

IMPLEMENTATION SERVICES

(Time and Materials)

Customer Name:	County of Monterey
Project Name:	ServiceNow Implementation Phase II
SOW Number:	31013CH-SOW2

This Statement of Work ("**SOW**"), effective as of the last signature date noted below ("**Effective Date**"), is made between ServiceNow, Inc. ("**ServiceNow**") and the customer entity set forth herein ("**Customer**") pursuant to the terms and conditions of the Master Ordering Agreement, Master License Agreement or the like executed by the parties, if any ("**Agreement**"). In the event of any inconsistency or conflict between the Agreement and this SOW, the terms of this SOW shall control with respect to the services set forth herein ("**Services**" or "**Project**"). The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs which may be executed between the parties.

FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES, EACH ACTING UNDER DUE AND PROPER AUTHORITY, EXECUTE THIS SOW AS OF THE EFFECTIVE DATE.

<u>County of Monterey</u>	<u>ServiceNow, Inc.</u>
Individual signing: (print name)	Individual signing: (print name)
Signature:	Signature:
Title:	Title:
Signing date:	Signing date:

DOCUMENT INFORMATION

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DISTRIBUTION LIST

Name	Role	Company	Date
Fred Hartmann		County of Monterey	05/06/14
Kathy Wells	Finance Manager II	County of Monterey	05/06/14
Chris Hunt	Account Executive	ServiceNow, Inc.	05/06/14
Chris Terzian	Solution Architect	ServiceNow, Inc.	05/06/14
Nicole Shull	Sales Operations	ServiceNow, Inc.	05/06/14
Matthew Kelly	Legal	ServiceNow, Inc.	TBD

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## 1. PROJECT OVERVIEW

### 1.1. Implementation Approach

ServiceNow will implement the Services using the ServiceNow StartNow Implementation Methodology, as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. If not attached hereto, the document may be found at [www.servicenow.com/schedules.do](http://www.servicenow.com/schedules.do). ServiceNow may replace or re-assign its personnel during the course of the Services or Project.

## 2. SCOPE OF IMPLEMENTATION

### 2.1. Application Configuration

The following items will be configured during the project based on Customer specifications developed during the Discover stage.

- Forms, fields and views
- Dashboards and homepages
- Reports including scheduled reports
- Notifications
- Business rules and client scripts
- Workflows
- Roles and access controls (security)
- Relationship between installed applications
- Application related filters and modules
- Mobile device support

Software to be Implemented	In Scope? (Yes if included)
Problem Management	<p>Yes – 52 hours effort</p> <p>Develop a best practices-based instance of Problem Management based on ServiceNow's best practice processes and customer requirements. A typical effort in the configuration of this application would include:</p> <ul style="list-style-type: none"> <li>• 2 day Requirements Workshop and build out of requirements and project in StartNow Application</li> <li>• Configure problem related fields</li> <li>• Configure problem related forms / views</li> <li>• Configure problem related dashboards / homepages</li> <li>• Configure problem prioritization</li> <li>• Configure workflow and validations of workarounds</li> <li>• Configure Known Errors</li> <li>• Configure Service Level Agreements and inactivity rules related to problems</li> <li>• Configure the assignment of problems</li> <li>• Configure notifications related to problems</li> <li>• Configure problem related filters and modules</li> <li>• Configure business rules and client scripts to support problem requirements</li> <li>• Configure problem roles and access controls (security)</li> <li>• Configure problem reports and scheduled reports</li> <li>• Configure the relationship of Problem Management to ServiceNow Incident Management and Change Management applications</li> <li>• Report modification and/or construction</li> </ul> <p>The following configuration techniques are typically used to achieve desired outcomes:</p> <ul style="list-style-type: none"> <li>• Workflow creation, typically up to 3 Graphical Workflows of low to moderate complexity for the Problem Management process (estimated at 8 hours per workflow)</li> <li>• Form modification, up to 20 new fields</li> <li>• Modification / Creation of up to 10 UI policies</li> <li>• Modification / Creation of up to 10 Client Scripts</li> <li>• Modification / Creation of up to 10 Business Rules</li> <li>• Importing / modification of supporting data (assignment rules / categories)</li> </ul>

	<ul style="list-style-type: none"> <li>Email notifications</li> </ul>
Change Management	<p>Yes – 140 hours effort</p> <p>Develop a best practices-based instance of Change Management combining ServiceNow's best practice processes and customer requirements. Includes:</p> <ul style="list-style-type: none"> <li>2-3 day Requirements Workshop and build out of requirements and project in StartNow Application</li> <li>Change Management Best Practices Workshop</li> <li>Change Management Workflow and Setup.</li> <li>Defined and configured Change Types (Emergency, Expedited, Routine, etc.) and associated Change Type attributes.</li> <li>Defined RFC processes. Includes defined use case workflow diagrams and documented business rules.</li> <li>Configured workflow setups to support the RFC process.</li> <li>Defined Change Approval authority by CI (By CI Type or even individual CI).</li> <li>Insure capability for forward facing impact analysis of proposed change, and backward correlation for incident attribution and triage.</li> <li>Risk Calculation, Urgency and derived Prioritization</li> </ul> <p>The following configuration techniques are typically used to achieve desired outcomes:</p> <ul style="list-style-type: none"> <li>Workflow creation, typically up to 3 Graphical Workflows of low to moderate complexity for the Change Management process (estimated at 8 hours per workflow)</li> <li>Form modification, up to 20 new fields</li> <li>Modification / Creation of up to 10 UI policies</li> <li>Modification / Creation of up to 10 Client Scripts</li> <li>Modification / Creation of up to 10 Business Rules</li> <li>Importing / modification of supporting data (assignment rules / categories)</li> <li>Email notifications</li> </ul>
Asset Management	<p>Yes- 174 hours effort</p> <p>Develop a best practices-based instance of Asset Management based on ServiceNow's best practice processes and customer requirements. A typical effort based on Customer's communicated upfront needs of this application would include:</p> <ul style="list-style-type: none"> <li>2 day Requirements Workshop and build out of requirements and project in StartNow Application for each sub module <ul style="list-style-type: none"> <li>Hardware Management</li> <li>Software Management</li> <li>Work Management</li> <li>Reporting and Dashboards</li> </ul> </li> <li>Assistance and guidance of configuration of the following, but not limited to, for both HW and SW based on requirements gathered during requirements workshop <ul style="list-style-type: none"> <li>Acquisition Process</li> <li>IMAC Management</li> <li>Lease and Purchase Contract Management</li> <li>Software Compliance</li> <li>Implementation of process and supporting workflow creation</li> </ul> </li> <li>Assistance and guidance of configuration of the following, but not limited to, for Work Management based on requirements gathered during requirements workshops <ul style="list-style-type: none"> <li>Work Orders</li> <li>Stock Room Transfer Orders</li> <li>Task-based Workflow</li> </ul> </li> </ul> <p>The above activities will be supported through assistance and guidance may be in the following activities, but not limited to, within allotted hours:</p> <ul style="list-style-type: none"> <li>Workflow creation, up to 3 Graphical Workflows of low to moderate complexity for</li> </ul>

