MASTER ORDERING AGREEMENT

This Master Ordering Agreement ("***Agreement***") is made as of _____, 201_ ("***Effective Date***"), between the ServiceNow entity set forth below ("***ServiceNow***") and the Customer set forth below.

Customer Name:	_____
Address:	_____
	_____

This Agreement contains the terms and conditions for Customer's purchase and use of ServiceNow's products and services.

This Agreement includes the following terms and conditions, which are incorporated by this reference. They may be found at http://www.servicenow.com/schedules.do, if they are not attached to this Agreement.

1)   ServiceNow General Terms and Conditions
2)   ServiceNow Professional Services Guide
3)   ServiceNow Product Guide

This Agreement, together with the referenced or attached documents and Order Form(s), is the entire agreement of the parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements, representations and negotiations.

THE PARTIES EACH ACTING UNDER DUE AND PROPER AUTHORITY EXECUTE THIS AGREEMENT AS OF THE EFFECTIVE DATE.

Customer: **ServiceNow entity:** _____

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

GENERAL TERMS AND CONDITIONS

1.   PRODUCT AND SERVICES

Subject to this Agreement, ServiceNow will make available the purchased ServiceNow subscription product ("***Product***") and professional services ("***Services***"). Customer's purchases are not contingent on the delivery of any future functionality or features regardless of any verbal or written communication about ServiceNow's product plans.

2.   ORDERING TERMS

2.1.   ORDER FORM. Each Order Form is an ordering document signed by the parties which may contain: the subscription fee; the number and type of permitted users, servers and other use requirements; the period of authorized use ("***Subscription Term***"); the description of Services which may incorporate one or more statements of work (***"SOWs"***) for Services; and other ordering terms (***"Order Form"***).

2.2.   PAYMENT. Customer shall pay fees and other amounts as stated on the Order Form. Orders are final when placed and non-cancellable and non-refundable. Any undisputed amounts not paid when due bear interest at a rate of 1.5% per month or the legal maximum, whichever is less, and ServiceNow may suspend use of the Product after giving 14-business days notice for undisputed amounts more than 30-days past due.

2.3.   TAXES. All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies and similar assessments. Customer agrees to bear and be responsible for the payment of all taxes, duties, tariffs, levies, fees and charges of any kind, including sales, use, excise or value added taxes, and all other similar charges (collectively, "***Taxes***") which are imposed on transactions under this Agreement by or under the authority of any government body, excluding Taxes based upon ServiceNow's net income. Customer 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 payment of Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. If Customer is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Customer shall provide a certificate of exemption upon execution of this Agreement and, after receipt of valid evidence of exemption, ServiceNow shall not charge Customer any Taxes from which it is exempt.

3.   TERM AND TERMINATION

3.1.   TERM AND TERMINATION. This Agreement commences on the Effective Date and continues until terminated. Each Party may terminate: (i) this Agreement in its entirety or with respect to any individual Product or Service for material breach without liability with 30-days prior written notice to the other Party, if the complaining party informs the other party of the nature of the breach in its notice to terminate and the breach remains uncured for that 30-day period; or (ii) this Agreement if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership, liquidation that is not dismissed within 60-days of its commencement or an assignment for the benefit of creditors.

3.2.   EFFECT OF TERMINATION. Upon any termination of this Agreement: (i) Customer will cease using the Product; (ii) Customer shall pay any unpaid Product subscription fees under all Order Forms covering the Subscription Term prior to the effective date of termination; (iii) for cause by Customer, ServiceNow shall refund to Customer any prepaid Product subscription fees covering the remainder of the Subscription Term under all Order Forms after the effective date of termination; (iv) for cause by ServiceNow, Customer shall pay any unpaid Product subscription fees covering the remainder of the Subscription Term under all Order Forms after the effective date of termination; and (v) Sections 3, 5, 6.2, 6.3, 7, and 8 of this Agreement shall survive.

3.3.   INDEPENDENT ORDERS. The expiration or termination of this Agreement with respect to any individual Product or Service for whatever reason does not terminate this Agreement in its entirety nor terminate the parties' duties and obligations with respect to other Products and Services. A breach of this Agreement with respect to any particular Product or Service does not, by itself, constitute a breach of the entire Agreement or of the breaching party's obligations with respect to other Products or Services.

