 6 (Additional Third-Party Claims) of these Program Terms; and (c) infringement by a party of the other party's Intellectual Property Rights. The terms and conditions in this Section 7 (Limited Liability) are in lieu of those contained in Section 11.2 (Limitations) of the Agreement with respect to products and services provided pursuant to these Program Terms.

8. EXCLUDED DAMAGES

To the extent permitted by law, neither ServiceNow nor Participant will be liable to the other or any third party for lost profits (direct or indirect) or loss of use or data or for any incidental, other consequential, punitive, special, or exemplary damages (including damage to business, reputation, or goodwill), or indirect damages of any type however caused, whether by breach of warranty, breach of contract, in tort (including negligence), or any other legal or equitable cause of action, even if such party has been advised of such damages in advance or if such damages were foreseeable. The foregoing exclusions shall not apply to: (a) payments to a third party arising from a party's obligations under Section 6 (Additional Third-Party Claims) of these Program Terms; and (b) infringement by a party of the other party's Intellectual Property Rights. The terms and conditions in this Section 8 (Excluded Damages) are in lieu of those contained in Section 11.1 (Exclusions) of the Agreement with respect to products and services provided pursuant to these Program Terms.

9. GROSS NEGLIGENCE; WILLFUL MISCONDUCT

As provided by law, nothing herein shall be intended to limit a party's liability in an action in tort, separate and distinct from a cause of action for breach of the Agreement or these Program Terms with respect to products or services provided pursuant to these Program Terms, for the party's gross negligence or willful misconduct.

10. SUBSCRIPTION SERVICE TERM AND TERMINATION

10.1 TERMINATION. Either party may terminate an applicable Order Form or SOW on notice if the other party materially breaches the Agreement, these Program Terms, or an applicable Order Form or SOW for the affected service and does not cure the breach within 30 days after receiving notice of the breach from the non-breaching party. ServiceNow Professional Services are separately ordered from the Subscription Service and are not required for use of the Subscription Service. A breach by a party of its obligations with respect to ServiceNow Professional Services shall not by itself constitute a breach by that party of its obligations with respect to the Subscription Service even if the services are enumerated in the same Order Form.

10.1.1 EFFECT OF TERMINATION OF SUBSCRIPTION SERVICE. On termination or expiration of the Subscription Service being provided under an Order Form, Participant will stop accessing and using, and ServiceNow will stop providing, the Subscription Service and all related rights granted to Participant in these Program Terms will terminate immediately, automatically, and without notice. ServiceNow will, within 30 days after the effective date of termination by Participant for ServiceNow's breach, refund to Participant any prepaid fees received by ServiceNow covering that part of the Subscription Term for the affected Subscription Service, if any, remaining after the effective date of termination. Within 30 days after the effective date of termination by ServiceNow for Participant's

breach, Participant will pay all remaining amounts, if any, payable under the applicable Order Form for the Subscription Term applicable to the terminated Subscription Service regardless of the due dates specified in the Order Form.

10.2 RETURN OF PARTICIPANT DATA. After termination or expiration of the applicable Order Form, upon Participant's written request, ServiceNow will provide any Participant Data in the Subscription Service to Participant in ServiceNow's standard database export format at no additional charge. Participant must submit such request to ServiceNow within 45 days after termination or expiration of the applicable Order Form or the Subscription Service. ServiceNow is not obligated to maintain or provide any Participant Data after such 45-day period and will, unless legally prohibited, delete all Participant Data in its systems or otherwise in its possession or under its control, and delete Participant's instances of the Subscription Service.

11. ADDITIONAL MANAGED SERVICE PROVIDER TERMS

11.1 CLIENT SUPPORT. ServiceNow's obligations described in the Subscription Service Guide apply exclusively to Participant. Participant shall provide all technical support related to the Subscription Service directly to Clients. ServiceNow shall have no obligation, and Participant shall not contract with a Client to include any such obligation, to communicate with any Client regarding a technical support request or any other matter. For each of its Clients, Participant shall maintain at least one customer support contact. Prior to submitting any technical support request to ServiceNow, Participant shall use commercially reasonable efforts identify, isolate, and remediate any suspected problem with the underlying Subscription Service resulting from any configurations.

