

Master Ordering Agreement

This Master Ordering Agreement (the “Agreement”) is made as of MONTH DD, YYYY (the “Effective Date”) between [INSERT NAME OF DXC AFFILIATE] (“DXC”) and [INSERT NAME OF CUSTOMER] (“Customer”) as set forth below.

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

[INSERT NAME OF DXC AFFILIATE]	[INSERT NAME OF CUSTOMER]
Individual Signing (print name):	Individual Signing (print name):
Signature:	Signature:
Title:	Title:
Signing Date:	Signing Date:
Address for Notices: [INSERT DXC AFFILIATE NOTICE ADDRESS]	Customer Address for Notices:

General Terms and Conditions

1. Provision of Services

Computer Sciences Corporation (including its affiliates) has entered into an agreement with ServiceNow, Inc. (“ServiceNow”) under which Computer Sciences Corporation has licensed certain ServiceNow products (collectively, the “Subscription Service”), which DXC, as an affiliate of Computer Sciences Corporation, is allowed to permit Customer to use pursuant to that agreement. DXC will retain title to all licenses provided as part of the Subscription Service, the license provided by ServiceNow will remain with DXC and Customer is hereby authorized to access use the Subscription Service, as permitted by this Agreement. DXC will make the Subscription Service available to Customer, subject to the terms and conditions of this Agreement and each mutually acceptable written ordering document signed by both DXC and Customer (each, an “Order Form”) and the product overview that is referenced in the Order Form (“Product Overview”). Upon execution of an applicable Order Form, DXC will provide Customer access to the Subscription Service, which will be provided by ServiceNow as a software as a service (SaaS) offering online via web access designated by ServiceNow. Each Order Form is hereby incorporated into and made a part of this Agreement. Following signature of an Order Form by both parties, Customer may issue a purchase order to activate payment for the supply of the Subscription Service, as defined in the applicable Order Form.

2. Ordering

2.1. Subscription Services. An Order Form for the Subscription Services shall specify the term of authorized use of the Subscription Service (“Subscription Term”), the fees and other charges for the Subscription Service, any special payment terms, and the numbers, types, and identifiers of permitted users, applications, servers, devices, capacity, and locals at or through which Customer is permitted to use the Subscription Service. Customer may 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. If Customer exceeds its permitted use of the Subscription Service, then, Customer will promptly notify DXC and within thirty (30) days thereafter: (i) disable unpermitted use; or (ii) purchase additional subscriptions. DXC may review and/or audit Customer’s use of the Subscription Service, and Customer shall provide any reasonable assistance, to verify Customer’s compliance with this Agreement.

2.2. The Parties agree the following with respect to pricing and Order Forms:

(a) each User and each device shall, unless otherwise specified in an Order Form, for the purposes of charging, be counted only once; and

(b) Customer shall be entitled to remove and add Users and devices without additional cost provided that the total number of Users and devices does not increase.

2.3. Payment Terms. Payments for the Subscription Service Order Form shall be made annually in advance. Customer shall pay each invoice in accordance to any special payment terms as set forth in the applicable Order Form following issuance of an applicable invoice in the currency set forth in the applicable Order Form. If Customer specifies in an Order Form that it is issuing a purchase order for such Order Form, then DXC shall reference the applicable Customer purchase order number on its invoices (solely for administrative convenience) so long as Customer provides the purchase order number to DXC within a reasonable time period prior to the date of the applicable DXC invoice. Late payments shall accrue interest at a rate of one and a half percent (1.5%) per month or the legal maximum interest rate, whichever is lower. If Customer is delinquent in payment of amounts for the services owed hereunder, DXC may give notice to Customer of such delinquency and, in such cases, Customer will have ten (10) days from the date of DXC's written notice to cure the delinquency. If Customer fails to cure the delinquency, DXC may, in addition to its other rights and remedies provided hereunder or at law, terminate or suspend the affected services. Customer shall notify DXC of amounts which in good faith it disputes on any invoice and will continue to be required to pay any undisputed amounts in accordance with this Agreement, and the parties shall use commercially reasonable efforts to resolve any dispute within thirty (30) days.

2.4. Taxes. All payment required by this Agreement are exclusive of federal, state, local and foreign taxes, value-added, sales, or similar consumption taxes, duties, tariffs, levies and similar assessments (collectively, "Taxes") which are imposed on transactions under this Agreement by or under the authority of any government body. Customer agrees to bear and be responsible for the payment of all Taxes which are imposed on transactions under this Agreement by or under the authority of any government body and DXC issues a valid tax invoice where required under applicable law. For the avoidance of doubt, the parties agree that Customer neither bears the Taxes based solely upon DXC's net income or DXC's employment obligations. Customer shall make all payments required without deduction of any Taxes.

2.5. Affiliates. 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. Customer may, at its option, provide access to the Subscription Service to one or more of its Affiliates that are explicitly listed in an applicable Order Form ("Customer Affiliates") so as to enable ServiceNow to determine which data centers to make the Subscription Services available at, subject to the terms, conditions and restrictions in this Agreement. Where Customer provides access to Affiliates, Customer shall be responsible for the acts and omissions of the Customer Affiliate for its use of the Subscription Service. No Customer Affiliate shall have the right to take any legal action against DXC under this Agreement or any Order Form unless such Customer Affiliate executes an Order Form directly with DXC. If a Customer Affiliate desires to purchase the Subscription Service directly with DXC and such a Customer Affiliate is not located within the same country as DXC, the Customer Affiliate must place its order with DXC's applicable regional affiliate ("DXC Affiliate"), which will establish a local enabling agreement between the Customer Affiliate and the DXC Affiliate.

3. Grant of Use Rights; Ownership; Customer Restrictions

3.1. ServiceNow Applications. The Product Overview describes the business processes supported within the ServiceNow Service Automation Applications, ServiceNow Orchestration (Runbook) Application, ServiceNow Discovery Application, and other ServiceNow applications (collectively, "ServiceNow Applications"). DXC hereby grants to Customer a non-exclusive, non-transferable, worldwide right during the Subscription Term to access, configure, customize, and use the purchased Subscription Services and ServiceNow Applications to automate the business processes supported within the purchased ServiceNow Applications, for internal use.

3.2. ServiceNow Platform. The Product Overview describes the ServiceNow Service Automation Platform (“ServiceNow Platform”). Should Customer elect to purchase the ServiceNow Platform set forth under an Order Form, DXC grants to Customer a non-exclusive, non-transferable, worldwide right during the Subscription Term to access, configure and use the purchased access of the ServiceNow Platform to create custom applications solely to automate business processes not supported within the ServiceNow Applications (each such automated business process, a “Custom Application”), for internal use. Customer is required to purchase authorized use of the applicable ServiceNow Application in order to automate a business process supported within that ServiceNow Application.