4.   WARRANTIES

The warranties for Product and Services are set forth in the applicable product or service guide incorporated into this Agreement. They may be found at http://www.service-now.com/schedules.do if not attached to this Agreement. EXCEPT FOR THE WARRANTIES STATED IN THIS AGREEMENT, SERVICENOW MAKES NO REPRESENTATION, EXPRESS, STATUTORY OR IMPLIED, AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY OR ACCURACY OF THE PRODUCT OR ANY RELATED PRODUCT OR SERVICE. WITHOUT LIMITING THE FOREGOING,

SERVICENOW MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

5.   CONFIDENTIALITY AND NON-USE

5.1.   CONFIDENTIAL INFORMATION. Confidential information means all information disclosed by a party ("*Disclosing Party*") to the other party ("*Receiving Party*"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure: including, without limitation, each party's respective business plans and processes; financial and employee data; proprietary technology and product information and designs; the Product; data submitted by Customer to the Product (*"Customer Data"*); and the terms of the Agreement. Without limitation, ServiceNow's prices and discounts are its Confidential Information. Without limitation, Customer Data is Customer's Confidential Information. Confidential Information excludes information that: (i) is or becomes generally known to the public; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation to the Disclosing Party; (iii) is received from a third party without breach of any obligation to the Disclosing Party; (iv) was independently developed by the Receiving Party; or (v) is Product usage metrics in an aggregate form and not attributable to the Disclosing Party. Customer agrees that ServiceNow may use its name in promotional materials and discussions regarding ServiceNow's customer accounts.

5.2.   PROTECTION. The Receiving Party shall (i) not disclose and use the same degree of care to protect the Disclosing Party's Confidential Information against unauthorized disclosure that it uses to protect its own Confidential Information (but in no event less than reasonable care); and (ii) not use Confidential Information except to the extent necessary under this Agreement. To the extent necessary under this Agreement, each party may disclose the Confidential Information of the other party to employees or subcontractors who are bound by written obligations of confidentiality and non-disclosure at least as protective as those set forth herein. In the event of a court order or government regulation compelling disclosure of any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice thereof, and shall reasonably cooperate with the other party to seek confidential or other protective treatment. Each party's obligations set forth in this Section 5 shall remain in effect after termination of the Agreement for 3 years. Each party will promptly return to the other party all Confidential Information of the other party in its possession or control upon request from the Disclosing Party.

6.   INDEMNIFICATION

6.1.   CLAIMS. ServiceNow shall: (i) defend Customer, its officers, directors and employees against any third party suit, claim, action or demand (*"Claim"*) alleging that the Product as used in accordance with this Agreement infringes any valid and issued patent, copyright, or trademark of a third party; and (ii) pay any court-ordered award of damages or settlement amount, and reasonable attorney fees, arising from such Claim. If any portion of the Product becomes the subject of an infringement Claim, ServiceNow may: (a) obtain permission for Customer's continued use of the Product; (b) replace or modify the Product to avoid infringement, such update or replacement having substantially similar capabilities; or, if the foregoing (a) and (b) are not available on commercially reasonable terms, (c) terminate Customer's use of the affected Product upon 30-days' written notice and refund the pro rata portion of prepaid Product subscription fees covering the remainder of the Subscription Term after the date of termination. The term *"Product"* includes Software and Documentation as defined in the **Product Guide**.

6.2.   LIMITATIONS. Notwithstanding the above, ServiceNow shall have no liability for any Claim to the extent arising from: (i) any use of the Product which exceeds the scope of the subscription granted to Customer or due to the content of Customer Data; (ii) use of the Product by Customer not in compliance with laws; (iii) use of the Product after ServiceNow notifies Customer to discontinue use; or (iv) modifications to the Product or use of the Product in combination with any software, application or service made or provided other than by ServiceNow.

6.3.   CUSTOMER OBLIGATION. Customer shall: (i) defend ServiceNow, its officers, directors and employees against any third party Claim alleging that the Customer Data infringes any valid and issued patent, copyright, or trademark of a third party; and (ii) pay any court-ordered award of damages or settlement amount, and reasonable attorney fees, arising from such Claim.

6.4.   PROCESS. The foregoing indemnity obligations 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 6 STATES THE EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY INFRINGEMENT CLAIMS AND ACTIONS.

