

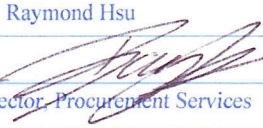
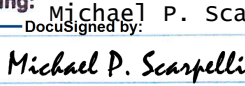
MASTER ORDERING AGREEMENT

MASTER ORDERING AGREEMENT

This Master Ordering Agreement ("**Agreement**") is made as of June 30, 2013 ("**Effective Date**"), between ServiceNow, Inc. ("**ServiceNow**") and the customer ("**Customer**") as set forth below.

This Agreement, together with the referenced and/or attached documents, Order Form(s) (including the Product Overview attached thereto), and the Subscription Service Guide, 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 and negotiations, including, but not limited to, any terms contained in Customer's purchase order.

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.

|                                                                                                                                                               |                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Customer's official name:</b> University of Washington                                                                                                     | <b>ServiceNow, Inc.</b>                                                                                                                                                                                                     |
| <b>Individual signing:</b> Raymond Hsu<br>(print name)<br><b>Signature:</b>  | <b>Individual signing:</b> Michael P. Scarpelli<br>(print name)<br><b>Signature:</b>                                                      |
| <b>Title:</b> Assistant Director, Procurement Services                                                                                                        | <b>Title:</b> CFO                                                                                                                                                                                                           |
| <b>Signing date:</b> 6/30/13                                                                                                                                  | <b>Signing date:</b> 6/30/2013                                                                                                                                                                                              |
| <b>Customer address for notice:</b><br><br>University of Washington<br>4545 15 <sup>th</sup> Ave NE<br>Suite 400<br>Seattle, WA 98105-4527                    | <b>ServiceNow address for notice:</b><br><br>ServiceNow, Inc.<br>4810 Eastgate Mall<br>San Diego, CA 92121<br><br>Attn: General Counsel<br>cc: <a href="mailto:legalnotices@servicenow.com">legalnotices@servicenow.com</a> |

GENERAL TERMS AND CONDITIONS

1. PROVISION OF SERVICES

ServiceNow will make the following purchased services available to Customer, subject to the terms and conditions of this Agreement and each mutually acceptable written ordering document in a form substantially similar to the one attached hereto as Exhibit A signed or otherwise accepted by both Customer and ServiceNow (each, an "**Order Form**") and the product overview attached thereto ("**Product Overview**"), including without limitation: (a) use of the Subscription Service (as defined below); (b) professional services ("**Professional Services**"); and (c) any additional services. "**Subscription Service**" means the ServiceNow platform and ServiceNow applications (ordered by Customer under an Order Form) which are made available 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 for that order.

2. ORDERING

2.1. **SUBSCRIPTION SERVICE.** An Order Form for a Subscription Service 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 locations 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(s). If Customer exceeds its permitted use of the Subscription Service, then, Customer will promptly notify ServiceNow and within thirty (30) days thereafter: (i) disable unpermitted use; or (ii) purchase additional subscriptions. ServiceNow may review Customer's use of the Subscription Service, and if ServiceNow finds that Customer is not in compliance with permitted use of the Subscription Service, ServiceNow will promptly notify Customer of such noncompliance, and if Customer has not discontinued the noncompliant use or purchased additional subscriptions within 30 days of such notice, ServiceNow may suspend Customer's use of the Subscription Service to the extent it exceeds the permitted use.

2.2. **PROFESSIONAL SERVICE.** An Order Form for Professional Services shall specify either or both of: (A) ServiceNow packaged professional services (each offering, a "**Packaged Service**"), as described in one or more service descriptions (if not attached to the Order Form, then as set forth on [www.servicenow.com/schedules.do](http://www.servicenow.com/schedules.do)) ("**Service Description**"); or (B) other Professional Services described in one or more written statements of work in a form substantially similar to the one attached hereto as Exhibit B ("**SOW**") signed by ServiceNow and Customer.

2.3. **MEMBER PRICING.** The Member (as that term is defined in Exhibit C) pricing applicable to the Subscription Services are set forth in Exhibit C attached hereto and incorporated herein by this reference.

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2.4. **PAYMENT TERMS.** Except as expressly set forth in the applicable Order Form or SOW: (a) Subscription Service fees are invoiced annually in advance; (b) Professional Services fees are invoiced on a time and materials basis (including reasonable **"Travel Expenses"** as defined below) monthly in arrears; and (c) Customer shall pay each invoice in full within thirty (30) days after the date of invoice in U.S. dollars. If Customer specifies in an Order Form that it is issuing a purchase order and contract number for such Order Form, then ServiceNow shall reference the applicable Customer purchase order number and contract number on its invoices (solely for administrative convenience) so long as Customer provides the purchase order number and contract number to ServiceNow at least five (5) business days prior to the date of the applicable ServiceNow invoice. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower. Unless in the case of a disputed invoice, if Customer is delinquent in payment of amounts for the services owed hereunder, ServiceNow may give notice to Customer of such delinquency and, in such case, Customer will have thirty (30) days from the date of ServiceNow's written notice to cure the delinquency. If Customer fails to cure the delinquency, ServiceNow may, in addition to its other rights and remedies provided hereunder or at law, terminate or suspend the affected service. ServiceNow may receive reimbursement for travel and other expenses (**"Travel Expenses"**) as authorized in advance by Customer as reimbursable. Customer shall reimburse ServiceNow for reasonable travel-related expenses as may be required by this Agreement, or as authorized in writing, in advance by Customer in accordance with the then-current rules and regulations set forth in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/plotoc.htm>). ServiceNow shall provide a detailed itemization of expenses, including description, amounts and dates, and receipts for amounts of fifty dollars (\$50.00) or more when requesting reimbursement. Such expenses may include: airfare (economy or coach class only), other transportation expenses, lodging and subsistence necessary during periods of required travel. Unless negotiated in advance otherwise, ServiceNow compensation for travel expenses will be according to current State of Washington travel reimbursement rates.

2.5. **INVOICE.** ServiceNow will submit properly itemized and correct invoices via US Mail or, preferably, electronically to:

University of Washington, UW Information Technology, Business and Finance  
Attention: Billing Team  
Box 354844  
4545 15<sup>th</sup> Ave NE, 4<sup>th</sup> Floor  
Seattle, WA 98105  
[uwit-billing@uw.edu](mailto:uwit-billing@uw.edu)

Invoices shall provide and itemize, as applicable:  
Customer Purchase Order Number and Contract Number;  
Vendor name, address, phone number;  
Description of Products or Services, including quantity ordered or provided;  
Date(s) that Products or Services were provided;  
Price for each item;  
Maintenance charges;  
Net invoice Price for each item;  
Applicable taxes;  
Other applicable charges;  
Total invoice Price; and  
Payment terms including any available prompt payment discounts.