3.3. Custom Application Restrictions. Custom Applications must not knowingly: (i) include, send, store or run software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) disrupt the integrity of the Subscription Services; (iii) temporarily or permanently remove, copy, add, modify, halt or disable any computer data, computer programs or computer software from a computer or computer network without authorization; (iv) cause a computer to malfunction, regardless of how long the malfunction persists; (v) alter, disable, or erase any computer data, computer programs or computer software without authorization; (vi) upload, post, reproduce, or distribute any information, software or other material protected by copyright or any other intellectual property right (including the right of publicity and/or privacy) without first obtaining the permission of the owner of such rights; (vii) use a computer or computer network to cause physical injury to the property of another; (viii) violate any law or regulation of the United States, any state thereof or other government authority; or (ix) disable, hack, or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the Subscription Service.

3.4. Documentation. DXC grants to Customer a non-exclusive, non-transferable, worldwide right during the Subscription Term to access and use the Documentation. “Documentation” shall mean the user documentation relating to the operation and use of the Subscription Service that is provided by DXC to Customer under the Agreement via the ServiceNow wiki (wiki.servicenow.com), as updated by ServiceNow from time to time.

3.5. Customer Data. Customer hereby grants DXC, so that it may also grant to ServiceNow, a non-exclusive, worldwide right to use the content, information and data (including enhancements such as workflows and configurations) pertaining to Customer that is submitted to or accessed by DXC and/or ServiceNow in delivery of the Subscription Services (collectively, “Customer Data”) strictly for the limited purpose of providing the Subscription Service to Customer during the Subscription Term.

3.6. Software. DXC or ServiceNow may provide ServiceNow software products (“Software”) for use in connection with the Subscription Service. Any Software is not licensed or sold (even if for convenience DXC makes reference to words such as “sale” or “purchase”), and DXC grants Customer a limited, worldwide, non-sublicensable, non-transferable, non-exclusive right to install and execute the Software on machines by or for Customer solely to permit Customer to use the Subscription Service during the Subscription Term in accordance with the terms and conditions of this Agreement. The Software may include code that is licensed under third party license agreements, including open source, made available or provided with the Software as applicable.

3.7. Development Tools. DXC hereby grants to Customer a non-exclusive, non-transferable, worldwide right during the Subscription Term to download and make a reasonable number of copies of the Development Materials (as defined below) to use, copy, modify and create derivative works of the Development Materials, in each case solely for Customer’s use, in (A) using, implementing and integrating the ServiceNow Applications with other software and systems; and (B) developing Custom Applications to the extent that Customer is permitted under Section 3.2 (ServiceNow Platform) and the applicable Order Form(s). “Development Materials” are APIs, development tools, specification, documentation, sample Software code or other development materials that DXC and/or ServiceNow may from time to time make available to Customer for the express purpose of facilitating development of Custom Applications or customizing ServiceNow Applications.

3.8. Ownership. As between DXC and Customer, all rights, title and interest in and to all intellectual property rights in the Subscription Service, Software, Custom Applications, Development Materials, and/or Documentation are owned exclusively by DXC so as to enable DXC to provide ownership rights to ServiceNow, as required pursuant to DXC’s agreement with ServiceNow. Except as expressly provided in this Agreement, neither DXC and/or ServiceNow grant Customer (and expressly reserve) any rights, express or implied, or ownership in the Subscription Services, Software, Custom Applications, Development Materials, and Documentation. DXC and/or

ServiceNow shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate in the Subscription Service, Software, Custom Applications, Development Materials, and/or Documentation, any suggestions, enhancements, recommendations or other feedback provided by Customer relating to the Subscription Service, Custom Applications, Development Materials, and/or Documentation.

3.9. Restrictions. Customer shall not (and shall not permit others to): (i) create derivative works based on or other modify the Subscription Service, Software, Development Materials (except as provided in Section 3.7 Development Tools) or Documentation; (ii) disassemble, reverse engineer or decompile the Subscription Service or Software; (iii) access the Subscription Service, Software, Development Materials or Documentation in order to develop a competing product or service, including a Custom Application that automates or otherwise addresses a business process automated by a ServiceNow Application; (iv) use the ServiceNow Platform to operate more or different types of applications than permitted under the applicable Order Form; (v) use or send viruses or other harmful computer code; (vi) interfere with the integrity of the Subscription Service or its data; (vii) remove or modify a copyright or other proprietary rights notice on or in the Subscription Service, Software, Development Materials or Documentation; or (viii) except for the limited right to use, as expressly permitted under this Agreement, the Subscription Service to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity and privacy) without first obtaining the permission of the owner.

3.10. Customer Conduct. Customer is responsible for the following: (a) Customer's implementation of the Subscription Service (unless otherwise agreed in a separate written agreement between DXC and Customer); (b) protecting the names and passwords of the users to the Subscription Service and preventing and notifying DXC and ServiceNow of unauthorized use of the Subscription Service; (c) appointing an appropriate number of designated support contacts for purposes of contacting ServiceNow support regarding questions and/or technical issues ("Authorized Customer Support Contacts") and ensuring that (i) there is adequate control over the process of appointing the Authorized Customer Support Contacts and (ii) the Authorized Customer Support Contacts' information is current in the ServiceNow support portal; (d) the lawfulness of, and results obtained from, all Customer Data submitted by users to the Subscription Services and each user's acts and omissions; (e) using the Subscription Service's available encryption feature for all Customer Data containing sensitive information; (f) using the Subscription Service only in accordance with the numbers, types and identifiers of permitted users, applications, servers, devices, capacity and locations at or through which Customer is permitted to use the Subscription Service as set forth in the Order Form; and (g) using the Subscription Service only in accordance with the Documentation.

4. Warranties

4.1. DXC Warranties. In permitting Customer to use the Subscription Services under this Agreement, DXC makes available the Subscription Service as-is without warranty of any kind. ServiceNow will be responsible for providing and maintaining any infrastructure and security associated with the Subscription Services and Customer will look solely to resolve any issues with respect to any infrastructure or security issues. DXC DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, 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. DXC will pass through to Customer the following warranties ServiceNow provides to DXC, which are set forth in Sec. 4.2 of this Agreement. To the extent such warranties are breached or Customer seeks any other support with respect to the Subscription Service, Customer contact ServiceNow directly to obtain any support. If ServiceNow is unable to resolve its breach of such warranties, for any remedies listed in Sec. 4.2 that are monetary damages or require a refund to be issued, Customer shall seek and make any claims directly against DXC for such monetary damages or refunds.