7.   LIMITATIONS OF LIABILITY

7.1.   CUSTOMER RESULTS. Customer assumes sole responsibility for results obtained from use of the Product or Services.

7.2.   <u>EXCLUSIONS</u>. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO EACH OTHER OR ANYONE FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR REVENUE OR LOSS OF USE OR DATA, COSTS OF COVER, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3.   <u>LIMITATIONS ON DIRECT DAMAGES</u>. The maximum liability of either party whatsoever arising out of or in connection with the Agreement whether such liability arises from any claim based on breach of contract, breach of warranty, negligence, tort, or otherwise, shall in no case exceed the aggregate of 12 months in fees received by ServiceNow and/or due from Customer immediately preceding the event giving rise to such claim.

7.4.   <u>EXCEPTIONS</u>. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO EACH PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 6 OF THIS AGREEMENT, DEATH OR PERSONAL INJURY CAUSED BY EITHER PARTY, FRAUD OR FRAUDULENT MISREPRESENTATION.

8.   GENERAL PROVISIONS

8.1.   <u>ASSIGNMENT</u>. Neither party may assign its rights or obligations, whether by operation of law or otherwise, without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, either party, in connection with a merger, reorganization, or sale of all or substantially all of the assets or equity of such party, may assign this Agreement in its entirety to such party's successor without the other party's consent. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

8.2.   <u>GOVERNING LAW</u>. This Agreement shall be governed by California law if Customer is located in Canada, United States or Mexico, and the laws of England if Customer is located elsewhere, without regard to the Uniform Computer Information Transactions Act ("**Applicable Law**"). Choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods will not apply. If Customer is located in Canada, United States or Mexico, the parties agree to jurisdiction and venue for claims or actions arising under this Agreement in the state or federal courts located in San Jose, California, USA. 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. The prevailing party in an action to enforce this Agreement shall be entitled to costs and attorneys' and experts' fees and expenses. Notwithstanding the foregoing, either Party may also seek and obtain appropriate relief in any court of competent jurisdiction for claims regarding either party's intellectual property rights and Confidential Information.

8.3.   <u>NOTICE</u>. 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 nationally recognized overnight courier (receipt requested), or (iii) the first business day after sending by confirmed email; provided that e-mail shall not be sufficient for notices of termination or a Claim. Notices shall be sent to the Parties listed below:

    If to the Customer: To the address set forth on the applicable Order Form.

    If to ServiceNow: Legal Counsel, 4810 Eastgate Mall, San Diego, CA   92121, with copy for all notices to: legalnotices@servicenow.com.

8.4.   <u>RELATIONSHIP OF THE PARTIES</u>. 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.

8.5.   <u>EXPORT COMPLIANCE</u>. Each party shall comply with United States and foreign export control laws and regulations. Neither party shall distribute or supply or allow access to the Product to any person or entity if there is reason to believe that such person or entity intends to export or re-export or otherwise use the Product in violation of applicable export control laws and regulations.

8.6.   <u>FORCE MAJEURE</u>. 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 (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or

results from acts beyond the affected party's reasonable control. The party suffering a Force Majeure Event shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

8.7.   ENTIRE AGREEMENT. This Agreement, together with the referenced and/or attached documents and Order Form(s), is the entire agreement of the parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements, representations and negotiations. For any conflict between this Agreement and any referenced and/or attached documents or Order Form(s), this Agreement shall govern unless such referenced and/or attached document, SOW, or Order Form is signed by both parties and expresses an intent to override the terms of the Agreement. Any purchase order submitted by Customer is for Customer's internal purposes and its terms and conditions are superseded and replaced by this Agreement, and the purchase order terms and conditions have no force or effect. Any modification must be in writing and signed by authorized representatives of the parties. A waiver of any right is only effective if it is in writing and only to the party addressed and for the circumstances given. If any provision is determined by a court or arbitrator in accordance with Section 8.2 to be illegal or unenforceable, its invalidity shall not affect the other provisions that can be given effect without the invalid provision. If any provision does not comply with any law, ordinance or regulation, to the extent possible it shall be interpreted to comply with such law, ordinance or regulation, or, if not possible, struck and the Agreement construed in accordance with the remaining provisions of the Agreement.

PROFESSIONAL SERVICES GUIDE

1. PROFESSIONAL SERVICES

1.1. <u>STATEMENTS OF WORK</u>. ServiceNow will perform Services specified in statements of work (*"SOW"*) entered into between the parties from time to time and which are incorporated into and made a part of the Agreement. If no SOW is written for Services, then unless otherwise provided on the Order Form: (i) the Services shall be time and materials at ServiceNow's standard rates; and (ii) ServiceNow's reasonable, actual travel and incidental expenses in performing the Services shall be reimbursed by Customer. ServiceNow may delegate its performance of Services to a third party, and ServiceNow shall remain responsible for any such subcontractor's performance.