2.6. **TAXES.** All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies and similar assessments. Customer agrees to bear and be responsible for the payment of all taxes, duties, tariffs, levies, fees and charges of any kind, including sales, use, excise or value added taxes, and all other similar charges (collectively, **"Taxes"**) which are imposed on transactions under this Agreement by or under the authority of any government body, excluding Taxes based solely upon ServiceNow's net income. Customer shall make all payments required without deduction of any Taxes, except as required by law, in which case the amount payable shall be increased as necessary so that after making any required deductions and withholdings, ServiceNow receives and retains (free from any liability for payment of Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. If Customer is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Customer shall provide a certificate of exemption upon execution of this Agreement and, after receipt of valid evidence of exemption, ServiceNow shall not charge Customer any Taxes from which it is exempt.

### **3. GRANT OF USE RIGHTS; OWNERSHIP; CUSTOMER RESTRICTIONS**

3.1. **SERVICENOW APPLICATIONS.** The Product Overview attached to the Order Form 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"**). To the extent set forth under an Order Form, ServiceNow hereby grants to Customer a non-exclusive, non-transferable, worldwide right during the Subscription Term to access, configure, customize, and use the purchased ServiceNow Applications to automate the business processes supported within the purchased ServiceNow Applications.

3.2. **SERVICENOW PLATFORM.** The Product Overview attached to the Order Form describes the ServiceNow Service Automation Platform (**"ServiceNow Platform"**). To the extent set forth under an Order Form, ServiceNow hereby 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

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(each such automated business process, a "**Custom Application**"). 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: (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 Service; (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.** ServiceNow hereby grants to Customer a non-exclusive, non-transferable, worldwide right during the Subscription Term to access and use the user documentation relating to the operation and use of the Subscription Service at <https://wiki.service-now.com/> or any successor site, as updated by ServiceNow from time to time ("**Documentation**").

3.5. **CUSTOMER DATA.** "**Customer Data**" means the electronic data submitted by Customer or its authorized users to the information systems provided by ServiceNow as part of the Subscription Service. Customer hereby grants ServiceNow a non-exclusive, non-transferable, worldwide right to use Customer Data strictly for the limited purpose of providing the Subscription Service to Customer.

3.6. **SOFTWARE.** ServiceNow may provide ServiceNow software products ("**Software**") for use in connection with the Subscription Service. Any Software is licensed and not sold (even if for convenience ServiceNow makes reference to words such as "sale" or "purchase"), and ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable, non-exclusive license to install and execute the Software on machines operated 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 or Deliverables (as defined in Section 3.10) may include code that is licensed under third party license agreements, including open source, made available or provided with the Software or Deliverables as applicable. Customer will comply with the terms of such third party license agreements.

3.7. **DEVELOPMENT TOOLS.** ServiceNow hereby grants to Customer a non-exclusive, non-transferable, worldwide right during the Subscription Term to download and make a reasonable number of copies, at no additional cost, of the Development Materials (as defined below) for Customer's internal use only; and to use, copy, modify and create derivative works of the Development Materials, in each case solely for Customer's own internal 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 and the applicable Order Form(s). "**Development Materials**" are APIs, development tools, specification, documentation, sample Software code or other development materials that 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 ServiceNow and Customer, all rights, title, and interest in and to all intellectual property rights in the Subscription Service, Software, Development Materials, Documentation and/or ServiceNow Core Technology (as defined in Section 3.10) are owned exclusively by ServiceNow. Except as expressly provided in this Agreement, ServiceNow does not grant Customer (and expressly reserves) any rights, express or implied, or ownership in the Subscription Service, Software, Development Materials, Documentation and/or ServiceNow Core Technology. 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 into the Subscription Service, Software, Development Materials, Documentation and/or ServiceNow Core Technology, any suggestions, enhancements, recommendations or other feedback provided by Customer relating to the Subscription Service, Software, Development Materials, Documentation and/or ServiceNow Core Technology. As between ServiceNow and Customer, all rights, title and interest in and to all intellectual property rights in any Custom Application made solely by Customer shall be owned by Customer, other than intellectual property rights in the Subscription Service, Software, Development Materials, Documentation and ServiceNow Core Technology.

3.9. **RESTRICTIONS.** Customer shall not (and shall not knowingly permit others to): (i) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share the Subscription Service, Software, Development Materials or Documentation, or make any of them available for access by third parties, including without limitation, in the manner of a service bureau or hosted application; (ii) create derivative works based on or otherwise modify the Subscription Service, Software, Development Materials (except as provided in Section 3.7) or Documentation; (iii) disassemble, reverse engineer or decompile the Subscription Service or Software; (iv) 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; (v) use the Subscription Service or Development Materials to provide a service for others; (vi) use the ServiceNow Platform to operate more or different type of applications than permitted under the applicable Order Form; (vii) knowingly use or send viruses or other harmful computer code; (viii) knowingly interfere with the integrity of the Subscription Service or its data; (ix) remove or modify a copyright or other proprietary rights notice on or in the Subscription Service, Software, Development Materials or Documentation; or (x) use the Subscription Service to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner.

3.10. **DELIVERABLES.** Subject to the provisions of this Section 3.10, ServiceNow shall assign to Customer any Newly Created IP (as defined below) in Deliverables upon payment in full by Customer of all amounts due for the Professional Service under which the Deliverable was created. A "**Deliverable**" is a deliverable that is identified in the applicable SOW or Service Description and that is created by

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ServiceNow for Customer in the performance of the Professional Services. **"Newly Created IP"** means intellectual property in any inventions or works of authorship that are made by ServiceNow specifically for Customer in the course of performing Professional Services for Customer, other than ServiceNow Core Technology. **"ServiceNow Core Technology"** means: (a) ServiceNow technology, methodologies and intellectual property (including, without limitation, products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects and documentation (both printed and electronic) existing as of the Effective Date of this Agreement or otherwise arising in whole or in part outside of work under a Professional Service for Customer; (b) any derivatives, improvements, enhancements or extensions of the foregoing, whether or not conceived, reduced to practice or developed during the term of this Agreement or in performance of Professional Services, as applicable; and (c) any intellectual property anywhere in the world relating to any of the foregoing. To the extent (if at all) any ServiceNow Core Technology is incorporated into a Deliverable, ServiceNow grants to Customer a non-exclusive, royalty-free, non-transferable, non-sublicensable worldwide license to use the ServiceNow Core Technology solely to use the Deliverable in connection with the Subscription Service as contemplated under this Agreement during the Subscription Term. Nothing in this Agreement shall be deemed to restrict or limit ServiceNow's right to perform similar Professional Services for any other party or to assign any employees or subcontractors to perform similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