4.2. ServiceNow Warranties. The following are the warranties ServiceNow provided to DXC that DXC passes through to Customer under this Agreement:

- (a) ServiceNow warrants that during the Subscription Term:

(i) The Subscription Services will be performed in a competent and workmanlike manner and that the Customer's production instances of the Subscription Service, exclusive of any Custom Applications and Development Materials, will substantially operate without a Defect that causes a material failure of the production instance to perform in accordance with the Product Overview and the Release Notes as set forth in the Documentation at http://wiki.servicenow.com/index.php?title=Release_Notes. Notwithstanding any other provision in this Agreement, ServiceNow shall have no obligation to Support, and shall have no liability or obligation due to unavailability, malfunction or degradation of performance in the Subscription Service to the extent that it is due to a Custom Application, Development Materials, or modifications of the ServiceNow Applications by any person other than ServiceNow or a person acting on ServiceNow's direction or in accordance with ServiceNow's reasonable instructions.

(b) Extreme Failure. An Extreme Failure is defined as the Subscription Service to not be Available (as defined in the Subscription Service Guide) for a duration of more than 48 hours. For the avoidance of doubt a critical Defect that renders mission critical functionality of a Subscription Service unusable and therefore the system as a whole is equivalent to unusable even if it can be accessed is a condition in which the Subscription Service is deemed not to be Available.

(c) Remedies for Breach of Subscription Service Warranty. Customer's sole and exclusive remedy under this Section 4.2 will be as set forth in this Section 4.2. Without prejudice to any other remedy, if the Defect persists in causing a material failure in Customer's production instances of the Subscription Service to conform to the Product Overview and the Release Notes forty-five (45) days after written notice to ServiceNow of a warranty claim under this Section 4.2 (Warranties), then Customer shall be entitled, at its sole discretion, to the following:

(i) ServiceNow will correct, work around and address any Defect as soon as reasonably possible upon becoming aware of it; and/or;

(ii) Customer may treat this Agreement as terminated and receive from DXC a refund of any prepaid fees covering the remainder of the Subscription Term of any affected Subscription Service after the date of termination; and;

in the event of an Extreme Failure:

(iii) Expressly subject to the limitations or cap set forth in this Agreement, DXC shall (a) compensate Customer for direct damages incurred by Customer as a direct result of any Extreme Failure (as defined above); and (b) pay service credits in accordance with Section 3 of the Subscription Service Guide. For the avoidance of doubt, this Section 4.2(c)(iii) does not apply to Service Credits for events other than an Extreme Failure and for events occurring after the liability cap in this Agreement has been reached.

5. Confidentiality and Non-Use Restrictions

DXC and Customer acknowledge and agree that all Confidential Information furnished or made available directly or indirectly by or on behalf of a party under this Agreement shall be kept confidential in conformance with and subject to the terms of that certain Non-Disclosure Agreement dated [INSERT MONTH DD, YYYY] by and between the parties, the terms of which shall be deemed incorporated by reference and shall survive with respect to disclosures made hereunder, notwithstanding any prior expiration or termination of the Non-Disclosure Agreement in accordance with its terms.

6. Limitations of Liability and Damages

6.1. Limitations of Liability. TO THE EXTENT PERMITTED BY LAW, THE TOTAL CUMULATIVE LIABILITY OF DXC ARISING OUT OF (A) BREACHES OF SECTION 5 (CONFIDENTIALITY) AND SECTION 8 (DATA PROTECTION AND PRIVACY), WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO ONE-HUNDRED (100%) OF THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY OR \$1,000,000.00 (ONE-MILLION US DOLLARS), WHICHEVER IS LESS; (B) AN EXTREME FAILURE AS

DEFINED IN SECTION 4.2(b) SHALL BE LIMITED TO FIVE PERCENT (5%) OF THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY OR \$150,000.00 (ONE-HUNDRED FIFTY THOUSAND US DOLLARS), WHICHEVER IS LESS; AND (C) ANY OTHER BREACHES OF THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO ONE-HUNDRED PERCENT (100%) OF THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY OR \$500,000.00 (FIVE-HUNDRED THOUSAND US DOLLARS), WHICHEVER IS LESS. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE ANY OF THE LIMITS EXPRESSED IN THIS CLAUSE 6.1 AND IN NO INSTANCE SHALL DXC BE LIABLE FOR DAMAGES ARISING OUT OF MORE THAN ONE OF (A), (B), OR (C) FOR THE SAME EVENT.

THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) BODILY INJURY OR DEATH; (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR (3) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED FOR SERVICES PROVIDED HEREUNDER.

6.2. Exclusion of Damages. TO THE EXTENT PERMITTED BY LAW, NEITHER DXC OR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE OF DATA, OR COST OF SUBSTITUTE GOODS, 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 OR ANY OTHER LEGAL ACTION 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) BODILY INJURY OR DEATH; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

NOTWITHSTANDING THE FOREGOING, THIS SECTION 6.2 SHALL NOT PREVENT CUSTOMER'S RECOVERY FOR LEGALLY REQUIRED: (A) NOTIFICATION COSTS TO THIRD PARTIES INCURRED BY CUSTOMER; (B) COMMERCIALY REASONABLE CREDIT MONITORING COSTS FOR THIRD PARTIES INCURRED BY CUSTOMER; AND (C) GOVERNMENT OR REGULATORY FINES PAID BY CUSTOMER, IN EACH CASE TO THE EXTENT CAUSED BY DXC'S MATERIAL BREACH OF THIS AGREEMENT THAT RESULT IN UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, PROVIDED THAT DXC'S CUMULATIVE AND AGGREGATE LIABILITY AT ALL TIMES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE LIABILITY AMOUNT SET FORTH IN SECTION 6.1.

6.3. Gross Negligence; Willful Misconduct. AS PROVIDED BY LAW, NOTHING HEREIN SHALL BE INTENDED TO LIMIT A PARTY'S LIABILITY IN AN ACTION IN TORT (SEPARATE AND DISTINCT FROM A CAUSE OF ACTION FOR BREACH OF THIS AGREEMENT) FOR THE PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

7. Term and Termination

7.1. Term and Termination. (a) This Agreement shall commence on the Effective Date and continues indefinitely unless terminated by either party as permitted herein. (b) Each party may terminate this Agreement in its entirety upon thirty (30) days' prior written notice to the other party, if at the time such notice is served there are no Order Forms in effect. In the event there are Order Forms in effect, neither this Agreement or an applicable Order Forms may be terminated or canceled for convenience. (c) Either party may terminate a Subscription Service effective immediately upon written notice if the other party materially breaches a material obligation under 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. (d) DXC may terminate this Agreement in its entirety immediately if ServiceNow terminates its agreement with DXC under which DXC is permitted to allow Customer to use the Subscription Service.