1.2. <u>DELIVERABLES</u>. *"Deliverable"* means any deliverable specified in the SOW that is created for Customer in the performance of the Services. As between the parties, ServiceNow assigns to Customer all rights, title and interest, in and to the Deliverables; provided, however, that such assignment does not include any ServiceNow Core Technology. Customer will not receive any rights for any Deliverables for which it has not paid in full. *"ServiceNow Core Technology"* means (a) ServiceNow technology, methodologies and intellectual property (including, without limitation, product(s), software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects and documentation (both printed and electronic)) existing at the Effective Date or otherwise arising outside of work under the SOW, (b) any derivatives, improvements, enhancements or extensions of the foregoing conceived, reduced to practice, or developed during the term or in performance of the SOW, and (c) any intellectual property anywhere in the world relating to any of the foregoing. To the extent (if at all) any ServiceNow Core Technology is incorporated into the Deliverables, ServiceNow grants to Customer a non-exclusive, royalty-free, worldwide license to use the ServiceNow Core Technology solely in order to use the Deliverables as contemplated under the Agreement during the Subscription Term. Nothing will be deemed to restrict or limit ServiceNow's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party.

1.3. <u>SERVICES WARRANTY</u>. ServiceNow represents and warrants that the Services will be performed in a professional and workmanlike manner in accordance with accepted industry standards and practices. The Services will comply with all material requirements set forth in the applicable Order Form and SOW, if any. If ServiceNow fails to comply with the foregoing warranty, ServiceNow shall use commercially reasonable efforts to re-perform the Services in full conformance with the warranty requirements set forth in this Section, and if ServiceNow is unable to do so then Customer may terminate the Services and receive a refund of any prepaid amounts for unperformed Services. THIS SECTION REPRESENTS SERVICENOW'S SOLE OBLIGATION AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO THE WARRANTY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTY, THE SERVICES ARE PROVIDED AS-IS, WITH NO OTHER WARRANTY WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

1.4. <u>TERM AND TERMINATION</u>. The non-breaching party may terminate the applicable SOW by giving the breaching party thirty (30) days written notice of such breach, unless the breach is cured within the notice period. Any such termination may be limited to one or more SOWs (and, if the termination is for a party's breach with respect to a specific SOW, it must be so limited to the applicable SOW), in which case, the consequences of termination will be limited to the subject matter of that SOW. Furthermore, a breach of the obligations for Services shall not, by itself, constitute a material breach of the Agreement entitling either party to terminate the Agreement.

1.5. <u>PRECEDENCE</u>. To the extent any terms and conditions contained in an SOW conflict with any terms and conditions of this Agreement, the terms and conditions of this Agreement shall control unless the SOW expresses an intent to control with respect to the Services provided under such SOW.

PRODUCT GUIDE

1.   AUTHORIZED USE

1.1.   <u>USERS</u>. Customer authorizes *"Users"* to access the Product, each with a unique username and password that may not be shared or transferred, and designates to some a named level of access or functionality defined by Customer (a *"Role"*). Users with a Role are *"Process Users"*. A Role is not required for Users to: (i) create a task; (ii) check on the status of a task the User created; (iii) shop a service catalog; or (iv) view knowledge articles, reports and other general published information. Customer shall limit its use of the Product to the use restriction type(s) as set forth on the Order Form. The ServiceNow Service Automation Platform Supplement on www.servicenow.com/schedules.do is hereby incorporated by reference and applies to Customer's use of the ServiceNow Platform (defined below).

1.2.   <u>SERVERS</u>. Customer shall limit the number of Discovery Servers and RBA Servers managed through *ServiceNow Discovery* and *Runbook Automation* to the number ordered. A **"Discovery Server"** is a non-virtual machine configured as a server. An **"RBA Server"** is a physical or virtual machine configured as a server upon which a task is performed as a step in a process or procedure automated by *Runbook Automation*.

