

ADVANCED AI AND DATA PRODUCTS AMENDMENT

This Amendment (the “**Advanced AI and Data Products Amendment**”) modifies the agreement that grants Customer rights to access and use the Subscription Service or Software and any related order forms, use authorizations, addenda, incorporated documents, and amendments (collectively, the “**Agreement**”). In the event of a conflict between the ServiceNow Store terms for an Advanced AI and Data Product or components of an Advanced AI and Data Product downloaded and/or installed via the ServiceNow Store and this Advanced AI and Data Products Amendment, the terms in this Advanced AI and Data Products Amendment will control. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Agreement or the Restricted and Self-Hosted Usage Policy attached hereto and located at <https://www.servicenow.com/upgrade-schedules.html> (or such successor site or related locations designated by ServiceNow).

1. Advanced AI and Data Products Terms

- 1.1. AI Limitations. Artificial intelligence and machine learning are rapidly evolving fields of study. Advanced AI and Data Products may use machine learning models that generate predictions based on patterns in data. Output generated by a machine learning model is probabilistic and should be evaluated for accuracy as appropriate for Customer's use case, including by employing human review of such output. Advanced AI and Data Products may generate incorrect information, produce harmful instructions or reflect biases due to the data or nature of how the model was trained. To the extent permitted by law, and consistent with Federal AI regulations, ServiceNow disclaims all representations and warranties, whether express, implied, statutory, or otherwise, and will have no liabilities or obligations (including to provide any refund, updates, or support) with respect to the output that Customer receives when using the Advanced AI and Data Products.
- 1.2. Ownership. Customer retains all ownership of Customer Data that is processed by the Advanced AI and Data Products. To the extent permitted by law and excluding any ServiceNow Core Technology, Customer owns the output from the Advanced AI and Data Products.
- 1.3. Necessary Rights and Privacy Obligations. Customer agrees that it has all rights necessary to use the Advanced AI and Data Products, including rights to the data Customer submits to any Advanced AI and Data Products. Customer is solely responsible for providing any legally adequate notices to and obtaining any consents from individuals and all third parties for ServiceNow to perform its rights and obligations under the Advanced AI and Data Products Amendment and Restricted and Self-Hosted Usage Policy.
- 1.4. Prohibited Use. Customer will not, and will not allow any third party to, use Advanced AI and Data Products or data from Advanced AI and Data Products to, directly or indirectly, develop or improve a similar or competing product, service, or technology, or as otherwise prohibited in the Documentation.
- 1.5. Integration Hub. Advanced AI and Data Products may consume Integration Hub transactions. Integration Hub transactions are licensed through Integration Hub or Automation Engine packages. An Integration Hub Transaction is defined as any outbound call originating from Integration Hub, Flow Designer, Remote Tables and/or Orchestration. This includes any operation, action, orchestration from Integration Hub,

Remote Tables or Orchestration resulting in an outbound call. Additional annual Transactions require the purchase of a separate Integration Hub package.