7.2. Effect of Termination of Service. Upon expiration or other termination of the Subscription Service for any reason, Customer shall stop using, and DXC will stop making available, the terminated Subscription Service. (a) If the Subscription Service is terminated by Customer under Sec 7.1(c), or by DXC pursuant to Sec. 7.1(d), DXC shall refund to Customer, within forty-five (45) days after the effective date of termination, all prepaid fees for the remaining portion of the Subscription Term for the terminated Subscription Service after the effective date of termination. (b) If Subscription Service is terminated by DXC under Sec. 7.1(c) of this Agreement, Customer shall pay to DXC, within thirty (30) days after the effective date of termination, fees for the terminated Subscription Service that would have been payable for the remainder of the Subscription Term after the effective date of termination.

7.3. Return of Customer Data. Following the end of the Subscription Term, where Customer has not renewed, or termination of the Agreement (whichever is earlier) Customer shall have thirty (30) days to request a copy of any Customer Data from DXC; and, if requested, DXC will use commercially reasonable efforts to provide a copy of that data from ServiceNow within thirty (30) days in a mutually agreed upon, commercially standard format at no cost to Customer unless DXC or ServiceNow determines in its reasonable direction that the data output is not routine, in which case the parties shall mutually agree in a separate written agreement for professional services.

7.4. Transition Assistance. Customer will be able to access Customer Data at any time during the Subscription Term utilizing Open Database Connectivity (ODBC). Notwithstanding the foregoing, upon Customer's request and for a period requested by Customer which may not exceed three (3) months before or twelve (12) months after the termination or expiration of the applicable Subscription Service (the "Termination Assistance Period"), DXC shall, or will require ServiceNow, at Customer's cost and expense, to provide to Customer such assistance as may be reasonably requested to transition the services to an alternative service provider; including without limitation, the following: (a) knowledge transfer regarding the Services to Customer and/or the alternative provider; and (b) data transfer in a non-proprietary industry-standard format or in the format in which the information was received by DXC and/or ServiceNow; and (c) such support as is reasonably requested by Customer and required for the successful transfer of the Subscription Service (the "Termination Assistance Services"). If the Subscription Service was terminated by DXC for breach of Customer's payment obligations, then Customer shall pay in advance for the Termination Assistance Services described in this section.

7.5. Survival. Upon expiration or termination of this Agreement for any reason, Customer shall pay all amounts owed hereunder. Any section which by its nature should survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

8. Data Protection and Privacy

8.1. Definitions. The following definitions shall apply for the purposes of this Section 8:

"Data Privacy Laws" means any state or national law or regulation protecting the privacy, confidentiality, or security of Personal Data or any specific category of Personal Data.

"Personal Data" is defined as any individually identifiable information about Customer, employees (including employees or customers of Customer) or in connection with the provision of services under this Agreement including, but not limited to PHI (as defined below) and sensitive personal information.

"Process" or "Processing" or "Processed") is as defined in the relevant Data Privacy Laws, or where not defined, means any operation or set of operations which is performed upon Personal Data, whether or not be automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, encrypting, or disclosing by transmission, dissemination or otherwise making available, aligning or combining, blocking, erasing or destroying.

"Protected Health Information ("PHI") is defined as that term is defined in the HIPAA Privacy and Security Rules (45 CFR, Part 160-164) issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

8.2. Applicability of Data Privacy Protections. In the event that Personal Data will be Processed by DXC and/or ServiceNow in connection with the performance of the services under any Order Form, as applicable, then and

only then shall the provisions of this Section 8 be applicable. In any such event, all Personal Data obtained from or on behalf of Customer or in connection with the provision of services to Customer pursuant to this Agreement shall be protected pursuant to this Section 8 and any other Sections of this Agreement that address Personal Data. Notwithstanding the foregoing, Section 8.8 (Contact With Third Parties) below shall only apply if the Personal Data Processed pursuant to this Agreement or any Service Description meets the definition of PHI.

8.3. Compliance With Data Privacy Laws. DXC agrees that it will Process any Personal Data to which it has access in connection with its performance of the services under any Order Form only and as otherwise required by all applicable Data Privacy Laws. DXC agrees that it will not Process any Personal Data for any other purpose absent specific written instructions from Customer. In addition, and to the extent applicable, DXC agrees to comply with any requirements of any applicable Data Privacy Law regarding the collection, storage, use transfer, security or processing of Personal Data.

8.4. Transfer of Personal Data. DXC agrees that Personal Data provided to DXC or obtained by DXC under this Agreement shall not be transferred across national boundaries unless required by laws or specified within this Agreement, applicable Order Form, or Service Description as authorized for transfer across national boundaries. DXC agrees that any such transfer will only be made in compliance with applicable Data Privacy Laws.

8.5. Safeguards. DXC will develop, implement, maintain and use appropriate administrative, technical, and physical safeguards to preserve the security, integrity, and confidentiality of, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, and to protect against unauthorized access to or accidental or unlawful destruction, loss, or alteration of, the Personal Data created for or received from or on behalf of Customer in connection with the services. Such safeguards shall meet all applicable legal standards and shall meet or exceed accepted security standards in the industry. DXC and/or ServiceNow will document and keep these safeguards current and shall make them available to Customer upon request on no more than an annual basis or in case of material change. DXC shall ensure that only such of DXC's employees or representatives, including those of ServiceNow's, who may be required to assist it in meeting its obligations under an Order Form, as applicable, shall have access to the Personal Data. Furthermore, DXC shall (1) establish and maintain sufficient controls to meet the objectives stated in ISO27001 and SSAE 16 SOC Type II (or reasonably equivalent standards) (collectively, the "Standards"). At least once per calendar year DXC will contractually require ServiceNow to perform an assessment against such standards ("Assessment"). Upon Customer's written request, which shall be no more than once per calendar year, DXC shall promptly provide a summary of the Assessment to Customer; (2) ensure that all data is disposed of using NIST Special Publication 800-88 (Guidelines for Media Sanitation).