3.11. **CUSTOMER CONDUCT.** Customer is responsible for, without limitation, the following: (a) Customer's implementation of the Subscription Service; (b) protecting the names and passwords of the users to the Subscription Service and preventing and notifying ServiceNow of unauthorized use of the Subscription Service; (c) appointing up to five (5) designated support contacts for purposes of contacting ServiceNow support regarding questions and/or technical issues (**"Authorized Customer Support Contacts"**) and ensuring that the Authorized Customer Support Contacts' information is current in the ServiceNow support portal; (d) the lawfulness and accuracy of all Customer Data submitted by users to the Subscription Service and each user's compliance with terms of this Agreement; (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. **LIMITED SUBSCRIPTION SERVICE WARRANTY.** ServiceNow warrants that during the Subscription Term the Subscription Service, exclusive of Custom Applications and Development Materials, will operate without a Defect (as defined in the Subscription Service Guide which is attached hereto and incorporated into this Agreement by this reference), that causes a material failure of Customer's production instances of the Subscription Service to perform in accordance with the Product Overview or Documentation. Customer's exclusive remedy for breach of this warranty is for ServiceNow to correct or work around the Defect upon request, subject to and in accordance with the procedures and limitations for receiving Support, as defined in the Subscription Service Guide. If the Defect persists in causing a material failure in Customer's production instances of the Subscription Service to conform to the Product Overview or Documentation without correction or work-around forty-five (45) days after written notice to ServiceNow of a warranty claim under this Section 4.1, then Customer may terminate the affected Subscription Service and ServiceNow shall refund to Customer any prepaid subscription fees covering the remainder of the Subscription Term of the affected Subscription Service after the date of termination. This Section 4.1 sets forth Customer's exclusive rights and remedies (and ServiceNow's sole liability) in connection with any Defect or other failure of the Subscription Service to perform in accordance with the Product Overview or Documentation. Unless otherwise provided 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 that is due to a Custom Application, Development Materials, or modifications of the ServiceNow Applications by any person other than ServiceNow or a person acting at ServiceNow's direction.

4.2. **LIMITED PROFESSIONAL SERVICES WARRANTY.** ServiceNow warrants that the Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements set forth in the Service Description or SOW, as applicable. Customer's exclusive remedy for breach of this warranty is to notify ServiceNow in writing of the breach within forty-five (45) days after performance of the non-conforming Professional Services. Upon receipt of such notice, ServiceNow, at its option, shall either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or shall terminate the affected Professional Services and refund to Customer any amounts paid for the affected Professional Services not performed. This Section 4.2 sets forth Customer's exclusive rights and remedies (and ServiceNow's sole liability) in connection with the performance of Professional Services.

4.3. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICENOW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVICENOW SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES, DELIVERABLES, OR DEVELOPMENT MATERIALS WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

**5. SECURITY, CONFIDENTIALITY, AND NON-USE RESTRICTIONS**

5.1. **SECURITY; DATA PRIVACY.** ServiceNow will comply with the provisions of the IT Security and Data Protection and the Business Associate Addendum set forth in Exhibit D and Exhibit E, respectively, which are incorporated herein by this reference.

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5.2. **CONFIDENTIAL INFORMATION.** “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including without limitation: each party’s respective business plans and processes; financial and employee data; proprietary technology and product information and designs; the Subscription Service and Software; and Development Materials. Except as provided below, the terms of this Agreement, Order Form(s) and pricing are Confidential Information of ServiceNow. Confidential Information excludes information that: (i) is or becomes generally known to the public; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation to the Disclosing Party; (iii) is received from a third party without any obligation of confidentiality to a third party or breach of any obligation of confidentiality to the Disclosing Party; or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information.

5.3. **PROTECTION.** The Receiving Party shall: (i) at all times protect the confidentiality of the Disclosing Party’s Confidential Information with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use Confidential Information of the Disclosing Party except to the extent necessary to exercise its rights or fulfill its obligations under this Agreement. To the extent necessary under this Agreement, the Receiving Party may disclose the Confidential Information of the Disclosing Party to the Receiving Party’s employees or contractors who are bound by obligations of confidentiality and non-use and non-disclosure restrictions at least as protective as those set forth herein. In the event of a court order or government regulation compelling disclosure of any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice thereof, and shall reasonably cooperate with the Disclosing Party to seek confidential or other protective treatment. Notwithstanding anything to the contrary herein, ServiceNow acknowledges that Customer is a Washington State agency and is subject to Washington’s public records act, RCW 42.56. Accordingly, the parties agree that if Customer receives a public records request covering information that ServiceNow asserts to be Confidential Information hereunder, Customer’s sole obligation will be to give ServiceNow at least two weeks notice of the request so as to enable ServiceNow to seek an injunction or other court order against disclosure of the asserted Confidential Information. If ServiceNow does not commence proceedings to obtain such an order within two weeks following notice of the public records request, then Customer may release the requested information without further obligation or liability to ServiceNow, whether under this Agreement or otherwise. Each party’s obligations set forth in this Section 5 shall remain in effect during the term and three (3) years after termination of this Agreement. The Receiving Party shall promptly return to the Disclosing Party or destroy (with certification of such destruction provided by the Receiving Party upon request) all Confidential Information of the Disclosing Party in its possession or control upon request from the Disclosing Party. Provisions for the return of Customer Data are set forth in Section 8.3 (Return of Customer Data).

**6. INDEMNIFICATION**

6.1. **SERVICENOW OBLIGATION.** Subject to the exclusions set forth below, ServiceNow shall: (i) defend Customer, its officers, directors and employees against any third party suit, claim, action or demand (“**Claim**”) (A) alleging that Customer’s use of the Subscription Service in accordance with this Agreement infringes any patent, copyright, or trademark of a third party that is issued or registered in the United States, Canada, Australia, the European Union or Switzerland; or (B) to the extent caused by ServiceNow’s negligent or intentional breach of Section 5.3 (Protection) with respect to Customer Data; and (ii) pay any court-ordered award of damages or settlement amount, and attorney fees, to the extent caused by such Claim. If any portion of the Subscription Service becomes the subject of a Claim, ServiceNow may: (a) contest the Claim; (b) obtain permission from the claimant for Customer’s continued use of the Subscription Service; (c) replace or modify the Subscription Service to avoid infringement, if such replacement or modification has substantially the same capabilities as the Subscription Service; or, if the foregoing (a), (b), and (c) are not available on commercially reasonable terms in ServiceNow’s judgment, then (d) terminate Customer’s use of the affected Subscription Service upon forty-five (45) days’ written notice and pay to Customer a refund of any prepaid subscription fees covering the remaining portion of the applicable Subscription Term for the affected Subscription Service after the date of termination. Notwithstanding the above, ServiceNow shall have no indemnification obligation or liability for any Claim to the extent it arises 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 by Customer in violation of applicable law; (iv) use of the affected Subscription Service after termination in accordance with clause (d) of this Section 6.1; (v) Custom Applications; (vi) modifications to the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow’s direction or with ServiceNow’s approval; or (vii) use of the Subscription Service in combination with any hardware, software, application or service made, provided or approved other than by ServiceNow.