	<p>the Asset Management process (estimated at 8 hours per workflow)</p> <ul style="list-style-type: none"> <li>• Form modification, up to 10 new fields</li> <li>• Modification / Creation of up to 10 UI policies</li> <li>• Modification / Creation of up to 5 Client Scripts</li> <li>• Modification / Creation of up to 5 Business Rules</li> <li>• Importing / modification of supporting data (assignment rules / categories)</li> <li>• Email notifications</li> </ul> <p>Reporting and Dashboard Configuration: Further configuration hours will be spent assisting customer with Reporting and Dashboards related to Asset Management and knowledge transfer on Reporting and Dashboard capabilities for further customer led configuration.</p> <ul style="list-style-type: none"> <li>• Up to 5 custom reports of low to medium complexity or modification of up to 5 out-of-the-box Reports to fit requirements</li> <li>• Modification of one Dashboard</li> </ul> <p>Phone group tracks phones as a subscription, same with voicemail. No asset id tracking on these devices.</p>
CMDB	<p>Yes – 106 hours effort</p> <p>Implement a centralized inventory repository to track Configuration Items (CI's) and their composition. Customer will supply ServiceNow with data from existing discovery tool or data source and/or spreadsheets in supported type files to import.</p> <ul style="list-style-type: none"> <li>• 2 day Requirements Workshop and build out of requirements and project in StartNow Application</li> <li>• Tailored Configuration Items form</li> <li>• Data preparation and load from static data sources and/or integration to CI data repositories. Data will be provided in CSV format and will be captured from Microsoft SCCM</li> <li>• Preparation for integration to Incident, Problem and Change Management</li> <li>• Report modification and/or construction</li> </ul>
Software Development Lifecycle Management (SDLC)	Optional with Change Order
Request Fulfilment / Service Catalog	<p>Yes – 76 hours effort</p> <p>Deliverables: Build 3 Service Catalog Items to add to existing Service Catalog using them to provide training to client System Administrator to enable building additional Items.</p>
Service Portfolio	Optional with Change Order
Service Level Management	Optional with Change Order
IT Cost Management	<p>Yes- 164 hours</p> <p>Deliverables: Develop a best practices- based instance of IT Cost Management based on ServiceNow's best practice process and customer requirements. A typical effort in the configuration of this application would include:</p> <ul style="list-style-type: none"> <li>• 1-2 day Requirements Workshop and build out of requirements and project in StartNow Application</li> <li>• Up to 10 days consultancy to set up the following based on requirements gathered during gap analysis: <ul style="list-style-type: none"> <li>◦ Assign date ranges to Cost codes</li> <li>◦ Expense Lines</li> <li>◦ Allocation rules</li> <li>◦ Cost Centers</li> <li>◦ Budgets</li> <li>◦ Depreciation</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>Develop two (2) Rate Cards</li> </ul>
Work Management	<p>Yes – 117 hours effort</p> <p>ServiceNow will assist Customer in configuring Work Management to meet Customer's Field Services application requirements which may include the following:</p> <ul style="list-style-type: none"> <li>ServiceNow to assist Customer in supporting the ability to create and manage work orders based upon Incident information received from ServiceNow which may include the following: <ul style="list-style-type: none"> <li>Creation of multiple tasks for a work order</li> <li>Configuration of Work Order Data to include: <ul style="list-style-type: none"> <li>Date and time</li> <li>Store # (top 100 store indicator)</li> <li>SLA (end date and time)</li> <li>Contact name / Alternate contact name</li> <li>Phone #</li> <li>Remedy Incident #</li> <li>Issue Summary</li> <li>Work Order Status</li> <li>Assigned Engineer</li> <li>Detailed description of problem</li> <li>Device Type</li> <li>Device Resolution Details</li> </ul> </li> </ul> </li> <li>Configure the ability to access and check out a part from field technician's van or other stock location and assign to work order</li> <li>Configure the ability to transfer part(s) from one stocking location to another</li> <li>Configure the system reports to meet the identified Work Order reporting requirements</li> <li>Creation of a Work Orders Dashboard with needed dynamic data</li> </ul>
Enhancements to existing system	Optional with Change Order / Any unused hours may be applied towards Defined Enhancements

Adjacent Functionality	In Scope? (Yes if included)
Data Certification	Optional with Change Order
Managed Documents	Optional with Change Order
Content Management System (CMS)	<p>Yes – 141 hours</p> <ul style="list-style-type: none"> <li>Develop three (3) department portals</li> <li>Application workflow will be based on existing portal, with some modification to support department needs</li> <li>Individual UI's for each department</li> </ul>
Sales Force Automation	Optional with Change Order
Shared Services (HR and Facilities)	Optional with Change Order
Project & Portfolio Management (PPM)	Optional with Change Order
IT Governance, Risk and Compliance	Optional with Change Order
Service Extensions	In Scope? (Yes If included_

Employee Self Service (ESS)	Optional with Change Order
Surveys	Optional with Change Order
Knowledge Management	Yes – 2 hours <ul style="list-style-type: none"> <li>Workshop to review the setup and the knowledge article import process</li> <li>Demonstrate the knowledge article approval/publishing process</li> </ul>
Orchestration	Optional with Change Order – Need more details on what processes are to be automated using orchestration
Discovery & Application Dependency Mapping	Optional with Change Order
Integrated Chat	Optional with Change Order
Live Feed	Optional with Change Order
Domain Separation	Optional with Change Order

Integrations Scope		
Integration Source	Method	Description
<input checked="" type="checkbox"/> Microsoft SCCM	Plugin	Integration is existing and this effort is to modify this integration to populate CMDB with Software data
<input checked="" type="checkbox"/> SQL DB for Non Domain Asset Data	Batch	Pulls for non-domain asset data

## 2.2. Testing, Training and Post Go-Live Support

- Two weeks post go-live support – up to 144 hours
- Help to establish support around UAT process
- Provide process to support go-live support, update set releases and cloning
- Admin handoff and support to go-live
- Verify process is in place for post go-live support within instance

## 3. **PROJECT ASSUMPTIONS**

Customer acknowledges that its participation and cooperation is critical for the success of the Project. The following assumptions are based on information provided by Customer to ServiceNow relating to the Project scope and Customer's current business processes as of the Effective Date of this SOW, and have been used to compute the estimated level of effort and cost. Deviations from these assumptions may lead to commensurate changes in the timeline and fees, such changes to be set forth in a change order in accordance with the procedure outlined in Section 7 below.

### 3.1. General

- a) Customer will provide the required resources and ensure active participation to ensure the implementation is successful. This will include, without limitation, an executive decision-maker, project leadership and management, subject matter experts, and technical resources.
- b) Customer is responsible for the definition and documentation of the business processes within scope for this Project and implementing all business process changes required to support the Project.
- c) Customer is responsible for testing prior to production deployment.



- d) Customer is responsible for end user training.
- e) Clearly defined and documented functional requirements are completed during the Discover stage.
- f) It is assumed that the ServiceNow resources will have remote access to Customer's instances and that Customer provides appropriate technologies for remote work.
- g) Onsite visits will be defined during the kick-off workshops in the Plan stage. Customer project manager and ServiceNow engagement manager will manage onsite engagements in order to avoid extensive travel time.

### 3.2. Data & Integrations

- a) Customer will supply all information to be imported in a supported format. ServiceNow will not be responsible for data modification, cleansing or alteration before, during or after importing data. Supported formats are listed on the ServiceNow Wiki.
- b) There are no data conversions from other systems (i.e. legacy systems).
- c) Customer is responsible for integration to and with other systems. ServiceNow will support the integration by providing experts related to ServiceNow integration technologies.

### 3.3. Resources

#### Customer Resources

Customer Resources	Responsibilities
Project Manager	Customer will provide a project manager who will have overall responsibility for the Project. Customer project manager will meet regularly with the ServiceNow engagement manager to review progress and resolve issues.
Technical Resource(s)	Customer will supply required technical resource(s) with ITIL and JavaScript expertise to accommodate the scope of the Project and to support the joint configuration. To support the agreed integrations, Customer will also supply required technical resource(s) with web services and XML experience.
System Administrators	Administrator training must be completed by Customer's assigned resource(s) no later than the beginning of the Prepare stage.
Process Owner(s)	Customer will provide subject matter experts who will be responsible for the correct and complete definition of each of the processes implemented within the ServiceNow product.