8.6. Security Incidents. DXC will require that ServiceNow immediately and in no event more than one (1) business day following the Incident, give notice to Customer of any privacy or security Incident affecting Personal Data of which it becomes aware. A privacy or security "Incident" is an unauthorized access, use, disclosure, modification, destruction of information or interference, or any other breach of privacy or security, in connection with any Customer Personal Data. DXC will require that ServiceNow make a written report to the designated contact indicated in this Agreement as soon as possible and in no event more than five (5) business days after ServiceNow learns of such non-permitted or violating use or disclosure that contains all then known information concerning the nature and impact of the Incident, including but not limited to identifying the Personal Data relating, directly or indirectly, to the Incident and all governmental and agency reporting or disclosing relating to the Incident that has occurred or is being contemplated, and ServiceNow's steps to mitigate this impact. Further, DXC and/or ServiceNow will reasonably cooperate as requested by Customer in order to further investigate and resolve the Incident. In the event of an Incident, DXC agrees to pay all costs and expenses associated with the Incident, including but not limited to legally required notification costs and costs related to commercially reasonable credit monitoring.

8.7. DXC will require ServiceNow to secure and preserve all evidence and logs pertaining to such Incident, to take no action that would impair evidence or the tracking of the Incident, to make no public statements to the process regarding the Incident, and to inform Customer without delay of any and all interactions with law enforcement in connection with such Incident.

8.8. Contact With Third Parties. In the event that ServiceNow receives a request from a third party (including the individual) to access any Personal Data in ServiceNow's possession, DXC will require that ServiceNow promptly forward a copy of such request to Customer. If any government or competent authority requests ServiceNow

to disclose or allow access to Customer Personal Data, DXC will require that ServiceNow immediately notify Customer of such request and ServiceNow shall not disclose or allow access to such Customer Personal Data without first giving Customer an opportunity to consult with such government or authority to seek to prevent such disclosure or accessing. The parties shall discuss and agree to any lawful actions or steps which may be taken to avoid or prevent such disclosure or accessing.

8.9. Neither DXC or ServiceNow shall make any admissions or take any action that may be prejudicial to the defense or settlement of any such complaint. DXC will require ServiceNow to provide Customer with such reasonable assistance as it may require in connection with resolving any such complaint.

8.10. HIPAA. To the extent (if any) that Customer discloses protected health information to DXC or DXC accesses, maintains, uses or discloses protected health information, DXC agrees and will require ServiceNow to agree as follows: DXC agrees that with respect to any PHI to which it has access in connection with the performance of services under this Agreement, that it will: (a) not use or further disclose PHI other than as permitted or required by this Agreement or as required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement and that these safeguards will meet the requirements of the HIPAA Security Rule as of the applicable compliance date set forth in the HIPAA Security Rule; (c) report to Customer any use or disclosure of PHI not provided for under this Agreement of which DXC becomes aware; (d) ensure that any agents, including any subcontractors of DXC and/or ServiceNow to whom PHI is received from Customer, or created or received by DXC on Customer's behalf, agrees to the same restrictions and conditions that apply to DXC with respect to such PHI;

8.11. Privacy Shield. During the Subscription Term, ServiceNow shall maintain self-certified compliance under the EU – US Privacy Shield Framework adopted by the US Department of Commerce. ServiceNow's Privacy Shield Policy, which may be amended from time to time, is attached hereto as Exhibit B.

8.12. Penetration Tests. Customer may request to perform, at its own expenses, an application penetration test of the Subscription Service, which shall be no more than once per year. Customer must notify DXC and ServiceNow in advance of any tests by submitting a request using ServiceNow's online support portal and completing a penetration testing agreement. DXC, ServiceNow, and Customer will agree upon a mutually acceptable time for the test, which shall typically be within thirty (30) days of such request. The test shall be of reasonable duration, conducted during reasonable times and shall not unreasonably interfere with DXC's or ServiceNow's day-to-day operations. Customer shall notify DXC and ServiceNow should Customer detect any vulnerability. Upon such notice, DXC and/or ServiceNow shall use all commercially reasonable efforts to promptly make any necessary changes to the Subscription Service.

8.13. Breach of Agreement. DXC agrees that any Processing of Personal Data or PHI in violation of this Section 8 shall constitute a material breach of this Agreement and may cause immediate and irreparable harm to Customer for which monetary damages may not constitute an acceptable remedy. Therefore, the parties agree that Customer may seek specific performance and/or injunctive relief or other equitable relief for such violation, in addition to its remedies at law, without proof of actual damages or for the security or posting of any bond in connection with such remedy.

9. Dispute Resolution

9.1. In the event that any dispute arises between the parties (each, a "Dispute"), the parties will use commercially reasonable efforts to discuss the Dispute and attempt to resolve it without the necessity of any formal proceeding. Formal proceedings for the resolution of a Dispute may not be commenced until thirty (30) calendar days after the initial request to negotiate the Dispute has been escalated to senior management. Notwithstanding the foregoing, a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

10. Indemnification.

10.1. Customer shall (i) defend DXC, ServiceNow, and each of their officers, directors and employees against any third party suit, claim, action, or demand (a) alleging that the Customer Data or Custom Application infringes on any valid patent, copyright, or trademark of a third party that is issued or registered in the United States, Canada, Australia, the European Union or Switzerland; and (ii) pay any court-ordered award of damages or settlement amount, and reasonable attorney fees, to the extent caused by such claim.

10.2. Subject to the exclusion set forth below, DXC shall: (i) indemnify, defend and hold harmless Customer and each of its Affiliates and their respective officers, directors, agents, and employees against any third party suit, claim, action or demand ("Claim") alleging (A) that Customer's use of the Subscription Service in accordance with this Agreement infringes any valid patent, copyright or trademark of a third party that is recognized under international conventions or the laws of the United States, Canada, Australia, the European Union or Switzerland; or (B) that DXC personnel caused death, bodily harm or damage to tangible property due to their negligence or willful misconduct; and (ii) pay any costs related to the defense of the Claim, court-ordered award of damages or settlement amount, and reasonable attorney fees, to the extent caused by such Claim. If any portion of the Subscription Service becomes the subject of a Claim, DXC 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 (d) terminate Customer's use of the affected Subscription Service upon thirty (30) 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, DXC shall have no indemnification obligation or liability for any Claim arising in whole or in part from: (i) any use of the Subscription Service which exceeds the authorized use permitted under this Agreement; (ii) Customer Data; (iii) use of the Subscription Service in violation of applicable law; (iv) use of the affected Subscription Service after termination in accordance with Section (d) of this Section 10.2; (v) Custom Applications; (vi) modification to the Subscription Service by any person other than DXC or a person acting at DXC's direction; or (vii) use of the Subscription Service in combination with any hardware, software, application or service made or provided other than by DXC.