1.3.   <u>CUSTOMER SAFEGUARDS</u>. Customer shall be responsible for: (i) protecting User names and passwords and preventing and notifying ServiceNow of unauthorized use; (ii) all Customer Data; and (iii) using the Product lawfully, in compliance with the Agreement. If Customer exceeds its permitted use of the Product, it will regain compliance within 30-days by: (i) disabling un-permitted use; (ii) purchasing additional Product subscriptions; or (iii) taking other steps reasonably requested by ServiceNow. ServiceNow may review Customer's use of the Product, and Customer shall provide other reasonable assistance, to verify Customer's compliance with the Agreement.

1.4.   <u>SERVICENOW SERVICE AUTOMATION PLATFORM</u>. Customer's order for ServiceNow Enterprise, or for individual ServiceNow Enterprise applications ("**ServiceNow Applications**"), is for use of the specified ServiceNow Applications designated on the Order Form or attachment thereto, and does not include Custom Applications except for the limited use of the ServiceNow Service Automation Platform as may be specified in ServiceNow Enterprise. "**Custom Application**" is an application created on the ServiceNow Service Automation Platform ("**ServiceNow Platform**") to address a business process or workflow outside the scope of the ServiceNow Applications. A customization or an extension of the ServiceNow Platform in support of the delivery of the ServiceNow Applications—such as definitions of roles, assets, locations, integrations, user interface policies, client scripts, and business rules that are necessary to implement a ServiceNow Application-defined process—does not constitute a Custom Application and is a use of the ServiceNow Platform that is included within Customer's authorized use of the ServiceNow Applications at no additional fee.

2.   SUPPORT GUIDE

2.1.   <u>SUPPORT</u>. During the Subscription Term, ServiceNow shall use reasonable efforts to resolve Defects in the Product (*"Support"*) for no additional charge for production instances of the current release of the Product and the two prior releases (*"Supported Versions"*) except for problems known to be resolved by upgrading. Support does not include: implementation services; configuration services; integration services; custom software development; support for Customer or third-party developed applications; support for Customer or third-party modifications to the Product; support for Custom Applications; training or "how-to"; assistance with administrative functions or other professional services; corrections of immaterial Defects or corrections that will degrade the Product. Prior to submission of any Support request, Customer is encouraged to consult the official Product specifications at https://wiki.service-now.com/ or any successor site (*"Documentation"*) to determine if the support issue has been addressed.

2.2.   <u>REQUESTS</u>. Customer may request Support for a problem causing the Product to not conform to the Documentation (*"Defect"*) at the online portal https://hi.service-now.com/ or any successor site. Customer assigns a priority level, and ServiceNow will respond to the Support request in the time frames below.

	Production Instance Response Time	Non-Production Instance Response Time
Availability Defect	P1 30 minutes per 24 x 7 x 365	P2 2 hours per 24 x 7 x 365
Critical Defect	P2 2 hours per 24 x 7 x 365	P3 12 hours per 24 x 5, excluding holidays
Non-Critical Defect	P3 12 hours per 24 x 5, excluding holidays	P4 24 hours per 24x5, excluding holidays
Other	P4 N/A	P4 N/A

The priority level will be assigned by these guidelines: *"P1"* is a production instance of the Product not Available; *"P2"* is a non-production instance not Available or a Defect in a critical function of a production instance; *"P3"* is a production instance Defect that is not a P1 or P2 request or a Defect in a critical function of a non-production instance; and *"P4"* is a Defect that is not a P1, P2 or P3 request.

2.3.   PLANNED DOWNTIME. ServiceNow may perform maintenance during which the Product will be unavailable for up to 2-hours per month (*"Planned Downtime"*). Whenever possible, ServiceNow will give at least 5-days notice of Planned Downtime by email to Customer's email accounts registered in the support portal, and it will be scheduled as much as practical for Customer's non-core business hours. ServiceNow may not be able to accommodate requests to delay or reschedule Planned Downtime.

2.4.   UPGRADES. *"Upgrades"* are modifications to the Product for repairs or enhancements and are provided to Customer at no additional fee during the Subscription Term. ServiceNow determines how and when to develop and release any Upgrade. ServiceNow has the discretion to provide new functionality as an Upgrade or as different software or service for a separate fee.