#### ServiceNow Resources

ServiceNow Resource	Responsibilities
Engagement Manager	ServiceNow engagement manager will facilitate project planning, provide implementation expertise, ensure the SOW is being adhered to, allocate appropriate resources from ServiceNow, manage escalations, and act as a single point of contact for the duration of the Project. The ServiceNow engagement manager will facilitate at minimum a weekly status or update call to ensure the Project is progressing appropriately.
Technical Consultants	ServiceNow will provide technical consultant(s) to help with application configuration and assist with knowledge transfer to Customer resource(s).
Integration Expert	ServiceNow will provide an integration expert to assist with integrations defined above.
Business Process Consultant	The business process consultant will drive process definition, re-engineering, improvement and gap analysis of current and future processes together with

	Customer process owners, key Customer sponsors and stakeholders.
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#### 4. ESTIMATED NUMBER OF HOURS & FEES

##### 4.1. Estimated Number of Hours

The Services are estimated to require one thousand one hundred twenty six (1,126) effort hours. Based on current knowledge of Customer's requirements, ServiceNow estimates the following:

- ServiceNow will use reasonable efforts to confirm the composition of the project team and the mobilization plan with Customer within four (4) weeks from the Effective Date.
- The Project will take approximately twenty (20) weeks to complete including two (2) weeks of post-production support.

The below table demonstrates the estimated effort by resource type and stage. It is understood that the effort distribution may vary during the Project.

					4/27/15	5/4/15	5/11/15	5/18/15	5/25/15	6/1/15	6/8/15	6/15/15	6/22/15	6/29/15	7/6/15	7/13/15	7/20/15	7/27/15	8/3/15	8/10/15	8/17/15	8/24/15	8/31/15	9/7/15	
DESCRIPTION					WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12	WEEK 13	WEEK 14	WEEK 15	WEEK 16	WEEK 17	WEEK 18	WEEK 19	WEEK 20	
HOURS																									
Hours by Phase					Hrs	Total Weeks	Week Start	Week End																	
PLAN		18	1	27-Apr-15	3-May-15																				
DISCOVER		296	6	4-May-15	14-Jun-15																				
PREPARE		24	1	15-Jun-15	21-Jun-15																				
DEPLOY		682	9	22-Jun-15	23-Aug-15																				
OPERATE		106	3	24-Aug-15	13-Sep-15																				
		1,126	20																						

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##### 4.2. Fees

Based on the scope of Services and assumptions set forth above, the Services shall be performed on a time and materials basis. Additional charges may apply for scope changes, change requests, delays caused by Customer or third parties contracted by Customer, or events that ServiceNow has no control over. Any changes will be set forth in a change order. All fees will be due and payable as detailed in the accompanying ordering document. The applicable billing rate for the ServiceNow personnel or consultant shall be at the rates set forth in the tables below.

Main Project deployment

Level of Consultant	Estimated Effort (Hours)	Rate (hourly)	Discount Rate (hourly)	Estimated Subtotal (USD)
Engagement Manager	270	\$ 225.00	\$ 225.00	\$ 60,750.00
Technical Consultant	620	\$ 225.00	\$ 225.00	\$ 139,500.00
Business Process Consultant	95	\$ 225.00	\$ 225.00	\$ 21,375.00
Integration Consultant	16	\$ 225.00	\$ 225.00	\$ 3,600.00
Content Management Specialist	125	\$ 225.00	\$ 225.00	\$ 28,125.00
	1,126			\$ 253,350.00

Cost \$ 253,350.00

Travel Budget (For Information only)	Include in SOW	Cost	Totals
Travel Budget	y	\$12,668	\$ 12,668.00

ServiceNow will provide the Services as follows:

- ☒ At Customer's facilities located in Salinas, CA
- ☒ From a remote location

All reasonable travel, meals, and living expenses for all ServiceNow personnel who travel in support of the Project shall be billable at cost and all such expenses shall be borne solely by Customer. Customer shall pay all amounts within thirty (30) days after date of invoice unless stated otherwise in the applicable ordering document. Customer is responsible for all applicable taxes, except for taxes due on the net income of ServiceNow. No acceptance shall apply to the Services or any accompanying software or deliverable provided under this SOW. Normal business day is any eight (8) hour period between the hours of 8AM and 6PM, Monday through Friday local time. Any work performed outside of normal business hours will be charged at a time and a half rate (1.5 x the rate set forth in the ordering document).

#### 4.3. Effective Period of this SOW

This SOW is valid only if the Services start within ninety (90) days after the Effective Date or before the pricing expiration date stated in the applicable ordering document signed by ServiceNow, whichever is later ("Project Start Date"). If Services do not start prior to the Project Start Date, then ServiceNow has the option of changing the prices provided in this SOW.

### 5. CHANGE REQUESTS

Any requests for services outside of this SOW will be set forth in a change order executed by the parties. Tasks not specifically stated as being performed by ServiceNow in this SOW are outside of the scope of this Project and are not covered under the time and fee estimates of this SOW. Customer and ServiceNow will agree upon changes prior to execution of additional services or costs outside of this SOW.

### 6. SCHEDULING POLICY

ServiceNow requires at least fifteen (15) days prior written notice to cancel or reschedule Service dates that have been scheduled by Customer. For scheduled Service days that are canceled or rescheduled by Customer with less than ten (10) business days prior written notice, Customer shall be charged and pay for (a) any travel expenses that cannot be canceled or refunded, and (b) the canceled/rescheduled Service days if ServiceNow is not able to reassign the personnel to another project. If Customer reschedules a planned Services activity, remote or onsite, with less than ten (10) business days written notice, Customer may incur additional consulting time and travel expenses. For the purposes of this Section, email to the ServiceNow project manager will be sufficient as written notice. ServiceNow personnel will perform the engagement both onsite at Customer and offsite at ServiceNow, doing analysis and design. ServiceNow shall not be responsible for delays, due to the lack of access, facilities, cooperation or information requested by ServiceNow or changes to the approach or Services described in this SOW.

### 7. RULES OF ENGAGEMENT

At the commencement of the Project, the Customer Project Manager and the ServiceNow Engagement Manager will agree on the format of weekly status reports and the schedule for submitting such reports to Customer Project Management.

In the status reports, ServiceNow will include: (1) a summary of work activities completed by the ServiceNow project team for the week prior; (2) issues and risks relating to the Project; and (3) suggestions for resolving or mitigating the issues and risks ("**Weekly Status Report**"). The Customer Project Manager will review the Weekly Status Report submitted by ServiceNow and respond with guidance and

suggestions for the Project within two (2) business days of receiving the Weekly Status Report.

If Customer requests ServiceNow to make a change to the Project because the Services were not performed in a workmanlike manner as set forth in Section 2 of the Agreement, ServiceNow shall promptly address such non-conformance in accordance with the Agreement and this SOW ("Remedial Action"). Customer shall give ServiceNow two (2) weeks (or a time as mutually agreed upon by the parties) to put in effect its Remedial Action. Customer will have the right to terminate this SOW if ServiceNow fails to take appropriate Remedial Action to address the nonconformity.

In the event of such termination Customer shall pay ServiceNow for any Services performed in accordance to the specifications set forth in this SOW prior to termination.