10.3. All of the indemnity obligation of DXC and Customer under this Agreement, 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. THIS SECTION 10 (Indemnification) STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY INFRINGEMENT CLAIMS AND ACTIONS.

11. General Provisions

11.1. Assignment. Neither party may assign its right or obligations, 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; (ii) assign this Agreement in its entirety to any company, partnership, or other legal entity which from time to time directly or indirectly Controls, is Controlled by or is under common Control with such party, where "Control" means the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity. Any attempted or purported assignment in violation of this Section 11.1 will be null and void. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.2. 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 nationally recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email, except that email shall not be sufficient for notices of termination. Notices shall be sent to the parties as set forth on the signature page of this Agreement or as otherwise agreed to by the parties in writing.

11.3. Export Compliance. Each party shall comply with United States and foreign export control laws and regulations. Customer acknowledges that the Subscription Services is subject to 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 from, any country that is subject to U.S. export restrictions (currently including, but not necessary limited to, Cuba, Iran, North Korea, Sudan, and Syria); (ii) Customer shall not use the Subscription Service 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 the U.S. export restrictions by any federal agency of the U.S. government.

11.4. Force Majeure. Neither party shall be responsible for any non-payment delay or failure in performance, caused by flood, riot, insurrection, fire, earthquake, strike, communication line failure and power failure, explosion or act of God, death of, or any other force or cause beyond the reasonable control of the party claiming the protection of this paragraph. The party suffering a force majeure event shall use reasonable efforts to mitigate against the effects of such force majeure event.

11.5. Government Procurements. Customer shall communicate to DXC in writing as a condition to procuring services if DXC is required to make available the Subscription Service in connection with a federal, state, or local government procurement.

11.6. Entirety. The Agreement, together with the referenced and/or attached documents, is the final and entire agreement of the parties regarding the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings and negotiations. In the event of any conflict between this Agreement and any referenced and/or attached documents or Order Form(s), Product Overview, or Subscription Service Guide, this Agreement shall govern unless such referenced and/or attached document is signed by both parties and manifests a clear intent to override the terms of this Agreement. 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 shall have no force or effect. In the event DXC and Customer enter into a separate written agreement for the provision of support of the Subscription Service or to perform any other related services, such agreement will govern the terms and conditions of any such support or services, including the allocation of any intellectual property rights. Customer acknowledges that it has not relied on any statement, promise, or representation made or given by or on behalf of DXC or ServiceNow which is not set out in this Agreement, the applicable Order Form, Product Overview, Subscription Service Guide, or Service Description. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

11.7. Waiver and Amendment. No failure or delay by either party in exercising any right, power, or remedy under this Agreement will operate as a waiver of any such right, power or remedy. No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any waiver by either party of any provision of this Agreement will not be construed as a waiver of any other provision of this Agreement, nor will such waiver operate as or be construed as a waiver of such provision respecting any future event or circumstance.

11.8. Non-Solicitation. Customer agrees that, while DXC personnel are performing services that is entered into pursuant to this Agreement, and for a period of twelve (12) months following the termination or expiration of such services, Customer will not, except with DXC’s prior written approval, directly or indirectly through a third party, refer for employment, solicit, hire, or offer employment to any employee or staff member of DXC engaged in any efforts in the provision of the services.

11.9. Governing Law; Venue; Time for Bringing Action. The construction, validity and performance of this Agreement shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts. The application of the Contracts (Rights of Third Parties Act) 1999 under English law is expressly excluded from this Agreement. The prevailing party in an action to enforce this Agreement shall be entitled to costs of bringing the claim and reasonably attorneys’ and experts’ fees and expenses.

11.10. Construction. The Subscription Service shall be provided in the English language unless otherwise agreed. The parties confirm that they have requested that the Agreement and all related documents be drafted in

English at the express wishes of the parties. Capitalized terms not defined herein shall have the meaning set forth or referenced in the Subscription Service Guide. Section headings are for convenience only and are not to be used in interpreting the Agreement.

Exhibit A: Subscription Service Guide

Capitalized terms not defined herein shall have the meaning set forth in the Order Form between DXC and Customer. For the purposes of this Subscription Service Guide, ServiceNow will be responsible for addressing any issues with the Subscription Service that Customer has. To the extent any credits or monetary refunds are due to Customer, as permitted by this Subscription Service Guide, Customer shall reach out to DXC for obtaining any such credits or monetary refunds.

1. Support

During the Subscription Term, ServiceNow shall use all reasonable efforts to resolve Defects (defined below) in the Subscription Service (“Support”). Support does not include implementation services, configuration services, integration services, customization services or other custom software development, support for modification of the ServiceNow Applications by any person other than ServiceNow or a person acting at ServiceNow’s direction; support for Development Materials or Custom Applications; training or “how-to”; assistance with administrative functions; other professional services. To the extent a Defect is caused by Development Materials, Custom Applications, or any other type of non-ServiceNow provided development or enhancement, neither DXC or ServiceNow will be responsible for resolving or correcting such Defects.

A “Defect” means a problem causing the Subscription Service to not conform to the Product Overview and the Documentation. Customer may request Support for a Defect at the online portal <https://hi.service-now.com/> or any successor site. Customer shall, at the time of logging the Defect, classify the Defect in accordance with the table below and ServiceNow shall accept such classification. ServiceNow will use all reasonable efforts to initially respond to the Support request in the following target time frames:

Nature of Defect	Production Instance Target Initial Response Time	Non-Production Instance Target Initial Response Time
Availability Defect	Classified as P1 Defect Within 30 minutes at all times	Classified as P2 Defect Within 2 hours at all times
Critical Defect	Classified as P2 Defect Within 2 hours at all times	Classified as P3 Defect Within 12 hours on ServiceNow business days, excluding holidays
Non-Critical Defect	Classified as P3 Defect Within 12 hours on ServiceNow business days, excluding holidays	Classified as P4 Defect Within 24 hours on ServiceNow business days, excluding holidays
Other	No target initial response time	No target initial response time

2. Upgrades

2.1. Included in Subscription Service. “Upgrades” are ServiceNow’s release of the Subscription Service for repairs, enhancements or new features applied by ServiceNow to Customer’s instances of the Subscription Service at no additional fee during the Subscription Term. ServiceNow shall (i) prior to the release of an Upgrade, work with Customer to reflect agreed proposed enhancements; and (ii) ensure that Upgrades shall not reduce the functionality of the Subscription Service in any material way. ServiceNow has the discretion to provide new functionality either: (i) as an Upgrade; or (ii) as different software or services for a separate fee. ServiceNow determines whether and when to develop, release and apply any Upgrade to Customer’s instances of the Subscription Service. To the extent the provision of any Upgrade causes any Defects in the Subscription Services due to Development Materials, Custom Applications, or any other enhancements or developments not made by ServiceNow, neither DXC or ServiceNow will be responsible for resolving or correcting any such Defects. If needed, Customer will be required to enter into a separate written agreement with DXC, ServiceNow, or another provider of ServiceNow-related support in order to implement any Upgrades that could not be implemented for these reasons.