6.2. **CUSTOMER OBLIGATION.** Customer shall (i) defend ServiceNow, its officers, directors and employees against any third party Claim to the extent that it alleges that the Customer Data or Custom Application infringes 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 attorney fees, to the extent caused by such Claim.

6.3. **PROCESS.** All of the foregoing indemnity obligations of ServiceNow and Customer are conditioned on the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, the indemnified party giving the indemnifying party, to the extent permissible under applicable law, 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, reasonably assisting in such defense. **SECTION 6 STATES EACH PARTY’S ENTIRE LIABILITY AND THE OTHER PARTY’S EXCLUSIVE REMEDY FOR THIRD PARTY INFRINGEMENT CLAIMS AND ACTIONS.**

**7. LIMITATIONS OF LIABILITY AND DAMAGES**

7.1. **LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING

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RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (3) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED FOR SERVICES PROVIDED HEREUNDER.

**7.2. EXCLUSION OF DAMAGES.** TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COSTS 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 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.

**8. TERM AND TERMINATION**

**8.1. TERM AND TERMINATION.** This Agreement continues until terminated under the terms of this Agreement. Each party may terminate this Agreement in its entirety either: (i) upon thirty (30) days' prior written notice to the other party, if at the time such notice is served there are no Order Forms in effect; or (ii) upon written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either party may terminate the Subscription Service or a Professional 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. Professional Services are separately ordered from the Subscription Service, and are not required for the Subscription Service. A breach by a party of its obligations with respect to Professional Services shall not by itself constitute a breach by that party of its obligations with respect to the Subscription Service even if the services are enumerated in the same Order Form.

**8.2. TERMINATION FOR NON-ALLOCATION OF FUNDS.** It is understood and agreed that any payment obligation of the Customer hereunder, whether direct or contingent, shall extend only to funds appropriated by the State of Washington for the purpose of this Agreement, encumbered for the purpose of the Agreement. ServiceNow acknowledges that (a) the Customer does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Customer; provided however, that failure to timely pay any invoice due under this Agreement shall be considered a material breach permitting ServiceNow to immediately terminate the Agreement in accordance with Section 8 without further obligation, except for the return of any unused prorated, prepaid annual fees covering the remaining portion of the Subscription Term.

**8.3. EFFECT OF TERMINATION OF SERVICE.** Upon expiration or other termination of the Subscription Service for any reason, Customer shall stop using, and ServiceNow shall stop providing, the terminated Subscription Service. (a) If the Subscription Service is terminated by Customer due to ServiceNow's breach, then ServiceNow shall refund to Customer, within thirty (30) 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 Professional Service is terminated by Customer due to ServiceNow's breach, then ServiceNow shall refund to Customer, within thirty (30) days after the effective date of termination, any prepaid amounts for unperformed Professional Service under the applicable SOW or a Service Description. (c) If the Subscription Service is terminated by ServiceNow due to Customer's breach, then Customer shall pay to ServiceNow, 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. (d) Upon expiration or other termination of the Subscription Service for any reason, Customer shall be eligible to request the return of Customer Data in accordance with Section 8.3 (Return of Customer Data).

**8.4. RETURN OF CUSTOMER DATA.** Following the end of the Subscription Term, Customer shall have forty-five (45) days to request a copy of the Customer Data from ServiceNow; and, if requested, ServiceNow shall provide a copy of all Customer Data and will use commercially reasonable efforts to provide that copy within fifteen (15) days in a mutually agreed upon, commercially standard format at no cost to Customer unless ServiceNow determines in its reasonable discretion that the data output is not routine, in which case the parties shall mutually agree on a statement of work for professional services. While ServiceNow is in possession of Customer Data, ServiceNow will continue to follow all data security provisions with respect to Customer Data. After such forty-five (45) day period, ServiceNow shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of the Subscription Service. Alternatively, at the expiration or termination of the Agreement, upon written request from Customer, ServiceNow shall physically dispose Customer Data in accordance with ServiceNow's internal policy and provide Customer with a certificate of destruction..

**8.5. SURVIVAL.** Upon termination of this Agreement for any reason, and without prejudice to Customer's rights under this Agreement, at law, or in equity, Customer shall pay all amounts owed hereunder. Sections 3.8 (Ownership), 3.9 (Restrictions), and 5 (Confidentiality and Non-Use Restrictions) through 9 (General Provisions) of this Agreement, together with any other provision which by its nature should survive, shall survive termination of this Agreement for any reason.

**9. GENERAL PROVISIONS**

**9.1. ASSIGNMENT.** Neither party may assign its rights 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

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entirety to such party's successor; and (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 the 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 9.1 will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

9.2. **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 or regarding a Claim. 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.

9.3. **EXPORT COMPLIANCE.** Each party shall comply with United States and foreign export control laws and regulations. Customer acknowledges that the Subscription Service is subject to the U.S. Export Administration Regulations (the "**EAR**") and that Customer shall comply with the EAR. Without limiting the foregoing, Customer represents and warrants that: (i) Customer is not located in, and shall not use the Subscription Service from, any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria); (ii) Customer shall not use the Subscription Service 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 transactions by any federal agency of the U.S. government.

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

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

9.6. **ENTIRETY.** This 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 have no force or effect. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of ServiceNow which is not set out in this Agreement, the applicable Order Form, Product Overview, Subscription Service Guide, SOW or Service Description. Customer's orders are not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any verbal or written communication about ServiceNow's future plans. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

9.7. **WAIVER AND AMENDMENT.** A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given. Any modification of this Agreement, an Order Form, the Product Overview, the Subscription Service Guide, a SOW or a Service Description must be in writing and signed by authorized representatives of both parties.

9.8. **THIRD PARTIES.** ServiceNow will not subcontract the provision of the Support or Services, in whole or in part, without Customer's prior written approval. ServiceNow agrees to: (i) impose on subcontractors obligations consistent with the terms of the Agreement; and (ii) ensure that subcontractors comply with the Agreement. ServiceNow's use of any subcontractor will not relieve, waive, or diminish any obligation ServiceNow has under the Agreement. ServiceNow is solely responsible for the acts or omissions of subcontractors. In addition, ServiceNow is solely responsible for the payment of any compensation due or allegedly due to subcontractors, and subcontractors may not seek payment (either directly or indirectly) from Customer..

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9.9. **RELATIONSHIP OF THE PARTIES.** The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party. ServiceNow may at any time subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.