The Customer Project Manager or ServiceNow Engagement Manager, as appropriate, may escalate any dispute related to the Services or Deliverables provided pursuant to this SOW to the applicable Escalation Contact set forth in the table below, if such dispute is not resolved within the corresponding timeframe:

Timeframe to Resolve Dispute	Escalation Contact at ServiceNow	Escalation Contact at Customer
<b>24 hours</b>	Andres Cook, Delivery Manager M: (303) 915-3003 andres.cook@servicenow.com	
<b>48 hours</b>	Kent Modellmog, Practice Manager M: (925) 200-8822 kent.modellmog@servicenow.com	
<b>72 hours</b>	Greg Clock, Director West Services M: (408) 828-1737 greg.clock@servicenow.com	

## 8. GENERAL

### 8.1. DEFINITIONS

#### GENERAL TERMS AND CONDITIONS

8.1.1. "Confidential Information" means: (a) ServiceNow Core Technology (which is Confidential Information of ServiceNow); (b) Customer Data and Customer Technology (which are Confidential Information of Customer); (c) any other information of a party that is disclosed in writing or orally and is designated as Confidential or Proprietary at the time of disclosure (and, in the case of oral disclosures, summarized in writing within thirty (30) days of the initial disclosure and delivered to the receiving party), or that due to the nature of the information the receiving party would clearly understand it to be confidential information of the disclosing party; and (d) the specific terms and conditions of this Agreement, any Order Form, any SOW, and any amendment and attachment thereof, between the parties. Confidential Information shall not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) was rightfully in the receiving party's possession at the time of disclosure without restriction on use or disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) was or is rightfully obtained by the receiving party from a third party not under a duty of confidentiality and without restriction on use or disclosure.

8.1.2. "Customer Data" means electronic data uploaded by or for Customer and Customer's agents, employees and contractors, and processed in the Subscription Service, excluding the ServiceNow Core Technology.

8.1.3. "Customer Technology" means software, methodologies, templates, business processes, documentation or other material authored, invented or otherwise created or licensed (other than by or from ServiceNow) by Customer using or for use with the Subscription Service, excluding the ServiceNow Core Technology.

8.1.4. "Development Tools" means source code, application programming interfaces (APIs), executable software and tools in human readable format made available by ServiceNow for the implementation, customization, configuration, and use of the Subscription Service, such as scripts, code snippets, sample code, and development tools published by ServiceNow.

8.1.5. "Documentation" means the ServiceNow product documentation relating to the operation and use of the Subscription Service, Software and Development Tools, including technical program or interface documentation, user manuals, operating instructions and release notes, as updated from time to time by ServiceNow.

8.1.6. "Order Form" means a written ordering document signed by Customer and ServiceNow.

8.1.7. "Product Overview" means the description of the ordered products and their functionalities attached to an Order Form or referenced therein.

8.1.8. "Professional Services" means any services provided by ServiceNow pursuant to an agreed SOW or Service Description.

8.1.9. "Service Description" means the written description for a packaged Professional Service, attached to an Order Form or referenced therein.

8.1.10. "ServiceNow Core Technology" means: (a) the Subscription Service; Software; Development Tools, Documentation; and ServiceNow technology and methodologies (including, without limitation, products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects and documentation) existing as of the Effective Date or otherwise arising outside of work under a Professional Service; (b) updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals; and (c) intellectual property anywhere in the world relating to the foregoing.

8.1.11. "Software" means software provided by ServiceNow to Customer that operates on Customer- provided machines solely to facilitate the use of the Subscription Service.

8.1.12. "SOW" means a statement of work for Professional Services.

8.1.13. "Subscription Service" means the ServiceNow software as a service (SaaS) offering ordered by Customer under an Order Form.

8.1.14. "Subscription Term" means the term of authorized use of the Subscription Service as set forth in the Order Form.

## 8.2. GRANT OF USE RIGHTS

8.2.1. SUBSCRIPTION SERVICE. Subject to the terms of this Agreement, ServiceNow authorizes Customer to access and use the purchased Subscription Service during the Subscription Term as set forth in an applicable Order Form for its internal business purposes in accordance with the Documentation. Customer shall not use or otherwise access the Subscription Service in a manner that exceeds Customer's authorized use as set forth in this Agreement and the applicable Order Form.

8.2.2. SOFTWARE. ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 8.10.1 (Assignment)), non-exclusive license during the Subscription Term to install and execute Software on machines operated by or for Customer solely to facilitate Customer's authorized access to and use of the purchased Subscription Service. The Software may include code that is licensed under third party license agreements, including open source made available or provided with the Software. Software is licensed and not sold even if for convenience ServiceNow makes reference to words such as sale or purchase.

8.2.3. DEVELOPMENT TOOLS. In support of Customer's authorized internal business use of the Subscription Service during the Subscription Term, ServiceNow grants to Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 8.10.1 (Assignment)), non-exclusive license to download and make a reasonable number of copies of the Development Tools, and to use, copy, modify and create derivative works of the Development Tools, in: (a) using, implementing and integrating the ServiceNow applications with other software and systems; and (b) creating applications on the ServiceNow platform (to the extent Customer has purchased authorized use of the Subscription Service to create applications on the ServiceNow platform). Customer shall not use the Development Tools in a manner that causes it to exceed the limits of its authorized use of the Subscription Service as set forth in this Agreement and the Order Form. From time to time, ServiceNow may provide Development Tools subject to the terms and conditions of separate agreements which will be provided to Customer for review and to which Customer will be required to agree prior to use of such Development Tools; provided that ServiceNow shall not require Customer to agree to separate terms and conditions for any Development Tool that is necessary for Customer's use of its ordered Subscription Service in conformance with the Product Overview unless set forth on the Order Form.



8.2.4. RESTRICTIONS. Customer shall not (and shall not permit others to) do the following with respect to the ServiceNow Core Technology: (i) use the Subscription Service with external programs in a manner that intentionally circumvents contractual usage restrictions; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of it available for access by third parties except as otherwise expressly provided in an Order Form; (iii) access it for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Service; (iv) disassemble, reverse engineer or decompile it; (v) copy, create derivative works based on or otherwise modify it except as permitted in this Agreement; (vi) remove or modify a copyright or other proprietary rights notice in it; (vii) use it to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (viii) 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 (ix) access or disable any ServiceNow or third party data, software or network (other than Customer's instance of the Subscription Service in accordance with this Agreement). Before Customer exercises any of the foregoing actions that Customer believes it is entitled to, Customer shall provide ServiceNow with thirty (30) days' prior written notice to legalnotices@servicenow.com (or, if applicable law or the relevant court order does not allow for such notice, then the maximum amount of notice allowable), and provide reasonably requested information to allow ServiceNow to assess Customer's claim and, at ServiceNow's sole discretion, provide alternatives that reduce adverse impacts on ServiceNow's intellectual property and other rights.

### 8.3. ORDERING

8.3.1. ORDERS AND PAYMENT. Upon execution by Customer and ServiceNow, each Order Form is non-cancellable and non-refundable except as provided in this Agreement. Prices stated in each Order Form are final. Except as expressly set forth in the applicable Order Form, Subscription Service fees are invoiced annually in advance. Each Subscription Term as set forth in the Order Form is a continuous and non-divisible commitment for the full duration of the Subscription Term regardless of the invoice schedule. Except as expressly set forth in the applicable Order Form or SOW or Service Description, Professional Services fees are invoiced on a time and materials basis monthly in arrears. Customer shall pay each invoice in full within thirty (30) days after the date of invoice. Customer may issue a purchase order consistent with the terms of the Order Form, but a purchase order is not required. If Customer issues a purchase order, then it shall be for the full amount of the Order Form, and any additional or conflicting terms appearing in a purchase order shall not amend the Order Form or this Agreement. Upon request, ServiceNow shall reference the purchase order number on its invoices (solely for administrative convenience) so long as Customer provides the purchase order at least fifteen (15) business days prior to the date of the invoice. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower. If Customer is delinquent in payment of amounts owed hereunder, ServiceNow may give notice to Customer of such delinquency and, in such case, Customer shall cure the delinquency within thirty (30) days from the date of ServiceNow's written notice. If Customer fails to cure the delinquency or regain compliance in accordance with Section 8.3.2 below, ServiceNow may suspend Customer's use of the Subscription Service or terminate this Agreement for cause in accordance with Section 9 (Term and Termination), in addition to other rights and remedies available.