2.2. Notice of Upgrades; Maintenance Downtime. Subject to the provisions of Section 2.1 above (Upgrades), ServiceNow shall use all reasonable efforts to give Customer thirty (30) days’ notice of any Upgrade to the ServiceNow Applications or the ServiceNow Platform. ServiceNow shall use all reasonable efforts to give Customer ten (10) days’ notice of any Upgrade to the infrastructure network, hardware or software used by

ServiceNow to operate and deliver the Subscription Service if ServiceNow in its reasonable judgment believes that the cloud infrastructure Upgrade may impact Customer's use of its production instances of the Subscription Service. ServiceNow will use all reasonable efforts to limit the period of time during which the Subscription Service is unavailable due to the application of Upgrades to no more than two (2) hours per month ("Maintenance Downtime"). Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade if necessary, in the reasonable judgment of ServiceNow, to maintain the availability, security or performance of the Subscription Service for other ServiceNow customer(s) or the ability of ServiceNow to efficiently provide the Subscription Service to other ServiceNow customer(s).

3. Availability Service Level. If Customer's production instances of the Subscription Service are, on a per production basis, not Available (as defined below) ninety-nine and eight-tenths percent (99.8%) of the time or more in any calendar month ("SLA"), then, without prejudice to Customer's rights set forth in Section 4 (Warranties) and Extreme Failure set forth in Section 4.2(c)(iii), Customer's exclusive remedy for failure of the Subscription Service to meet the SLA is for Customer to request that DXC issue a service credit to Customer in accordance with the remainder of this Section 3 below ("Service Credit"):

Availability Percent	Service Credit
99.79 – 99.75 %	Two percent (2%) of the Monthly Fee
99.74 – 99.65 %	Four percent (4%) of the Monthly Fee
99.64 – 94.01 %	Ten Percent (10%) of the Monthly Fee
94.00 or Less %	Fifteen Percent (15%) of the Monthly Fee

Customer may request DXC to apply the applicable Service Credit to the next invoice for subscription fees. "Available" means that the Subscription Service can be accessed by Customer via a secure password protected web site(s) hosted by ServiceNow, except for: (i) Maintenance Downtime in the amount fewer than two (2) hours per calendar month; and (ii) downtime caused by circumstances beyond ServiceNow's control, including without limitation (a) modifications of the ServiceNow Applications by any person other than ServiceNow or a person acting at ServiceNow's discretion, (b) Custom Applications, (c) a force majeure event, (d) general internet outages, (e) failure of Customer's infrastructure or connectivity; (f) computer and telecommunications failures and delays, (g) network intrusions or denial-of-service or other criminal attacks.

Customer must request all service credits or service extensions in writing to DXC within twenty-five (25) days of the end of the month in which the SLA was not met, identifying the Support requests relating to the lack of Availability. The total amount of service extension or credits for any month may not exceed the subscription fee for the affected Subscription Service for the month, and has no cash value. Customer agrees that DXC may delay issuing service credits until such amounts reach a minimum threshold of two-thousand (\$2,000) US dollars.

4. Escalation Procedures

4.1. Escalation Policy. If Customer determines that an incident merits additional attention, or if any response or follow-up time is not being met, then Customer may escalate the matter to ServiceNow by calling +1-858-345-1828.

4.2. Escalated Incident. Customer may escalate an incident that occurs in either Customer's production or non-production instance pursuant to the Escalation Policy above (an "Escalated Incident"). An Escalated Incident will receive heightened visibility within ServiceNow and ServiceNow management will be notified of the Escalated Incident and updated regularly on the status and efforts to resolve. Customer will receive follow the sun communications from ServiceNow Support personnel four (4) times per Support location (i.e. four times during the US support hours and four times during the overnight support hours) in any 24-hour period until relief for the Escalated Incident has been provided.

EXHIBIT B
SERVICENOW PRIVACY SHIELD POLICY
SEPTEMBER 30, 2016, VERSION 1.1

PRIVACY SHIELD

Policy

Policy #: POL0020153

Effective date: September 30, 2016

Version: 1.1

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1 Scope

ServiceNow, Inc. ("ServiceNow") complies with the EU-U.S. Privacy Shield Framework set forth by the United States Department of Commerce with respect to the collection, use and retention of Personal Data transferred from the European Economic Area ("EEA") to the United States as further described in the Scope section below. This Privacy Shield Policy outlines our commitment to the Privacy Shield Principles (the "*Principles*") and our practices for implementing the Principles. ServiceNow's Privacy Shield certification can be found [here](#). To learn more about the Privacy Shield Framework, please visit the Department of Commerce's dedicated Privacy Shield website, located [here](#).

ServiceNow commits to comply with the Principles with respect to the Personal Data the company receives from its Customers or their Users in the EEA in connection with the use of (i) applications downloaded to a User's mobile device ("*Mobile Applications*"); and (ii) ServiceNow's hosted software applications (the "*Subscription Service*") and related support services ("*Support Services*"), as well as expert services (including professional services, training and certification) (the "*Expert Services*") that we provide to Customers. In this Privacy Shield Policy, the Subscription Service, Support Services and the Expert Services are collectively referred to as the "*Service*."

2 Definitions

For the purposes of this Privacy Policy:

"Controller" means a person or organization which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

"Customer" means any entity that purchases the Service.

"Customer Data" means the electronic data uploaded into the Subscription Service by or for a Customer or its Users.

"Device" means a mobile device.

"Personal Data" means any information, including Sensitive Data, that is (i) about an identified or identifiable individual and (ii) received by ServiceNow in the U.S. from the EEA in connection with the Service.

"Processor" means any natural or legal person, public authority, agency or other body that processes Personal Data on behalf of a Controller.

"Sensitive Data" means Personal Data specifying medical or health conditions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life, the commission or alleged commission of any offense, any proceedings for any offense committed or alleged to have been committed by the individual or the disposal of such proceedings, or the sentence of any court in such proceedings.