9.10. **GOVERNING LAW; VENUE; TIME FOR BRINGING ACTION.** This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the state of New York, without regard to conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, Washington State's Superior Court located in Seattle, Washington, for the purposes of adjudicating any action or proceeding arising under or related to this Agreement. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. No cause of action arising hereunder or relating hereto may be brought more than one (1) year after it first accrues. The prevailing party in an action to enforce this Agreement shall be entitled to costs of bringing the claim and reasonable attorneys' and experts' fees and expenses. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

9.11. **CONSTRUCTION.** The Subscription Service and Professional Services shall be provided in the English language unless agreed otherwise. The parties confirm that they have requested that this Agreement and all related documents be drafted in English at the express wishes of the parties. Les parties ont exigé que le présent contrat et ServiceNow les documents connexes soient rédigés en anglais selon la volonté expresse des 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 this Agreement.

9.12. **PUBLICITY.** The award of this Contract to Vendor is not in any way an endorsement of Vendor or Vendor's Products by Purchaser and shall not be so construed by Vendor in any advertising or other publicity materials. Vendor agrees to submit to Purchaser, all advertising, sales promotion, and other publicity materials relating to this Contract or any Product furnished by Vendor wherein Purchaser's name is mentioned, language is used, or Internet links are provided from which the connection of Purchaser's name therewith may, in Purchaser's judgment, be inferred or implied. Vendor further agrees not to publish or use such advertising, sales promotion materials, publicity, or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of Purchaser (which shall not unreasonably be withheld) prior to such use.

## SUBSCRIPTION SERVICE GUIDE

Capitalized terms not defined herein shall have the meaning set forth in the ordering agreement or the use agreement between Customer and ServiceNow.

### 1. SUPPORT

During the Subscription Term, ServiceNow shall use 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 modifications 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; corrections of immaterial Defects or corrections that will degrade the Subscription Service.

A “**Defect**” means a problem causing the Subscription Service to not conform to the Product Overview and Documentation. Customer may request Support for a Defect at the online portal <https://hi.service-now.com/> or any successor site. ServiceNow or ServiceNow’s authorized reseller, as applicable, will use commercially 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<br>Within 30 minutes at all times                                  | Classified as P2 Defect<br>Within 2 hours at all times                                     |
| Critical Defect     | Classified as P2 Defect<br>Within 2 hours at all times                                     | Classified as P3 Defect<br>Within 12 hours on ServiceNow business days, excluding holidays |
| Non-Critical Defect | Classified as P3 Defect<br>Within 12 hours on ServiceNow business days, excluding holidays | Classified as P4 Defect<br>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 releases 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 has the discretion to provide new functionality either: (i) as an Upgrade, or (ii) as different software or service for a separate fee. ServiceNow determines whether and when to develop, release and apply any Upgrade to Customer’s instances of the Subscription Service.

2.2. **NOTICE OF UPGRADES; MAINTENANCE DOWNTIME.** ServiceNow shall use reasonable efforts to give Customer thirty (30) days’ notice of any Upgrade to the ServiceNow Applications or the ServiceNow Platform. ServiceNow shall use 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 will impact Customer’s use of its production instances of the Subscription Service. ServiceNow will use commercially 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

3.1. **AVAILABILITY.** If the production instances of the Subscription Service are not Available 99.8% of the time in a calendar month, and Customer is running on a Supported Version (the “Availability SLA”), Customer’s sole remedy is to request either a service credit or an extension of the Subscription Term, in each case equal to the dollar value (at Customer’s then current monthly subscription rate) of the number of minutes the Product was not Available in excess of the foregoing percentage. “**Available**” means that the Subscription Service can be accessed by Customer via a secure password protected site(s) hosted by ServiceNow on the world wide web except for (each of the following, an “Excused Event”): (i) Maintenance Downtime; and (ii) downtime caused by circumstances beyond ServiceNow’s control, including without limitation, Customer modifications or configurations, events of Force Majeure, general Internet outages, failure of Customer’s infrastructure or connectivity, computer and telecommunications failures and delays not within ServiceNow’s control, and network intrusions or denial-of-service attacks, provided ServiceNow has implemented commercially reasonable measures to mitigate or prevent such an attack or intrusion.

3.2. **PERFORMANCE.** If the production instances of the Subscription Service do not provide an average Application Server Transaction Response Time of fewer than four (4) seconds in any given month for Users performing day-to-day normal operational tasks such as opening, closing and updating incidents, changes and problems (excluding home page logins, global text searches, queries against system tables and reports) (the “Performance SLA”), Customer’s sole remedy is to request either a service

credit or an extension (at Customer's then current monthly subscription rate) of the Subscription Term, in each case equal to the dollar value of: (a) the number of seconds (or partial seconds) by which the actual monthly average Application Server Transaction Response Time exceeds four (4) seconds, multiplied by (b) five percent (5%) of Customer's then current monthly subscription rate. The Application Server Transaction Response Time service credits or extensions will not apply, and the Performance SLA shall not be deemed to have not been met, if the affected Application Server Transaction Response Time is the result of an Excused Event or if the Product was not Available. "**Application Server Transaction Response Time**" shall mean the time measured and recorded by the Subscription Service on ServiceNow's internal instance logs as "*Response Time*." Application Server Transaction Response Time excludes network and browser response times.

3.3. Customer must request all service credits or service extensions in writing to ServiceNow or ServiceNow's authorized reseller, as applicable, within thirty (30) 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 ServiceNow or ServiceNow's authorized reseller, as applicable, may delay issuing service credits until such amounts reach a minimum threshold of one thousand (\$1,000) U.S. dollars.

**EXHIBIT A**  
**FORM OF ORDER FORM**  
[AS ATTACHED]

**EXHIBIT B**  
**FORM OF STATEMENT OF WORK (SOW)**  
[AS ATTACHED]

**EXHIBIT C**  
**MEMBER PRICING**  
[AS ATTACHED]

## EXHIBIT D

### IT SECURITY AND DATA PROTECTION

This IT Security and Data Protection ("**Exhibit**") is incorporated into the underlying agreement for the purchase of ServiceNow's subscription service between the parties with an Effective Date of June 30, 2013 ("**Agreement**"). Capitalized terms used and not defined in this Exhibit shall have the meaning given to them in the Agreement.

ServiceNow may from time to time effect reasonable modification to the policies and practices described below, without Customer's prior consent, provided that any such modification does not materially reduce the commitments, protections or overall level of service provided to Customer immediately prior to such modification.

#### 1. Definitions. Capitalized terms that are not otherwise defined herein shall have the meaning given to them in the Agreement.