- 1.6. Commercial Availability. If a Subscription Service identified in the Restricted and Self-Hosted Usage Policy is provided to Customer prior to general commercial availability as a no-cost trial or demonstration, Customer's access and use of such Subscription Service will terminate on the earlier of: (a) the termination date specified by ServiceNow in a written communication provided to Customer (including via email); (b) the date the Subscription Service becomes commercially available; or (c) the termination of the Agreement. Notwithstanding the foregoing, ServiceNow may extend such access in its sole discretion.
- 1.7. Restricted and Self-Hosted Usage Policy. Use of this Subscription Product is governed by the Restricted and Self-Hosted Usage Policy attached hereto and located at <https://www.servicenow.com/upgrade-schedules.html> (and any successor or related locations designated by ServiceNow), and may be updated by ServiceNow from time to time. The Restricted and Self-Hosted Usage Policy is expressly incorporated herein by reference.
- 1.8. Assists. Assists are measured in production and sub-production instances based on the count of various Actions representing usage of generative AI features in the prior 365 days using defined ratios. A list of Assist Actions and defined ratios that correlate to how many Assists are consumed are set forth in the ServiceNow Assist Overview on ServiceNow's Entitlement Supplements attached hereto and located at <https://www.servicenow.com/products/entitlements-packages.html> (or such successor site or related locations designated by ServiceNow), and may be updated by ServiceNow from time to time. The ServiceNow Assist Overview is attached hereto and expressly incorporated herein by reference, and Customer's continued use of the Subscription Product after any update constitutes Customer's agreement to the updated ServiceNow Assist Overview. Additional annual Assists require the purchase of a separate Assist Pack.
- 1.9. Availability. Certain features and functionality described in the Documentation may not be available or may be delivered in an alternative manner due to use in Customer's Restricted or Self-Hosted environment. Certain features and functionality require connection to the Internet outside of Customer's Restricted or Self-Hosted environment, and these are not available in a Restricted (GCC (FedRAMP), NSC DOD IL5, or Australia IRAP-Protected data centers or other restricted environment) or Self-Hosted environment. Delivery and/or use of new and/or improved features and functionality may be subject to supplemental terms and conditions. The current feature and functionality availability is set forth in the Documentation.
- 1.10. Self-Hosted Customers. Self-Hosted Customers are subject to the following additional terms: The minimum system and hardware requirements as of execution of the Advanced AI and Data Products Amendment are located at ServiceNow's Support Portal (or such successor site or related locations designated by ServiceNow) and may be updated by ServiceNow from time to time. As additional features and functionality become available, additional minimum system and hardware requirements may be required and will be provided to Customer via documentation. Customer is responsible for confirming with ServiceNow that any system or hardware change aligns with ServiceNow's minimum requirements for the Subscription Service.

ServiceNow Assist Overview

Effective June 7, 2024

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1. Now Assist

1.1 Assist

“**Assist**” is a unit used to measure usage of Now Assist capabilities (generally referred to as “skills”) via performed Actions. The total available number of Assists for Customer is defined by Customer’s contract and pooled at the account level. Users of Now Assist will generate an Assist(s) when they execute a given Now Assist skill either as a single Action, or through the combination of multiple Actions. A list of Actions and the number of Assists consumed are set forth in section 1.2.

1.2 Now Assist Actions and Assists Consumed

Actions	Description	Assists Consumed
Alert Analysis	One simplification (or analysis/summary) request (including those invoked manually via UI or automatically)	1
App Generation (Text to App)	One application generated (including metadata supporting the user' application requirement), including applications generated in any interface or channel.	50
Case / Incident / Work Order Summarization	One summarization request (including those invoked via workflow button or workspace configuration)	1
Catalog Item Generation	One catalog item generation request triggered by user	10
Chat Summarization / Post Call Summarization	One summarization request (including those invoked via workflow button or workspace configuration)	1
Custom Capability	One call to an external LLM from a custom feature (skill) using Gen AI Controller	1
Feedback Summarization	One summarization request invoked via workspace to summarize a feedback record.	10
Flow Generation Call or Preview	One flow generation request (including previews) triggered by user to generate a flow from text using NowLLM.	10
Flow Recommendation	One accepted recommendation	1
Knowledge Article Generation	One knowledge article generation request, including knowledge articles generated in any interface or channel.	10
Now Assist Panel Conversation	One conversation in Now Assist Panel. Conversation ends on the earlier of 1 hour of inactivity or change in intent (including execution of a new task)	5
Playbook Generation	One playbook generation call triggered by user to generate a playbook from text.	10
Resolution Note Generation	One resolution note generation request (including those invoked via workflow button or workspace configuration)	1
Search Q&A	One answer card produced in Search results (Global Search or Portal Search)	1

Text to Code Request	One code generation request triggered by user (including requests generated from comment, or function completion)	1
Virtual Agent Conversation	One end-to-end Virtual Agent conversation. Conversation ends on the earlier of 1 hour of inactivity or change in intent	10

RESTRICTED AND SELF-HOSTED USAGE POLICY

Last Updated: May 9, 2024

This Restricted and Self-Hosted Usage Policy apply only to the individual Subscription Service identified below and then only to the extent that Customer accesses and uses any such individual Subscription Services. All capitalized terms not defined in these Restricted and Self-Hosted Usage Policy have the meaning given to them in the agreement that grants Customer rights to access and use the Subscription Service and any related order forms, use authorizations, addenda, incorporated documents, and amendments (collectively, the “**Agreement**”), without regard to the name of the underlying agreement, nor how it refers to its parties or identifies ServiceNow’s Subscription Service. In the event of any conflict between this Restricted and Self-Hosted Usage Policy and the Agreement, or in the event of any conflict between this Restricted and Self-Hosted Usage Policy and the ServiceNow Store terms for the individual Subscription Service identified below or components of the individual Subscription Service identified below downloaded and/or installed via the ServiceNow Store, the Restricted and Self-Hosted Usage Policy will control.