12. GENERAL PROVISIONS

12.1 COMPLIANCE WITH LAWS. ServiceNow will comply with all laws applicable to its provision under these Program Terms of the ServiceNow Products, including those applicable to privacy and security of personal information (including mandatory trans-border data transfers and mandatory data breach notification requirements), but excluding laws specifically applicable to Participant and its industry not generally applicable to information technology service providers regardless of industry. Participant will comply with all laws applicable to its use of the ServiceNow Products, including those applicable to collection and processing of Participant Data in ServiceNow systems through the Subscription Service. Participant agrees to provide any required disclosures to and obtain any required consents for the transfer of Participant Data to ServiceNow. For the avoidance of doubt and notwithstanding any other Sections within the Agreement, Participant hereby acknowledges and agrees that it shall be responsible, either directly or by procuring the relevant Client to be responsible as applicable, for (i) obtaining any and all consents and approvals and taking all actions required to provide data to ServiceNow, including uploading and storing data in the Subscription Service or any other ServiceNow Technology, and to permit ServiceNow to process such data, in compliance with law; and (ii) compliance with all national hosting requirements, including data sovereignty, residency or mirroring laws, as well as any notification requirements, that may apply to data that is stored in or processed by the Subscription Service or any other ServiceNow Technology. The terms and conditions in this Section 12.1 (Compliance with Laws) of these Program Terms are in lieu of those contained in Section 12.4 (Compliance with Laws) of the Agreement with respect to products and services provided pursuant to these Program Terms.

12.2 U.S. FEDERAL GOVERNMENT AS A CLIENT

12.2.1. U.S. GOVERNMENT RIGHTS. ServiceNow software is commercial computer software (as defined in Federal Acquisition Regulation ("FAR") 2.101 for civilian agency purchases and Department of Defense ("DOD") FAR Supplement ("DFARS") 252.227-7014(a)(1) for defense agency purchases) and ServiceNow services are commercial items. If the software is licensed or services acquired by or on behalf of a civilian agency, ServiceNow provides the software, its documentation, and any other technical data subject to these Program Terms consistent with FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data). If software is licensed or services acquired by or on behalf of any DOD agency, ServiceNow provides the software, its documentation, and any other technical data subject to these Program Terms consistent with DFARS 227.7202-3. If this is a DOD prime contract or DOD subcontract, the DOD agency Participant may acquire additional rights in technical data under DFARS 252.227-7015(b). This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

12.2.2. U.S. FEDERAL GOVERNMENT "TERRITORY". To provide access and use rights to Clients who are the U.S. Federal Government, Participant must be a member of the separate ServiceNow Public Sector Partner program and Participant's Territory, as listed in Participant's account information in the Partner Portal, must include "U.S. Federal Government."

12.2.3. ORDERS. To purchase Subscription Products and provide access and use rights to a Client who is the U.S. Federal Government, Participant must establish a separate agreement with a ServiceNow Distributor to receive pricing information and procure the Subscription Service. ServiceNow shall send a proposed Order Form, which includes the appropriate use and service level terms of the Subscription Service, to a Distributor for further quoting to Participant as further described in the Guide. Participant is required to include such use and service level terms of the Subscription Service in its agreement with Customer.

12.2.4. GOVERNMENT RESTRICTED RIGHTS. Participant agrees to take all necessary and proper actions (including without limitation execution of agreements with Clients) to ensure that any ServiceNow Intellectual Property offered, delivered, licensed and/or sold to a Customer is made available solely as "commercial computer software" or "commercial item" as those terms are used in applicable procurement regulations, and that the rights of such Client to use or otherwise access ServiceNow Intellectual Property are limited solely to those express rights contractually granted by ServiceNow and do not include additional rights arising under statute or regulation, including without limitation Federal Acquisition Regulation (FAR) for civilian agency purchases and the Department of Defense (DOD) FAR Supplement (DFARS).

12.3 FORCE MAJEURE. ServiceNow is not, and may not be construed to be, in breach of the Agreement or these Program Terms for any failure or delay in fulfilling or performing the Subscription Service or the ServiceNow Professional Service, when and to the

extent such failure or delay is caused by or results from acts beyond ServiceNow's reasonable control, including: strikes, lock-outs, or other industrial disputes; trespass, sabotage, theft or other criminal acts export bans, sanctions, war, terrorism, riot, civil unrest, or government action; failure of Internet connectivity or backbone or other telecommunications failures, in each case outside of ServiceNow's local network; breakdown of plant or machinery; nuclear, chemical, or biological contamination; fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a "**Force Majeure Event**"). ServiceNow will use reasonable efforts to mitigate the effects of such Force Majeure Event.

12.4 HIGH RISK ACTIVITY. The ServiceNow Products are not designed for any purpose requiring fail-safe performance, including stock trading, financial transaction processing, operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, weapons systems, or other management or operation of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical, property, or environmental damage (each, a "**High Risk Activity**"). ServiceNow, its licensors, and suppliers expressly disclaim all warranties of fitness for any such use.

12.5 EQUITABLE REMEDIES. The receiving party's disclosure of Confidential Information except as provided in the Agreement or these Program Terms, or a party's infringement or misappropriation of the other party's Intellectual Property Rights may result in irreparable injury for which a remedy in money damages may be inadequate. In the event of such actual or threatened disclosure, infringement or misappropriation, disclosing party may 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 remedies otherwise available to disclosing party at law or in equity. The terms and conditions contained in this Section 12.5 (Equitable Remedies) of these Program Terms are in lieu of those contained in Section 6.5 (Equitable Remedies) of the Agreement with respect to products and services provided pursuant to these Program Terms.