- 1.1. "**Affiliates**" means, as to a party, any corporation or other entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that party. The term "**control**" means the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.
- 1.2. "**Breach**" means the unauthorized acquisition, access, use or disclosure of Customer Data which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to access, use, or retain such information. Breach does not include:
  - (i) Any inadvertent disclosure from an individual who is otherwise authorized to access Customer Data at a facility operated by ServiceNow to another similarly situated individual at the same facility;
  - (ii) Any unintentional acquisition, access, or use of Customer Data by an employee or individual acting under the authority of ServiceNow if: (i) such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with ServiceNow; and (ii) such information is not further acquired, accessed, used or disclosed by or to any person; or
  - (iii) Any unauthorized acquisition, access, use or disclosure of Customer Data to the extent caused by a custom application on a ServiceNow platform created by Customer or modifications of the Subscription Service by Customer.
- 1.3. "**Data Subject**" means an identified or identifiable natural person.
- 1.4. "**Personal Data**" means Customer Data which is comprised of personally identifiable information, protected health, student, or financial information.
- 1.5. "**Security Measures**" means the measures as described in Section 3.1 below.
- 1.6. "**Security Policies**" means ServiceNow's statements of direction for securing company information pertaining to Security Measures and compliance with applicable laws and regulations.
- 1.7. "**Security Procedures**" means the step-by-step actions taken to achieve and maintain compliance with Security Measures.
- 1.8. "**Security Technical Controls**" means ServiceNow's specific hardware, software or administrative mechanisms necessary to enforce Security Measures as methods for addressing security risks to information technology systems and relevant physical locations, or implementing related policies, related to ServiceNow's provision of the Subscription Service to its customers generally. Security Technical Controls specify technologies, methodologies, implementation procedures, and other detailed factors or other processes to be used to implement Security Policy elements for ServiceNow's Subscription Service.
- 1.9. "**Subscription Service**" means the ServiceNow applications and platform delivered as a software as a service (SaaS) offering online via web access designated by ServiceNow made available by ServiceNow to Customer as purchased by Customer.

#### 2. General Provisions

- 2.1. Customer acknowledges that its use of the Subscription Service and compliance with the terms of the Agreement may not ensure compliance with any national, state, local, or foreign law, treaty, and/or regulation applicable to the processing, controlling or transferring of Customer Data ("**Laws**"). Customer represents and agrees that it has an independent duty to comply with any and all Laws applicable to it and that Customer remains fully responsible for the collection of Customer Data, including providing any required disclosures to and obtaining any required consents from Data Subjects, and for the transfer of such data to ServiceNow by way of the Subscription Service. Customer further represents and agrees that it has an independent duty to comply with any and all Laws applicable to it and that neither this Exhibit nor the Agreement shall obligate ServiceNow to comply with any additional Laws not generally applicable to ServiceNow in the delivery of the Subscription Service.
- 2.2. ServiceNow provides for the technical architecture that permits Customer to use and process Customer Data, including any Personal Data collected by it, in the Subscription Service. This includes, without limitation, column level encryption functionality. Access to and use of Subscription Service is restricted to Customer's authorized users ("**Users**") only. Customer shall be responsible for ensuring all Customer Users maintain the security of any passwords, usernames, or other form of authentication involved in obtaining access to the Subscription Service. Usernames and passwords must be uniquely assigned to a specific individual and may not be shared by multiple individuals at any one time or transferred.

### **2.3. Use of, Storage of, or Access to, Customer Data**

ServiceNow shall only use, store, or access Customer Data to the extent necessary to carry out its obligations under the Agreement and in full compliance with any and all applicable laws, regulations, rules, or standards to the extent generally applicable to ServiceNow in providing the Subscription Service.

- 2.3.1. For Customer Data subject to FERPA, ServiceNow will be considered a "school official" with a "legitimate educational interest" as those terms are used in FERPA and its implementing regulations; provided however, that ServiceNow shall have no further obligations than those provided for in the Agreement.

### **2.4. Safeguarding Customer Data**

- 2.4.1. ServiceNow agrees that use, storage, and access to Customer Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. ServiceNow shall implement and maintain safeguards necessary to ensure the confidentiality, availability (subject to the terms of the Agreement), and integrity of Customer Data. If any of these safeguards represent a change to a Subscription Service, these changes shall be implemented by ServiceNow in accordance with ServiceNow's approved field modification process at the time of Subscription Service installation and shall be included in the price of the Subscription Service.

## **3. Technical and Organization Safeguards**

- 3.1. Security Measures. ServiceNow will implement and maintain a security program sufficiently aligned to the current security environment generally applicable to the provision of cloud-based software services, and utilize appropriate administrative, physical, and technical methodologies and safeguards to protect the confidentiality, integrity and availability of the Subscription Service and Customer Data.
- 3.2. Data Centers. ServiceNow agrees that it shall provide the Subscription Service using a SAS 70 Type II certified or ISO27001 certified (or equivalent) data centers.
- 3.3. Customer Data Backup. ServiceNow backs up all Customer Data within Customer's instances nightly and maintains six (6) nightly incremental backups, one (1) full nightly backup, and three (3) weekly backups of such Customer Data. Additionally, ServiceNow backs up all Customer Data within Customer's production instances nightly to a storage location at a separate datacenter and maintains the backups of such production Customer Data for the duration stated herein.
- 3.4. Information Security Policy. As part of its Subscription Service, ServiceNow shall during the term of the Agreement use commercially reasonable efforts to enforce:
- (i) a program of Security Policies, Security Procedures, and Security Technical Controls;
  - (ii) a security incident management program;
  - (iii) a security awareness program;
  - (iv) cloud service continuity and recovery plans, including regular testing;
  - (v) change control procedures; and
  - (vi) procedures to conduct periodic independent security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for timely remediation.
- 3.5. Physical Access. As part of its Subscription Service, ServiceNow shall during the term of the Agreement use commercially reasonable efforts to provide:
- (i) physical protection mechanisms for all information assets and information technology;
  - (ii) facility entry controls to limit physical access to systems that store or process Customer Data;
  - (iii) processes to ensure access to facilities is monitored and restricted on a "need to know" basis; and
  - (iv) controls to physically secure all Customer Data and to properly destroy such information in accordance with the Agreement.
- 3.6. Logical Access. As part of its Subscription Service, ServiceNow shall during the term of the Agreement use commercially reasonable efforts to provide:
- (i) mechanisms for user authentication and authorization in accordance with a "need to know" policy to the ServiceNow systems supporting the Subscription Service;
  - (ii) controls to restrict access to ServiceNow systems for remote users, contractors and service providers;
  - (iii) timely and accurate administration of user account and authentication management for the ServiceNow systems;
  - (iv) processes to ensure assignment of unique identification to each person with computer access;