1. Advanced AI and Data Products

- 1.1. Updateability. ServiceNow may non-materially update these Restricted and Self-Hosted Usage Policy terms from time to time, by posting to ServiceNow’s Legal Schedules page located at <https://www.servicenow.com/upgrade-schedules.html> (or any successor page), which will constitute notice to Customer. By continuing to use the applicable Subscription Service after any update, Customer agrees to be bound by the non-materially updated terms.
- 1.2. Advanced AI and Data Products. The following are Advanced AI and Data Products: Generative AI Controller, Now Assist for Creator, Now Assist for Customer Service Management (CSM), Now Assist for Field Service Management (FSM), Now Assist for HR Service Delivery (HRSD), Now Assist for IT Operations Management (ITOM), Now Assist for IT Service Management (ITSM), Now Assist for Platform, and Now Assist for Strategic Portfolio Management (SPM).
- 1.3. Third Party AI-Specific Terms. Customer’s use of any third-party machine learning or artificial intelligence in Advanced AI and Data Products is subject to the additional terms below.

For the avoidance of doubt, any terms and conditions attached or identified below that are inconsistent with Federal law or regulation, such as clauses requiring the Government to indemnify any person or entity or choice of law, are deemed to be stricken.

- 1.3.1. Azure AI Terms. Use of Advanced AI and Data Products that utilize the Azure AI Service is subject to Microsoft terms applicable to the Azure AI Service: (1) Code of Conduct for the Azure OpenAI Service located at <https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct>, (2) the Acceptable Use Policy, High-Risk Use terms, and Medical Device Disclaimer in Microsoft Product Terms located at

<https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all>, (3) Responsible Use, Capacity Limitations, Reverse Engineering, Extracting Data, Use of Content for Training, and Location of Data Processing in Microsoft Generative AI Services terms located at <https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all>, (4) Data Use and Access for Abuse Monitoring in Azure AI Service terms located at <https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure>, (5) Limit on Customer use of service output and Limited Access Services in Azure AI Services terms located at <https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure>, and (6) Other such terms that Microsoft identifies as applicable to Azure AI Services.

- 1.3.2. NVIDIA Terms. Use of Advanced AI and Data Products that utilize the NeMo Foundation family of models requires Customer's compliance with these additional terms:
 - 1.3.2.1. Customer may not use Advanced AI and Data Products for the purpose of developing products or technologies competing with NVIDIA or assisting a third party of such activities. Customer will not use Advanced AI and Data Products or any outputs from Advanced AI and Data Products to improve any large language model.
 - 1.3.2.2. Customer is expressly prohibited from using Advanced AI and Data Products: (a) for surveillance in unauthorized private places, (b) for facial recognition in public places or by law enforcement agencies, (c) for collecting or processing biometric information without the consent of the subject, (d) to conduct activities that infringe on or violate the rights of others, (e) to violate any applicable law including, but not limited to, the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA), Health Insurance Portability and Accountability Act (HIPAA), and China's rules and regulations applicable to generative artificial intelligence services and deep synthesis services.
 - 1.3.2.3. Customer may not use Advanced AI and Data Products provided under this Agreement in a system or application where the use of or failure of such system or application developed or deployed with Advanced AI and Data Products could result in injury, death or catastrophic damage (each, a "**Critical Application**"). Examples of Critical Applications include use in avionics, navigation, autonomous vehicle applications, automotive products, military, medical, life support, or other life or mission critical applications. Neither ServiceNow nor NVIDIA will be liable to Customer or any third party, in whole or in part, for any claims or damages arising from these uses. Customer is responsible for ensuring that systems and applications developed with Advanced AI and Data Products include sufficient safety and redundancy features and comply with all applicable legal and regulatory standards and requirements.
 - 1.3.2.4. Customer may not reverse engineer, decompile, or disassemble Advanced AI and Data Product components, nor attempt in any other

manner to obtain source code of such Advanced AI and Data Product components. Customer may not reverse engineer, decompile or disassemble any portion of the output generated using Advanced AI and Data Products for the purpose of translating such output artifacts to target a non-NVIDIA platform.