"User" means an individual authorized by Customer to access and use the Subscription Service.

3 Types of Personal Data Collected

ServiceNow hosts and processes Customer Data, including any Personal Data contained therein, at the direction of and pursuant to the instructions of ServiceNow's Customers. ServiceNow also collects several types of information from our Customers, including:

- Information and correspondence our Customers and Users submit to us in connection with Expert Services or other requests related to our Service.
- Information we receive from our business partners in connection with our Customers' and Users' use of the Service or in connection with services provided by our business partners on their behalf, including configuration of the Subscription Service.
- Information related to Users' use of the Mobile Applications, including geographic location data and information regarding Users' Devices and OS identification, login credentials, language and time zone.

In addition, ServiceNow collects general information about its Customers, including a Customer's company name and address, credit card information, and the Customer representative's contact information ("General Information") for billing and contracting purposes.

4 Purposes of Collection and Use

ServiceNow may use Personal Data submitted by our Customers and Users as necessary to provide the Service and Mobile Applications, including updating, enhancing, securing and maintaining the Subscription Service and Mobile Applications and to carry out ServiceNow's contractual obligations to its Customers. ServiceNow also obtains General Information in connection with providing the Service and maintaining ServiceNow's relationships with its Customers.

5 Third Party Disclosures

We may disclose Personal Data that our Customers and Users provide to our Service and Mobile Applications:

- To our subsidiaries and affiliates;
- To contractors, business partners and service providers we use to support our Service;
- In the event ServiceNow sells or transfers all or a portion of its business or assets (including in the event of a merger, acquisition, joint venture, reorganization, dissolution or liquidation), in which case Personal Data held by us about our Customers will be among the assets transferred to the buyer or acquirer;
- If required to do so by law or legal process;
- In response to lawful requests from public authorities, including to meet national security, public interest or law enforcement requirements.

6 Access

Individuals in the EEA generally have the right to access their Personal Data. As an agent processing Personal Data on behalf of its Customers, ServiceNow does not own or control the Personal Data that it processes on behalf of its Customers or their Users and does not have a direct relationship with the Users whose Personal Data may be processed in connection with providing the Service. Since each Customer is in control of what information, including any Personal Data, it collects from its Users, how that information is used and disclosed, and how that information can be changed, Users of the Subscription Service should contact the applicable Customer administrator with any inquiries about how to access or correct Personal Data contained in Customer Data. To the extent a User makes an access or correction request to ServiceNow, we will refer the request to the appropriate ServiceNow Customer and will support such Customer as needed in responding to any request.

To access or correct any General Information Customer has provided, the Customer should contact their ServiceNow account representative directly or by using the contact information indicated below.

7 Choice

In accordance with the Principles, ServiceNow will offer Customers and Users choice to the extent it (i) discloses their Personal Data to third party Controllers, or (ii) uses their Personal Data for a purpose that is materially different from the purposes for which the Personal Data was originally collected or subsequently authorized by the Customer or User. To the extent required by the Principles, ServiceNow also will obtain opt-in consent if it engages in certain uses or disclosures of Sensitive Data. Unless ServiceNow offers Customers and Users an appropriate choice, ServiceNow uses Personal Data only for purposes that are materially the same as those indicated in this Policy.

ServiceNow may disclose Personal Data of Customers and Users without offering an opportunity to opt out, and may be required to disclose the Personal Data, (i) to third-party Processors that ServiceNow has retained to perform services on its behalf and pursuant to its instructions, (ii) if it is required to do so by law or legal process, or (iii) in response to lawful requests from public authorities, including to meet national security, public interest or law enforcement requirements. ServiceNow also reserves the right to transfer Personal Data in the event of

an audit or if the company sells or transfers all or a portion of its business or assets (including in the event of a merger, acquisition, joint venture, reorganization, dissolution or liquidation).

8 Liability for Onward Transfer

ServiceNow complies with the Privacy Shield's Principle regarding accountability for onward transfers. ServiceNow remains liable under the Principles if its onward transfer recipients process Personal Data in a manner inconsistent with the Principles, unless ServiceNow proves that it was not responsible for the event giving rise to the damage.

9 Dispute Resolution

If ServiceNow maintains your Personal Data in one of the Services within the scope of our Privacy Shield certification, you may direct any inquiries or complaints concerning our Privacy Shield compliance to privacy@servicenow.com, or in the U.S. or EEA by regular mail as indicated below. ServiceNow shall respond within 45 days. If your complaint cannot be resolved through ServiceNow's internal processes, ServiceNow will cooperate with JAMS pursuant to the JAMS International Mediation Rules, available on the JAMS website at www.jamsadr.com/international-mediation-rules. JAMS mediation may be commenced as provided for in the relevant JAMS rules. The mediator may propose any appropriate remedy, such as deletion of the relevant Personal Data, publicity for findings of non-compliance, payment of compensation for losses incurred as a result of non-compliance, or cessation of processing of Personal Data of the Customer or User who brought the complaint. The mediator, or the Customer or User, also may refer the matter to the U.S. Federal Trade Commission, which has Privacy Shield investigatory and enforcement powers over ServiceNow. Under certain circumstances, Customers and Users may be able to invoke binding arbitration to address complaints about ServiceNow's compliance with the Principles.

10 How to Contact ServiceNow

To ask questions or comment about this Privacy Shield Policy and our privacy practices or if you need to update, change or remove your information, contact us at: privacy@servicenow.com or by regular mail addressed to:

ServiceNow, Inc.
Attn: Privacy
2225 Lawson Lane
Santa Clara, CA 95054

Alternatively, regular mail may also be directed to our European Union-based subsidiary, ServiceNow Nederland B.V., by addressing it to:

ServiceNow Nederland B.V.
Attn: Legal Department
Hoekenrode 3
1102 BR Amsterdam
The Netherlands

11 Document Control Information

Role	Name	Title
Author	Matthew Kelly	Vice President, Senior Corporate Counsel
Owner	Matthew Kelly	Vice President, Senior Corporate Counsel
QC Reviewer	Edward Wu	Quality Manager
Sponsor	Robert Specker	General Counsel

Table 1. Document Control

11.1 Revision History

Revision	Date	Written/Updated by	Section(s)	Summary
1.0	September 30, 2016	Matthew Kelly	All	Initial version of document
1.1	April 7, 2017	Matthew Kelly	Cover and Section 11	Updated Policy#, removed KB reference and updated document control information as part of migration to SURF

Table 2. Revision History

END OF DOCUMENT