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- (v) processes to ensure ServiceNow-supplied defaults for passwords and security parameters are changed and appropriately managed on an ongoing basis;
  - (vi) mechanisms to track all access to Customer Data by unique identification;
  - (vii) mechanisms to encrypt or hash all passwords; and
  - (viii) a process to revoke access rights of inactive accounts or terminated/transferred Users.
- 3.7. Security Architecture and Design. As part of its Subscription Service, ServiceNow shall during the term of the Agreement use commercially reasonable efforts to provide:
- (i) a security architecture that reasonably ensures delivery of the Security Measures;
  - (ii) functionality in the Subscription Service that enables Customer to encrypt Customer Data in Customer-created fields;
  - (iii) processes to ensure regular testing of security systems and procedures;
  - (iv) a system of industry standard firewall(s) and intrusion detection technologies to protect Customer Data; and
  - (v) database and application layer design processes intended to ensure ServiceNow applications are designed to protect the Customer Data that is collected, processed, used, stored, accessed, and transmitted through such systems.
- 3.8. System and Network Management. As part of its Subscription Service, ServiceNow shall during the term of the Agreement use commercially reasonable efforts to maintain:
- (i) processes to assess the need for security patches and to implement same;
  - (ii) processes to monitor, analyze, and respond to security alerts;
  - (iii) appropriate network security design elements that provide for segregation of data;
  - (iv) the use and regular update of anti-virus software; and
  - (v) processes to regularly maintain, manage and protect the installed software.
- 3.9. Penetration Tests. Customer may request to perform, at its own expense, an application penetration test of the Subscription Service, which shall be no more than once per year. Customer must notify ServiceNow in advance of any tests by submitting a request using ServiceNow's online support portal and completing a penetration testing agreement. 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 ServiceNow's day-to-day operations. Customer shall be entitled to notify ServiceNow should Customer detect any vulnerability. Upon such notice, ServiceNow shall use all commercially reasonable efforts to promptly make any necessary changes to secure the Subscription Service.
- 3.9.1. ServiceNow shall perform an independent penetration test of the Subscription Service on an annual basis. ServiceNow will provide redacted results upon request to the Customer subject to Customer's obligations of confidentiality under the Agreement.
- 3.9.2. ServiceNow shall use all commercially reasonable efforts to mitigate and remediate any vulnerability found in reasonable timeframe.

**4. Breach Notification and Mitigation**

- 4.1. Unless notification is delayed by a law enforcement agency, ServiceNow shall report, both orally and in writing, to Customer any Breach or suspected Breach within twenty four (24) hours of discovery. ServiceNow and the Customer shall promptly designate a knowledgeable contact person from the respective security offices to whom ServiceNow and the Customer will direct all inquiries, communication, and responses related to any Breach. ServiceNow shall provide timely status report to the Customer on Breach response activities, either on a daily basis or a frequency approved by the Customer and ServiceNow.
- 4.2. ServiceNow shall promptly take such actions as may be necessary to eliminate the cause of the Breach.
- 4.3. In the event of a Breach caused by ServiceNow, ServiceNow agrees to use commercially reasonable efforts to promptly take reasonable corrective measures to prevent future Breaches. The Customer may discontinue any service or products provided by ServiceNow until the Customer, in its sole discretion, determines that the cause of the Breach has been sufficiently mitigated. Any Breach may be grounds for immediate termination of the Agreement by the Customer.
- 4.4. In the event of a Breach, ServiceNow will coordinate all media, law enforcement, or other Breach notification with the Customer at least five (5) calendar days prior to such notifications, unless expressly prohibited by law, and further provided that ServiceNow shall provide Customer with reasonable advance written notification.
- 4.5. To the extent the Customer, in its sole discretion, deems warranted – whether in accordance with applicable Washington law or federal law – the Customer may provide notice to any and all Data Subjects, about their Personal Information included in Customer Data that is impacted by a Breach.

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- 4.6. The Customer is independently and solely responsible for determining if regulatory bodies or enforcement commissions applicable to the Customer or Customer Data need to be notified of a Breach.

**5. Forensics Analysis**

- 5.1. Unless prevented by applicable Laws or law enforcement, and provided that Customer at all times complies with its obligations of confidentiality and non-disclosure under the Agreement, ServiceNow shall:
- 5.1.1. If requested by Customer, ServiceNow will provide timely access to all forensic related reports produced related to an incident involving a Breach.
  - 5.1.2. If requested by Customer, ServiceNow will provide a preliminary forensics report or final forensics report on a timely basis and in no event more than three (3) calendar days after issuance, whichever occurs first.
  - 5.1.3. ServiceNow will retain and preserve all evidence in its original form and format, which may include reports and analyses, screen shots, network surveillance data and all print outs therein, system images, and other such forensic evidence, of a Breach investigation related to Customer Data.
  - 5.1.4. ServiceNow shall, upon Customer's written request, make available to Customer a copy of the electronic evidence that was preserved and copies of all related evidence sufficient to permit Customer to use their own forensic equipment and tools to review and understand such evidence.

**6. Off-Shore Storage**

- 6.1. ServiceNow will notify the Customer if data is to be moved to a location outside of the United States. Access to Customer instances will be done by ServiceNow personnel in the course of normal operational duties and data shall reside in facilities located within the United States; provided however, that this prohibition shall not apply to the provision of technical support services by ServiceNow personnel located in ServiceNow United Kingdom and Netherlands-based support centers. Any changes to the hosting environment involving physical relocation of data will require a 30-day notice to the Customer. Customer reserves the right approve physical relocation of data to a location outside of the United States. If Customer does not approve, Customer has the right to cancel the Agreement immediately upon 30 days' written notice to ServiceNow.

**Survival; Order of Precedence.** This Exhibit shall survive the expiration or earlier termination of the Agreement. In the event the provisions of this Exhibit conflict with any provision of the Agreement, or ServiceNow's warranties, support contract, or service level agreement, the provisions of this Exhibit shall prevail.

## EXHIBIT E

### BUSINESS ASSOCIATE ADDENDUM

Pursuant to HIPAA (as defined below), this ServiceNow Business Associate Addendum ("**Addendum**") is entered into by ServiceNow, Inc. ("**Business Associate**") and **University of Washington** ("**Covered Entity**"). This Addendum is incorporated into the underlying agreement for the purchase of the ServiceNow Subscription Service (as defined below) between the parties with an Effective Date of June 30, 2013 ("**Agreement**"). Covered Entity acknowledges that the Addendum and the obligations set forth herein shall only apply to Business Associate to the extent the services provided by Business Associate are covered by the regulatory requirements set forth below.

3.4. **Definitions.** Unless the context clearly indicates otherwise, capitalized terms in this Addendum shall have the same meanings as set forth in HIPAA and the regulations thereunder, or the Agreement.