- 1.3.2.5. Customer may not change or remove copyright or other proprietary notices in Advanced AI and Data Products.
- 1.3.2.6. Customer may not bypass, disable, or circumvent any technical limitation, encryption, security, digital rights management or authentication mechanism in Advanced AI and Data Products.
- 1.3.2.7. Customer may not distribute or disclose to third parties results of benchmarking, competitive analysis, regression or performance data relating to the Advanced AI and Data Products.
- 1.3.3. StarCoder Terms. Use of Advanced AI and Data Products that utilize a model based on a StarCoder model (model cards located at <https://huggingface.co/bigcode>) requires Customer's compliance with the StarCoder Open RAIL-M v1 license (attached here to and located at <https://huggingface.co/spaces/bigcode/bigcode-model-license-agreement>).
- 1.3.4. Llama 2 Terms. Use of Advanced AI and Data Products that utilize a model based on a Llama 2 model (model card located at https://github.com/facebookresearch/llama/blob/main/MODEL_CARD.md) requires Customer's compliance with the Llama 2 license (located at <https://ai.meta.com/llama/license/>) and acceptable use policy (attached hereto and located at <https://ai.meta.com/llama/use-policy/>).
- 1.3.5. Llama 3 Terms. Use of Advanced AI and Data Products that utilize a model based on a Llama 3 model or Llama-2guard (model card located at https://github.com/meta-llama/llama3/blob/main/MODEL_CARD.md) requires Customer's compliance with the Llama 3 license (attached hereto and located at <https://llama.meta.com/llama3/license/>) and acceptable use policy (attached hereto and located at <https://llama.meta.com/llama3/use-policy/>).

SERVICENOW THIRD PARTY HOSTED PRODUCT ADDENDUM

This addendum (“**Addendum**”), made between the ServiceNow entity (“**ServiceNow**”) and the customer entity (“**Customer**”) identified on the ordering document (“**Order Form**”) sets forth the terms for Customer’s use of the subscription products set forth in the Order Form that use data hosting provided by third-party Sub-Processors (“**3rd Party Hosted Products**”). For Customer’s use of 3rd Party Hosted Products, references in the Agreement to the Subscription Service are modified to refer to the 3rd Party Hosted Products. For the 3rd Party Hosted Products the following provisions replace or supplement the equivalent provisions of the Agreement. If there is any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum control with respect to the 3rd Party Hosted Products. All capitalized terms not defined in this Addendum have the meaning given to them in the Agreement.

1. Notwithstanding anything to the contrary in the DPA or any other data processing agreement or related terms between Customer and ServiceNow, the Sub-Processors for the General Subscription Service and for the provision of data hosting provided by the applicable third-party Sub-Processor as specified at <https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/servicenow-sub-processors.pdf> (“Sub-Processor List”), shall be added to the list of Sub-Processors for purposes of providing the 3rd Party Hosted Products.
2. Customer acknowledges that, for purposes of providing Customer access to certain Subscription Service components and the 3rd Party Hosted Products, Customer Data will be transferred between ServiceNow’s infrastructure, which may include a ServiceNow centralized environment, and the hosting provided by the third-party Sub-Processors contemplated herein. Customer Data processed pursuant to the foregoing may be processed in a different data center region from Customer’s originating instance.
3. Certain aspects of the Subscription Service may not be available via the 3rd Party Hosted Products. The following terms in the Agreement or Order Form shall not apply to the 3rd Party Hosted Products: (i) commitments with respect to data residency, restricted environments, including FedRAMP, NSC DOD IL5, Australia IRAP Protected, Singapore Azure Regulated Market, to Self-hosted customers, or to other restricted environments, (ii) commitments with respect to Customers who opt-in to region-specific Support offerings, including the ServiceNow Protected Platform for the European Union; and (iii) offerings not originating on the ServiceNow Platform, including the ServiceNow Cloud Observability Service.
4. When Customer Data is hosted in the 3rd Party Hosted Products, the relevant terms set forth in the Agreement pertaining to ServiceNow security and data protection program shall apply, except for those generally relating to certifications and attestations as pertaining to the Subscription Service, audits, provided that ServiceNow shall make available such documentation made available by such Sub-Processor to ServiceNow for such purpose to Customer upon request, and certifications for deletion of Customer Data.

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