8.3.2. USE VERIFICATION. ServiceNow may remotely review Customer's use of the Subscription Service, and upon ServiceNow's written request Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. If ServiceNow determines that Customer has exceeded its permitted use of the Subscription Service then ServiceNow will notify Customer and within thirty (30) days thereafter Customer shall either: (i) disable any unpermitted use or (ii) purchase additional subscriptions commensurate with Customer's actual use.

8.3.3. AFFILIATE ORDERING. "Affiliates" shall mean any person or entity directly or indirectly Controlling, Controlled by or under common Control with a party to the Agreement, where "Control" means the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity. If a Customer Affiliate desires to purchase the Subscription Service outside of North America, the Customer Affiliate must place its order with ServiceNow's applicable regional Affiliate ("ServiceNow Affiliate"), which will establish a new and separate agreement between the Customer Affiliate and the ServiceNow Affiliate, the terms and conditions of which shall be the same as the terms and conditions contained in this Agreement, except for the following without limitation: (i) a different tax rate or assessment may govern the Customer Affiliate order; (ii) any pricing commitments shall not apply; (iii) governing law and notice may be different; and (iv) Customer Affiliate will purchase ServiceNow's then current service offering.

8.3.4. TAXES. All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, "Taxes"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Subscription Service and Professional Services. Taxes shall not be deducted from the payments to ServiceNow, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, ServiceNow

receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Each party is responsible for and shall bear taxes imposed on its net income. If Customer is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Customer shall provide a tax exemption number on the Order Form and a certificate upon execution of the Order Form and, after receipt of valid evidence of exemption, ServiceNow shall not charge Customer any Taxes from which it is exempt. If ServiceNow is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the Subscription Service or Professional Services, ServiceNow will issue an invoice to Customer including the amount of those Taxes, itemized where required by law. Customer shall provide to ServiceNow its VAT or GST identification number(s) on the Order Form for (i) the country where Customer has established its business and/or (ii) any other country where Customer has a fixed establishment. Customer shall use the ordered Subscription Service and Professional Services for Customer's business use in the foregoing location(s) in accordance with the provided VAT or GST identification number(s). The parties' obligations under this Section shall survive the termination or expiration of this Agreement.

#### 8.4. INTELLECTUAL PROPERTY

**8.4.1. SERVICENOW OWNERSHIP.** As between ServiceNow and Customer, all rights, title, and interest in and to all intellectual property rights in the ServiceNow Core Technology are owned exclusively by ServiceNow notwithstanding any other provision in this Agreement. Except as expressly provided in this Agreement, ServiceNow reserves all rights in the ServiceNow Core Technology and does not grant Customer any rights, express or implied or by estoppel.

**8.4.2. CUSTOMER OWNERSHIP.** As between Customer and ServiceNow, Customer shall retain all of its rights, title, and interest in and to its intellectual property rights in Customer Data and Customer Technology. Customer hereby grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferable (except as set forth in Section 8.10.1 (Assignment)), sub-licensable, worldwide right to use Customer Data and Customer Technology solely for the purpose of providing the Subscription Service and Professional Services to Customer.

**8.4.3. FEEDBACK.** ServiceNow encourages Customer to provide suggestions, proposals, ideas, recommendations or other feedback regarding improvements to ServiceNow's services and related resources. To the extent Customer provides such feedback, Customer grants to ServiceNow a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 8.10.1 (Assignment)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit feedback (including by incorporation of such feedback into the ServiceNow Core Technology) without restriction.

**8.4.4. PROFESSIONAL SERVICES.** Subject to the provisions of this Section 8.4.4, ServiceNow shall assign to Customer any Newly Created IP (as defined below) in Deliverables upon payment in full by Customer of all amounts due for the Professional Service under which the Deliverable was created. A "Deliverable" is a deliverable that is identified in the applicable SOW or Service Description and that is created by ServiceNow for Customer in the performance of the Professional Services. "Newly Created IP" means intellectual property in any inventions or works of authorship that are made by ServiceNow specifically for Customer in the course of performing Professional Services for Customer that is identified as "Newly Created IP" in an SOW, excluding the ServiceNow Core Technology. To the extent (if at all) any ServiceNow Core Technology is incorporated into a Deliverable, ServiceNow grants to Customer a non-exclusive, royalty-free, non-transferable, non-sublicensable worldwide license to use the ServiceNow Core Technology solely to use the Deliverable in connection with the Subscription Service as contemplated under this Agreement during the Subscription Term. Nothing in this Agreement shall be deemed to restrict or limit ServiceNow's right to perform similar Professional Services for any other party or to assign any employees or subcontractors to perform similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

#### 8.5. WARRANTIES

**8.5.1. LIMITED SUBSCRIPTION SERVICE WARRANTY.** ServiceNow warrants that during the Subscription Term Customer's production instances of the Subscription Service shall materially conform to the Product Overview. To submit a warranty claim under this Section, Customer shall (1) reference this Section; and (2) 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 thirty (30) days after written notice of a warranty claim provided to ServiceNow under this Section 8.5.1, then Customer may terminate the affected Subscription Service and ServiceNow shall refund to Customer any prepaid subscription fees covering the remainder of the Subscription Term of the affected Subscription Service after the date of termination. Notwithstanding the foregoing, this

warranty shall 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 CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

8.5.2. LIMITED PROFESSIONAL SERVICES WARRANTY. ServiceNow warrants that the 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. Customer shall notify ServiceNow in writing of any breach within thirty (30) days after performance of the non-conforming Professional Services. Upon receipt of such notice, ServiceNow, at its option, shall either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or shall terminate the affected Professional Services and refund to Customer any amounts paid for the nonconforming Professional Services. THIS SECTION 8.5.2 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

8.5.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICENOW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR 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, SERVICENOW SPECIFICALLY DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE, SOFTWARE, PROFESSIONAL SERVICES, DEVELOPMENT TOOLS, DOCUMENTATION OR DELIVERABLES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.

## 8.6. CONFIDENTIAL INFORMATION

8.6.1. CONFIDENTIALITY OBLIGATIONS. The recipient of Confidential Information shall: (i) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use it except to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party shall limit the disclosure of the other party's Confidential Information to those of its employees and contractors with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement, provided that all such employees and contractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Each party's obligations set forth in this Section 8.6 shall remain in effect during the term and three (3) years after termination of this Agreement. The receiving party shall, at the disclosing party's request or upon termination of this Agreement, return all originals, copies, reproductions and summaries of Confidential Information and other tangible materials and devices provided to the receiving party as Confidential Information, or at the disclosing party's option, certify destruction of the same. Provisions for the return of Customer Data are set forth in Section 8.9.4 (Return of Customer Data).

8.6.2. REQUIRED DISCLOSURES. A party may disclose 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) promptly notifies the disclosing party of such requirement as far in advance as possible to the extent advanced notice is lawful; and (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.