- (a) **"Breach"** means the acquisition, access, use or disclosure of PHI in a manner not permitted under HIPAA that compromises the security or privacy of such PHI, as provided in 45 CFR Part 164.402.
- (b) **"Customer Data"** means the electronic data submitted by Customer or its authorized users to the information systems provided by ServiceNow as part of the Subscription Service(as defined below).
- (c) **"Electronic Media"** shall have the meaning set forth in 45 C.F.R. §160.103.
- (d) **"Electronic Protected Health Information" or "ePHI"** means PHI that is transmitted by Electronic Media or maintained in Electronic Media.
- (e) **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, and any subsequent, updated, amended or revised provisions, including but not limited to, the Privacy and Security Rules. For purposes of this Agreement, HIPAA is also defined to include the HITECH Act, Title XIII, subtitle D, of the American Recovery and Reinvestment Act of 2009, codified at 42 U.S.C. § 17921 et seq.
- (f) **"PHI"** means Protected Health Information as defined under HIPAA.
- (g) **"Privacy Rule"** means the Privacy Rule as defined by the Department of Health and Human Services and set forth in the regulations at 45 C.F.R. §§160 and 164, including all amendments thereto.
- (h) **"Security Rule"** shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. §160 and Subparts A and C of §164.
- (i) **"Subscription Service"** means the ServiceNow applications and platform delivered as a software as a service (SaaS) offering online via web access designated by Business Associate and made available by Business Associate to Covered Entity as purchased by Covered Entity under the Agreement.
- (j) **"Unsecured PHI"** means PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology as may be specified from time to time by the Secretary of Health and Human Services.

#### 3.5. **General Provisions**

- 2.1 This Addendum is intended to ensure that Business Associate will establish and implement appropriate safeguards for PHI that Business Associate may receive, use or disclose in connection with the Subscription Services.
- 2.2 This Addendum also reflects federal breach notification requirements imposed on Covered Entity and Business Associate when Unsecured PHI is acquired by an unauthorized party and the then current privacy and security provisions imposed on business associates.
- 2.3 The parties agree to amend this Addendum as necessary to comply with the Privacy Rule, the Security Rule, and such other regulations promulgated by the Secretary of Health and Human Services pursuant to HIPAA.

#### 3.6. **Scope of Use and Disclosure**

- 3.1 Covered Entity acknowledges and agrees that Business Associate may access Covered Entity's Customer Data only for the limited purpose of providing and only as needed to provide the Subscription Service to Covered Entity.
- 3.2 Business Associate agrees to receive, use or disclose PHI only as necessary to provide the Subscription Service; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. §164.504(e), if the use or disclosure would be done by Covered Entity.
- 3.3 Except to the extent necessary to carry out its obligations under the Agreement including, without limitation the provision of technical support, Business Associate or its agents or subcontractors shall not perform any services outside of the United States of America that involve access to, or the disclosure of, PHI without the prior written consent of Covered Entity.
- 3.4 Except as otherwise limited herein, Business Associate may use or disclose PHI:
  - (a) For Business Associate's proper management and administrative services;

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- (b) To carry out any present or future legal responsibilities of Business Associate; and
  - (c) To carry out Business Associate's obligations under the Agreement.
- 3.5 **Availability of Books and Records.** Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity, or created or received on behalf of Covered Entity, available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the Covered Entity and Business Associate's compliance with the HIPAA standards.
- 3.7. **Safeguards for Securing ePHI**
- 4.1 In accordance with the Security Rule, Business Associate agrees to:
  - (a) Implement and maintain the appropriate administrative safeguards set forth at 45 C.F.R. §164.308, the physical safeguards set forth at 45 C.F.R. §310, and the technical safeguards set forth at 45 C.F.R. §164.312 to reasonably and appropriately protect the confidentiality of the Covered Entity's Customer Data which may contain ePHI to the extent required by the HIPAA Security Rule; and
  - (b) Require that any agent, including a subcontractor, to whom it provides such Customer Data which may contain ePHI agrees to implement reasonable and appropriate safeguards to protect the ePHI.
- 4.2 Business Associate will document and maintain these safeguards during the term of the Agreement.
- 3.8. **Obligations of Covered Entity**
- 5.1 Covered Entity shall:
  - (a) Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with the Privacy Rules, as well as any changes to such notice;
  - (b) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to under the Privacy Rule to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Addendum; and
  - (c) Provide Business Associate with any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation affects Business Associate's permitted or required uses and disclosures under this Addendum.
- 5.2 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity.
- 5.3 Covered Entity shall restrict the access and use of the Subscription Service to its authorized users only. Covered Entity shall be responsible for ensuring all Covered Entity's users maintain the security of any passwords, username, or other form of authentication involved in obtaining access to the Subscription Service. Usernames and passwords must be uniquely assigned to a specific individual and may not be shared by multiple individuals at any one time or transferred.
- 5.4 Covered Entity shall use the Subscription Service's column-level encryption feature for all Customer Data containing PHI.
- 5.5 Covered Entity agrees that to the extent Covered Entity fails to fulfil its obligations under Subsections 5.1, 5.2, 5.3 and 5.4 above, it shall indemnify, defend, and hold harmless Business Associate and its affiliates, employees, agents, contractors, assigns, licensees, and successors in interest ("Indemnified Parties") from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) to the extent that they result from any claim or allegation against any Indemnified Party arising from Covered Entity's failure to fulfil such obligations. Business Association will provide Covered Entity with notice of any such claim or allegation, and will have the right to participate in the defense of any such claim at its expense.
- 3.9. **Breach Notification**
- 6.1 The Business Associate agrees that, unless notification is delayed by a law enforcement agency, Business Associate agrees to report to Covered Entity any Breach of Covered Entity's Customer Data that includes Unsecured PHI within twenty-four (24) hours of actual discovery. Business Associate shall provide, to the extent practicable, information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. §164.404(c) at the time of notification or promptly thereafter as information becomes available. Notwithstanding the foregoing, Covered Entity acknowledges and agrees that Business Associate does not review and does not analyse the content of the Customer Data in the normal course of operating the Subscription Service.
- 3.10. **Mitigation**
- 7.1 In the event of a Breach caused by Business Associate, Business Associate agrees to use commercially reasonable efforts to promptly take reasonable corrective measures to prevent future Breaches.
- 3.11. **Term and Termination**

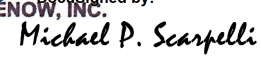
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- 8.1 This Addendum shall be in effect as of the Effective Date and shall continue until the Agreement has expired or been terminated. Upon expiration or termination, Business Associate shall return or destroy Customer Data in accordance with the procedure set forth in the Agreement.
- 8.2 Covered Entity may terminate this Addendum and the Agreement upon thirty (30) days' written notice to Business Associate if Business Associate has breached a material term of this Addendum and such breach is not cured within such thirty (30) day period.
- 3.12. **Miscellaneous**
- 9.1 This Addendum constitutes the entire agreement between the parties related to the subject matter of this Addendum. It supersedes all prior negotiations, discussions, representations or proposals, whether oral or written. This Addendum may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this Addendum, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.
- 9.2 Except to the extent pre-empted by federal law, this Addendum shall be governed by and construed in accordance the same internal laws as that of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Effective Date.

COVERED ENTITY

By:   
 Name: Raymond Hsu  
 Title: Assistant Director, Procurement Services  
 Date: 6/30/13

DocuSigned by:  
 SERVICENOW, INC.  
 Michael P. Scarpelli  
 By:   
 Name: Michael P. Scarpelli  
 Title: CFO  
 Date: 6/30/2013