2.5.   AVAILABILITY SERVICE LEVEL. If the production instances of the Product are not Available 99.8% of the time in a calendar month, and Customer is running on a Supported Version, Customer's sole remedy is to request either a service credit or an extension of the Subscription Term, in each case equal to the dollar value (at Customer's subscription rate) of the number of minutes the Product was not Available in excess of the foregoing percentage. Customer must request all service credits or extensions in writing to ServiceNow within 30 days of the end of such month, identifying the Support requests relating to the unavailability. The credit may be applied against the next Product invoice. The total amount of service credits or extensions for any month may not exceed the subscription fee for the affected Product for the month, and has no cash value. *"Available"* means that the Product can be accessed by Customer via a secure password protected site(s) hosted by ServiceNow on the world wide web except for: (i) Planned Downtime; and (ii) downtime caused by circumstances beyond ServiceNow's control, including without limitation, Customer modifications, Custom Applications, events of Force Majeure, general Internet outages, failure of Customer's infrastructure or connectivity, computer and telecommunications failures and delays not within ServiceNow's control, and network intrusions or denial-of-service attacks, provided ServiceNow has implemented commercially reasonable measures to mitigate or prevent such an attack or intrusion.

2.6.   CONFORMANCE WARRANTY. The Product will materially conform to the Documentation. ServiceNow's obligation for this warranty shall be to use reasonable efforts to modify the Product so that it conforms with the Documentation. For a persistent unresolved material breach of Customer's production instance(s), Customer may request that ServiceNow develop a remedial plan including timetable (*"Recovery Plan"*). Should ServiceNow fail to implement the agreed Recovery Plan, Customer shall have the right to terminate the Order From with respect to the affected Product, and receive a pro-rata refund of the prepaid Product subscription fees covering the reminder of the Subscription Term after the date of termination. Customer shall have submitted a request for technical support to make a warranty claim. This warranty set forth in this Agreement shall be Customer's sole remedy for any failure of the Product to conform to the Documentation.

2.7.   DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES STATED IN THIS AGREMENT, SERVICENOW MAKES NO REPRESENTATION, EXPRESS, STATUTORY OR IMPLIED, AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, PERFORMANCE OR ACCURACY OF THE PRODUCT OR ANY RELATED PRODUCT OR SERVICE. WITHOUT LIMITING THE FOREGOING, SERVICENOW MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

2.8.   SOFTWARE. ServiceNow may provide software products (*"Software"*) for use in connection with the Product. Any Software is licensed and not sold, and ServiceNow grants Customer a limited, personal, non-sublicensable, non-transferable,

non-exclusive license to use the Software only for Customer's internal use with the Product during the Subscription Term and only in accordance with the Documentation.

2.9.   OWNERSHIP; GRANT OF RIGHTS. As between ServiceNow and Customer, all rights, title, and interest in and to all intellectual property rights in the Product, Documentation and Software are owned exclusively by ServiceNow. Except as provided in this Agreement, ServiceNow does not grant Customer any rights, express or implied, or ownership in the Product, Documentation, Software or any intellectual property rights. ServiceNow shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to use or incorporate into the Product, Documentation, Software and Services any suggestions, enhancements, recommendations or other feedback provided by Customer and its users relating to the Product, Documentation, Software or Services.

2.10.   RESTRICTIONS. Customer shall not (or permit others to): (i) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, or time share the Product, Documentation or Software or make it available in the manner of a service bureau; (ii) create derivative works based on the Product, Documentation or Software; (iii) disassemble, reverse engineer or decompile the Product or Software; (iv) access the Product, Documentation or Software in order to build a competing product or service; (v) use or send viruses or other harmful computer code; (vi) interfere with the integrity of the Product or its data; or (vii) use or distribute material protected by copyright or other intellectual property right (including the right of publicity and/or privacy) without first obtaining the permission of the owner.

2.11.   CUSTOMER DATA. Following the end of the Subscription Term, Customer shall have 45-days to request a copy of its data submitted by users to the Product (*"Customer Data"*) and, if requested, ServiceNow shall use commercially reasonable efforts to provide a copy of that data within 15 days in a mutually agreed upon, commercially standard format at no cost to Customer unless it is determined that the data output is not routine in which case the parties shall mutually agree on an SOW for Services. After such 45-day period, ServiceNow shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, retain the right to delete all Customer Data in its systems or otherwise in its possession or under its control.

2.12.   FEDERAL GOVERNMENT.   All ServiceNow 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 commercial Master Ordering 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 commercial Master Ordering Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract, 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.

2.13.   ENGLISH. All Support will be provided in the English language unless agreed otherwise. The parties confirm that they have requested that the Master Ordering Agreement and all related documents be drafted in English at the express wishes of the parties. Les parties ont exigé que le présent contrat et ServiceNow les documents connexes soient rédigés en anglais selon la volonté expresse des parties.