8.6.3. EQUITABLE REMEDIES. The parties agree that the receiving party's disclosure of Confidential Information except as provided herein may result in irreparable injury for which a remedy in money damages may be inadequate. The parties further agree that in the event of such disclosure or threatened disclosure, the 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 the disclosing party at law or in equity.

## 8.7. INDEMNIFICATION

8.7.1. SERVICENOW OBLIGATION. Subject to the exclusions set forth below, ServiceNow shall: (i) defend Customer, its officers, directors and employees against any third party suit, claim, action or demand (each a "Claim") to the extent alleging: (A) that the Subscription Service used in accordance with this Agreement infringes any third party patent, copyright or trademark, or misappropriates any third party trade secret; or (B) that ServiceNow's personnel when onsite at Customer's premises caused death, bodily harm or damage to tangible personal property due to their negligence or willful misconduct; and (ii) pay any court-ordered award of damages or settlement amount to the extent arising from any such Claims. If any portion of the Subscription Service becomes the subject of a Claim under



Section 8.7.1(i)(A), ServiceNow may: (a) contest the Claim; (b) obtain permission from the claimant for Customer's continued use of the Subscription Service; (c) replace or modify the Subscription Service to avoid infringement, if such replacement or modification has substantially the same capabilities as the Subscription Service; or, if the foregoing (a), (b), and (c) are not available on commercially reasonable terms in ServiceNow's judgment, then (d) terminate Customer's use of the affected Subscription Service upon sixty (60) days' written notice and pay to Customer a refund of any prepaid subscription fees covering the remaining portion of the applicable Subscription Term for the affected Subscription Service after the date of termination. Notwithstanding the above, ServiceNow shall have no obligation or liability for any Claim under Section 8.7.1(i)(A) arising in whole or in part from: (1) any use of the Subscription Service which exceeds the authorized use permitted under this Agreement or not in accordance with the Documentation; (2) Customer Data or Customer Technology; (3) use of the Subscription Service by Customer in violation of applicable law; (4) use of the affected Subscription Service after termination in accordance with clause (d) of this Section 8.7.1; (5) modifications to the Subscription Service made to Customer's specifications or otherwise made by any person other than ServiceNow or a person acting at ServiceNow's direction if the Claim would have been avoided by use of the unmodified Subscription Service; or (6) use of the Subscription Service in combination with any hardware, software, application or service that was not provided by ServiceNow, if the Claim would have been avoided by the non-combined or independent use of the Subscription Service.

8.7.2. CUSTOMER OBLIGATION. Customer shall: (i) defend ServiceNow, its officers, directors and employees against any Claim alleging that: (A) Customer Data, (B) Customer Technology or (C) a modification to the Subscription Service made to Customer's specifications or otherwise made by or on behalf of Customer by any person other than ServiceNow or a person acting at ServiceNow's direction (but only if the Claim would have been avoided by use of the unmodified Subscription Service), infringes any patent, copyright or trademark, misappropriates any third party trade secret, or violates any third party privacy rights; and (ii) pay any court-ordered award of damages or settlement amount to the extent arising from such Claim.

8.7.3. PROCESS. All of the foregoing indemnity obligations of ServiceNow and Customer are conditioned on the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense. SECTION 8.7 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY CLAIMS AND ACTIONS.

## 8.8. LIMITATIONS OF LIABILITY

8.8.1. LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) CUSTOMER'S OBLIGATION TO PAY FOR PRODUCTS, SERVICES OR TAXES; (2) A PARTY'S OBLIGATIONS IN SECTION 7 (INDEMNIFICATION); AND (3) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.8.2. EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, 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: (1) PAYMENTS TO A THIRD PARTY ARISING FROM A PARTY'S OBLIGATIONS UNDER SECTION 8.7 (INDEMNIFICATION); AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.8.3. GROSS NEGLIGENCE; WILFUL 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 THIS AGREEMENT) FOR THE PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

## 8.9. TERM AND TERMINATION

8.9.1. TERM AND TERMINATION. This Agreement continues until terminated under the terms of this Agreement. Each party may terminate this Agreement in its entirety either: (i) upon thirty (30) days' prior written notice to the other party, if at the time of notice there are no Order Forms in effect; or (ii) upon written notice if the other party becomes the subject of a petition in bankruptcy or any

proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either party may terminate a Subscription Service or Professional Services upon written notice if the other party materially breaches this Agreement or the applicable Order Form for the affected service and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party. Professional Services are separately ordered from the Subscription Service, and are not required for the Subscription Service. A breach by a party of its obligations with respect to 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.

**8.9.2. EFFECT OF TERMINATION OF SUBSCRIPTION SERVICE.** Upon termination of the Subscription Service for any reason, Customer shall stop using, and ServiceNow shall stop providing, the Subscription Service and all rights granted to Customer in this Agreement shall terminate. ServiceNow shall within thirty (30) days following the effective date of a termination by Customer for ServiceNow's breach refund to Customer all prepaid fees received by ServiceNow covering the remaining portion of the Subscription Term for the affected Subscription Service after the date of the termination. Within thirty (30) days following the effective date of a termination by ServiceNow for Customer's breach, Customer shall pay all remaining amounts (if any) payable under this Agreement for the Subscription Term applicable to the terminated Subscription Service regardless of the due dates specified in the Order Form.

**8.9.3. TRANSITION SERVICES.** At least thirty (30) days prior to either the expiration of the Subscription Term (where Customer elects not to renew) or in connection with the termination by Customer of the Subscription Service in accordance with Section 9.1, Customer may purchase the following services: (i) one (1) extension of the Subscription Service for up to six (6) months ("Transition Subscription Service"); and (ii) Professional Services. Customer shall pay in advance for the Transition Subscription Service at the monthly subscription fee rate charged to Customer in the expiring Order Form plus an additional ten percent (10%). Customer shall pre-pay for any Professional Services ordered during the transition period plus verifiable travel and expenses. The parties shall sign a mutually agreed upon Order Form setting forth the fees and purchased Subscription Service and Professional Services prior to the commencement of any Transition Subscription Service or Professional Services.

**8.9.4. RETURN OF CUSTOMER DATA.** ServiceNow shall provide Customer Data in its standard database export format, excluding the ServiceNow Core Technology, to Customer upon Customer's written request and at no additional cost to Customer. After forty-five (45) days following the expiration or termination of this Agreement for the Subscription Service (including any Transition Subscription Service term, if applicable), if Customer has not requested the return of its Customer Data, ServiceNow shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of the Subscription Service.

**9.58.. SURVIVAL.** Sections 8.2.4 (Restrictions), 8.3.4 (Taxes), 8.4.1 (ServiceNow Ownership), 8.4.2 (Customer Ownership), 8.4.3 (Feedback) and 8.6 (Confidential Information) through 8.10 (General Provisions) of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

## 8.10. GENERAL PROVISIONS

**18.0.1. ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may, upon notice and without the other party's consent: (i) in connection with a merger, reorganization or sale of all or substantially all of the assets or equity of such party, assign this Agreement in its entirety to such party's successor; and (ii) assign this Agreement in its entirety to any Affiliate (subject to the Affiliate ordering rules in Section 8.3.3). Any attempted or purported assignment in violation of this Section 8.10.1 will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**8.10.2. COMPLIANCE WITH LAWS.** ServiceNow shall comply with any statutes and regulations that apply to its provision of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to the privacy and security of personal information, including trans-border data transfers and data breach notification requirements as required of ServiceNow by law. Customer shall comply with all laws that apply to its use of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to collection and processing of Customer Data in ServiceNow systems through the Subscription Service. Customer agrees to provide any required disclosures to and obtain any required consents for the transfer of Customer Data to ServiceNow. ServiceNow shall not be responsible for compliance with any laws applicable to Customer and its industry that are not generally applicable to information technology service providers.

**8.10.3. EXPORT COMPLIANCE.** Each party shall comply with United States and foreign export control laws and regulations. Customer acknowledges that the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables are subject to the U.S. Export Administration Regulations (the “EAR”) and that Customer shall comply with the EAR. Without limiting the foregoing, Customer represents and warrants that: (i) Customer is not located in, and shall not use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables from, any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria); (ii) Customer shall not use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables 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 (iii) Customer is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local laws which may impact Customer’s right to import, export or use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables.

**8.10.4. US GOVERNMENT RIGHTS.** All ServiceNow software (including Software) is commercial computer software and all services are commercial items. “Commercial computer software” has the meaning set forth in Federal Acquisition Regulation (“FAR”) 2.101 for civilian agency purchases and the Department of Defense (“DOD”) FAR Supplement (“DFARS”) 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the services are acquired by or on behalf of a civilian agency, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the services are acquired by or on behalf of any agency within the DOD, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. 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.

**8.10.5. NOTICE.** Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email with confirmation of receipt, except that email shall not be sufficient for notices regarding a Claim. Notices shall be sent to the parties as set forth on the signature page of this Agreement or as subsequently updated in writing.

**8.10.6. FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (excluding Customer’s failure to pay amounts owed when due), when and to the extent such failure or delay is caused by or results from acts beyond the affected party’s reasonable control, including without limitation: strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party’s), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, export bans, sanctions and other government actions, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a “Force Majeure Event”). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

**8.10.7. HIGH RISK ACTIVITIES.** Customer shall use the ServiceNow Core Technology within the intended business purposes described in the Documentation, and not for any purpose that requires fail-safe performance including, but not limited to, stock trading, financial transaction processing, management of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical or environmental damage (“High Risk Activity”). ServiceNow, its licensors and suppliers expressly disclaim all warranties of fitness for any such use and Customer shall release and hold ServiceNow, its licensors and suppliers harmless from liability arising out of the use of the ServiceNow Core Technology for High Risk Activity.

**8.10.8. USE OF AGGREGATE DATA.** Customer agrees that ServiceNow may collect, use and disclose quantitative data derived from the use of the Subscription Service for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer or its users.

**8.10.9. ENTIRETY.** This Agreement, together with the Order Forms, Product Overviews, SOWs, Service Descriptions, and the Subscription Service Guide (including the Customer Support Policy, the Upgrade Policy and the Data Security Guide), is the final and entire agreement between the parties regarding the products and services provided hereunder and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings and negotiations with respect to the subject matter hereof. The terms of this Agreement apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any purchase order submitted by Customer is for Customer’s internal purposes only and its

terms and conditions are superseded and replaced by this Agreement, and the purchase order terms and conditions have no force or effect. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of ServiceNow that is not set out in this Agreement. Customer's orders are not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any verbal or written communication about ServiceNow's future plans. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

8.10.10. **WAIVER AND AMENDMENT.** A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given. Any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

8.10.11. **RELATIONSHIP OF THE PARTIES.** The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party.

8.10.12. **GOVERNING LAW; VENUE; TIME FOR BRINGING ACTION.** This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the state of California, United States of America, if Customer is located in Canada, United States or Mexico, and the laws of England if Customer is located elsewhere. If Customer is located in Canada, United State or Mexico, the parties hereby irrevocably consent to the nonexclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Diego, California, or New York, New York, for the purposes of adjudicating any action or proceeding to enforce the terms of this Agreement. If Customer is located elsewhere, then any dispute arising under this Agreement shall be finally settled by binding arbitration in London, England. Such arbitration shall be conducted in English in accordance with the rules of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with such rules. The arbitrator shall allow such discovery as is appropriate in accomplishing a fair, speedy, and cost-effective resolution of the dispute, and shall be expressly empowered to issue appropriate injunctive relief. The award of arbitration shall be final and binding upon both parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any monetary award shall be payable in United States dollars. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. No cause of action arising hereunder or relating hereto may be brought more than one (1) year after it first accrues. The prevailing party in an action to enforce this Agreement shall be entitled to costs of bringing the claim and reasonable attorneys' and experts' fees and expenses. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

8.10.13. **CONSTRUCTION.** Products and services shall be provided in the English language unless agreed otherwise. The parties confirm that they have requested that this Agreement and all related documents be drafted in English at the express wishes of the parties. Les parties confirment avoir expressément exigé que le présent contrat et les documents de ServiceNow qui y sont attachés soient rédigés en anglais. Section headings are for convenience only and are not to be used in interpreting this Agreement.

8.10.14 **INSURANCE.** ServiceNow agrees to provide and maintain in effect at all times during the performance of the Services, at ServiceNow's expense, the following minimum insurance coverage: (i) Workers' Compensation Insurance, in accordance with applicable statutory, federal, and other legal requirements and employers' liability insurance covering ServiceNow's employees in an amount of not less than \$1,000,000 for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease; (ii) Commercial General Liability Insurance written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury arising out of the services and/or products provided by ServiceNow under this Agreement with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate; and (iii) Commercial Automobile Liability Insurance providing coverage for hired and non-owned automobiles used in connection with this Agreement in an amount of not less than \$1,000,000 per accident combined single limit for bodily injury and property damage.

#### **EXHIBIT A – SERVICENOW STARTNOW IMPLEMENTATION METHODOLOGY**

This document is set forth at [www.servicenow.com/schedules.do](http://www.servicenow.com/schedules.do).

ServiceNow implements its solutions for customers using the StartNow Implementation Methodology. The services set forth in the project will be undertaken by a project team of representatives from ServiceNow and the customer ("Project Team") and will be managed jointly by a project manager from the customer and a ServiceNow engagement manager. The composition of the Project Team will typically change during the various stages of the project. Some project members may play more than one role during the project lifecycle.

### StartNow – Implementation Methodology

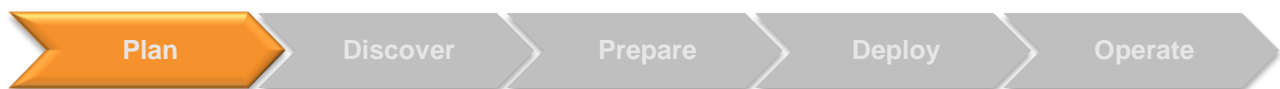


StartNow is based on ServiceNow’s best practices gathered over hundreds of implementations and designed to support **ST**ategic Alignment and drive **R**apid Transformation for ServiceNow customers. StartNow uses a combination of traditional waterfall approach and Scrum to manage the implementation.

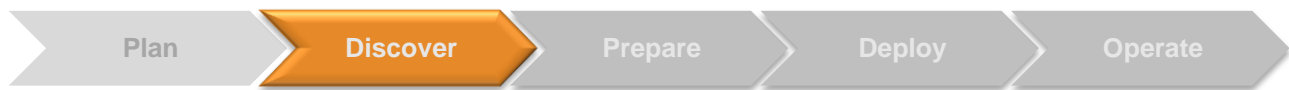
The StartNow Implementation Methodology includes five deployment stages: **Plan**, **Discover**, **Prepare**, **Deploy**, and **Operate** as outlined below.

During the project term and for 45 days thereafter (“Use Extension Period”), the customer may use Project Portfolio Management (PPM) and Software Development Lifecycle (SDLC) or any extended table to support StartNow to read and write data to the ServiceNow tables to support its implementation subject to the terms and conditions of its master ordering agreement with ServiceNow. After the Use Extension Period, if the customer’s purchased rights to the ServiceNow IT Service Automation Suite do not include the foregoing applications, the customer may use these applications to only read data about the implementation or upgrade to the applicable package that includes PPM and SDLC to continue its read and write capabilities. Each stage has its own set of unique tasks. Many tasks may be executed in parallel to one another within a given stage. The stages are further defined below.

### The “Staged” Approach



What is required?	<ul style="list-style-type: none"> <li>Initiate the project by a meeting of members from the customer and ServiceNow</li> <li>Review deliverables of the project with the customer</li> <li>Agree on the rollout approach (phased versus big bang)</li> <li>Load the StartNow methodology tool set onto one of the customer’s instances</li> <li>Schedule System Administration training, if purchased, for the customer</li> <li>Plan and conduct a project kick-off workshop</li> <li>Begin security discussions to understand the approval requirements and what the triggers are</li> </ul>
How is it done?	<ul style="list-style-type: none"> <li>Introduce the StartNow methodology to the customer</li> <li>Introduce the best practices around the ServiceNow StartNow deployment approach</li> <li>Walk through the sample project plan with the customer project manager</li> </ul>
Who does what?	<ul style="list-style-type: none"> <li>The ServiceNow engagement manager:               <ul style="list-style-type: none"> <li>Establishes the project cadence (daily/weekly meetings &amp; calls) and agrees with the customer project manager on when and where these should occur</li> <li>Kicks-off the project and runs kick-off meetings</li> <li>Loads the StartNow tool set</li> <li>Organizes the System Administration training if purchased</li> </ul> </li> <li>The customer project manager:               <ul style="list-style-type: none"> <li>Is brought up to speed on the StartNow methodology</li> <li>Confirms deliverables</li> <li>Reviews the preliminary project plan with milestones and key dates</li> </ul> </li> <li>The customer executive sponsor:               <ul style="list-style-type: none"> <li>Communicates the vision and tone for the initiative in the project kick-off workshop</li> </ul> </li> </ul>
When will things happen?	<ul style="list-style-type: none"> <li>Usually 4 weeks after both parties sign the statement of work</li> </ul>



What is required?	<ul style="list-style-type: none"> <li>Process reviews to describe the out-of-the-box ServiceNow process functionality</li> <li>Introduce ServiceNow design and configuration standards</li> <li>Conduct a conference room pilot to review the out-of-the-box ServiceNow tool functionality</li> <li>Conduct gap analysis workshops for each process that is in the scope of the statement of work to identify gaps between the customer processes and ServiceNow best practices</li> <li>Customer documents requirements (stories) in the Scrum application</li> <li>The Project Team reviews and refines the project plan in StartNow</li> <li>Customer agrees and signs off on requirements before proceeding on each in-scope application</li> </ul>
How is it done?	<ul style="list-style-type: none"> <li>Onsite customer based workshops with process owners</li> <li>Customer supplies a scribe to document requirements (stories) in Scrum</li> </ul>
Who does what?	<ul style="list-style-type: none"> <li>The ServiceNow business process consultant will be responsible for the workshop and facilitate discussions</li> <li>The customer process owners will walk through their processes or agree to ServiceNow processes</li> </ul>
When will things happen?	<ul style="list-style-type: none"> <li>After processes are agreed (either using customer's processes or ServiceNow's out-of-the-box processes)</li> </ul>

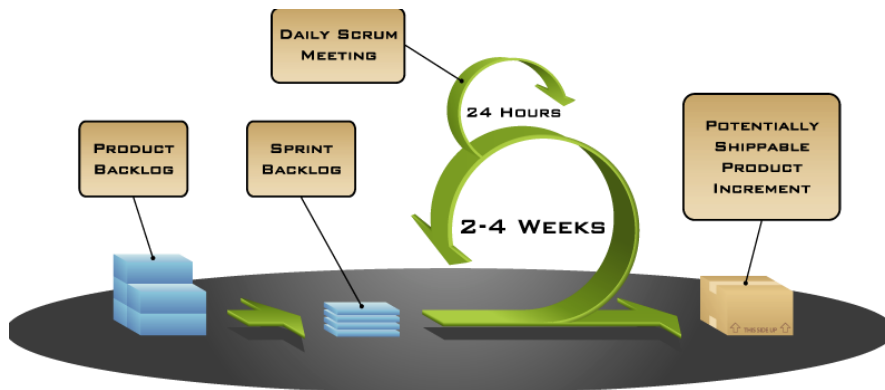


What is required?	<ul style="list-style-type: none"> <li>Core system set-up (LDAPS, Locations, Groups, Roles, Security, Calendars, Schedules)</li> <li>Sprint planning (building Sprints and organizing stories)</li> <li>Review and refine project plan</li> <li>Update Risk, Issue, Decision, Actions, Changes (RIDAC) in StartNow</li> </ul>
How is it done?	<ul style="list-style-type: none"> <li>ServiceNow's technical consultant enables the customer's administrators on core system set-up</li> <li>ServiceNow's engagement manager works with the customer project manager for Sprint planning</li> </ul>
Who does what?	<ul style="list-style-type: none"> <li>ServiceNow technical consultants will guide and enable the customer's system administrators</li> <li>The customer's system administrator will be teamed with the ServiceNow technical consultant</li> <li>ServiceNow engagement manager leads on the Sprint planning</li> </ul>
When will things happen?	<ul style="list-style-type: none"> <li>After the customer instances have been completely provisioned</li> <li>After the customer's system administrators have been trained</li> <li>After the gap analysis workshops</li> </ul>





What is required?	<ul style="list-style-type: none"> <li>▪ Work through the Scrum stories/requirements</li> <li>▪ Manage in small Sprints which make up a particular release of pieces for testing</li> <li>▪ Review and refine project plan</li> <li>▪ Update Risk, Issue, Decision, Actions, Changes (RIDAC) in StartNow</li> </ul>
How is it done?	<ul style="list-style-type: none"> <li>▪ Daily stand-up meetings                             <ul style="list-style-type: none"> <li>○ What did you do yesterday</li> <li>○ What will you do today</li> <li>○ What road blocks are in the way</li> </ul> </li> <li>▪ Onsite and remote consultancy help to enable the customer's administrators on the deliverables</li> <li>▪ Collaboration in the Project Team</li> </ul>
Who does what?	<ul style="list-style-type: none"> <li>▪ ServiceNow technical consultants will guide and enable customer system administrators and technical resources</li> <li>▪ The customer's system administrators will be teamed with the ServiceNow technical consultant</li> </ul>
When will things happen?	<ul style="list-style-type: none"> <li>▪ After core system set-up is complete and users have been successfully loaded</li> <li>▪ Sprints are planned</li> </ul>



Managing the Product Backlog



What is required?	<ul style="list-style-type: none"> <li>▪ Training for the customer's Fulfillers</li> <li>▪ Fulfiller pre-production testing &amp; re-work</li> <li>▪ Go-live checklist completed</li> <li>▪ Customer end user pre-production testing</li> <li>▪ Go-live</li> <li>▪ Customer participates in the engagement survey to provide feedback to ServiceNow about the project</li> </ul>
How is it done?	<ul style="list-style-type: none"> <li>▪ Testing done against the criteria on each Scrum story (the customer owns the test plans / use cases)</li> </ul>

Who does what?	<ul style="list-style-type: none"> <li>▪ ServiceNow technical consultants and the customer's system administrators re-work issues discovered in pre-production testing</li> <li>▪ ServiceNow engagement manager works with the customer during pre-production testing and conducts go-live checklist</li> <li>▪ The customer sets up communication plans</li> </ul>
When things will happen?	<ul style="list-style-type: none"> <li>▪ After Scrum requirements are completed</li> </ul>

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