City and County of San Francisco
Office of Contract Administration
Purchasing Division

First Amendment

THIS **First** AMENDMENT ("Amendment") is made as of August 1, 2025, in San Francisco, California, by and between **Carahsoft Technology Corporation** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses"; and

WHEREAS, Contractor was selected pursuant to San Francisco Administrative Code Section 21.30 pursuant to waiver OCAWVR0011356 granted by the Office of Contract Administration, and this Amendment is consistent with that waiver; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code because there are no services to be performed in this agreement and, as such, there is no Local Business Enterprise ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, this Agreement is for software products and maintenance (as defined by the 2023 PSC Policy of the Civil Service Commission) and, as such, is exempt from Civil Service Commission review;

WHEREAS, this Amendment is consistent with an approval obtained from the City's Board of Supervisors under [insert resolution number] approved on [insert date of Board action] in the amount of $28,300,000 for the period commencing September 1, 2022 and ending August 31, 2029; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of $100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

Now, THEREFORE, the parties agree as follows:

Article 1   Definitions

The following definitions shall apply to this Amendment:

1.1   **Agreement.** The term "Agreement" shall mean the Agreement dated October 1, 2022 between Contractor and City, as amended by the:

1.2   **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3   **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2   Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1   Article 2 Term of the Agreement. Article 2 Term of the Agreement of the Agreement currently reads as follows:

2.1   **Term of the Agreement.** The term of this Agreement shall commence on September 1, 2022 and expire on August 31, 2025, unless earlier terminated as otherwise provided herein. Contractor shall not begin performance of its obligations under this Agreement until it receives written notice from City that it may do so, which notice shall be in accordance with Section 3.1 "Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation". The written notice shall clearly identify the goods and/or services that will be rendered pursuant to it.

2.2   **Options to Renew.** The City has two (2) options to renew the Agreement for a period of two (2) years' each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

__Such section is hereby amended in its entirety to read as follows:__

2.1   **Term of the Agreement.** The term of this Agreement shall commence on September 1, 2022 and expire on August 31, 2029, unless earlier terminated as otherwise provided herein. Contractor shall not begin performance of its obligations under this Agreement until it receives written notice from City that it may do so, which notice shall be in accordance with Section 3.1 "Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-

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Appropriation". The written notice shall clearly identify the goods and/or services that will be rendered pursuant to it.

2.2 3.3 Compensation. Section 3.3.1 Payment of the Agreement currently reads as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Products, Services and/or Licensed Software completed in the immediately preceding month, unless a different schedule is set out in Appendix E, "Calculation of Charges." Compensation shall be made for Products, Services and/or Licensed Software identified in the invoice that the Director of the Department of Technology, or her designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed 9,847,096 [nine million, eight hundred forty-seven thousand and ninety-six dollars]. The breakdown of charges and payment terms associated with this Agreement appears in Appendix E, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Products, Services and/or Licensed Software completed in the immediately preceding month, unless a different schedule is set out in Appendix E, "Calculation of Charges." Compensation shall be made for Products, Services and/or Licensed Software identified in the invoice that the Director of the Department of Technology, or her designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed $28,300,000 [Twenty Eight Million Three Hundred Thousand Dollars]. The breakdown of charges and payment terms associated with this Agreement appears in Appendix E, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

2.3 **Appendices B, C, D and E.** Appendices B, C, D and E are hereby replaced in their entirety by Appendix Appendices B, C, D and E attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendices B, C, D and E in any place, the true meaning shall be Appendices B, C, D and E attached hereto, which are corrected and updated versions.

2.4 **Appendices H, I, J, K, L and M.** Appendices H, I, J, K, L and M are attached to this Amendment and fully incorporated within the Agreement.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Section 4.3 Qualified Personnel.** *Section 4.3 of the Agreement is replaced in its entirety to read as follows:*

4.3   Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule

3.2   **Section 1.42 Confidential Information.** *The following Section 1.42 is hereby added to the Agreement as a Definition in Article 1:*

1.42   "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

3.3   **Section 4.6 Assignment.** *Section 4.6 of the Agreement is replaced in its entirety to read as follows:*

4.6   Assignment. Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

3.4   **Section 7.3 Withholding.** *Section 7.3 of the Agreement is replaced in its entirety to read as follows:*

7.3   **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

3.5   **Section 10.4 Consideration of Salary History.** *Section 10.4 of the Agreement is replaced in its entirety to read as follows:*

10.4   **Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in

determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

3.6   **Article 13 Data and Security. Article 13 is hereby replaced in its entirety to read as follows:**

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

> **13.1.1 Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

> **13.1.2 City Data; Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 (Reserved) Payment Card Industry Requirements.

13.3   Business Associate Agreement. This Agreement may require the exchange of information covered by the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). A Business Associate Agreement ("BAA") executed by the Parties is attached as Appendix A.

13.4 Management of City Data.

> **13.4.1 Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the

Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5. Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring.] The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

Article 4   Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after "the date of this Amendment.

Article 5   Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
Recommended by:

_____
Michael Makstman
CIO, Executive Director
Department of Technology

Approved as to Form:

David Chiu
City Attorney

By: _____
    William Sanders
    Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract
Administration, and Purchaser

By: _____

CONTRACTOR
Carahsoft Technology Corporation

_____
Kristina Smith
Director of Contracts
11493 Sunset Hills Road
Suite 100
Reston, VA 20190

City Supplier Number: 0000023400

Attached Appendices:
B – Data Security Addendum
C – Data Programming Addendum
D – Customer Support Addendum
E – Calculation of Charges
H – Government Community Cloud
I – GenAI (GCC)
J – GenAI (Commercial)
K – Learning Credits
L – Upgrade Policy
M –ServiceNow Store Terms of Use

Appendix B
Data Security Addendum

1. SECURITY PROGRAM

While providing the Subscription Service, ServiceNow will ensure there is a written information security program of policies, procedures and controls aligned to the ISO27001 Series, or substantially equivalent standard, governing the processing, storage, transmission and security of Customer Data (the "**Security Program**"). The Security Program will include industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. ServiceNow updates the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats, provided that no such update will materially reduce the overall level of commitments or protections provided to Customer as described herein.

1.1 SECURITY ORGANIZATION. There will be a Chief Information Security Officer, or equivalent executive, that is designated as responsible for coordinating, managing, and monitoring the information security function, policies, and procedures.

1.2 POLICIES. The information security policies will be: (i) documented; (ii) reviewed and approved by management, including after material changes; and (iii) published, and communicated to personnel, and contractors, including appropriate ramifications for non-compliance.

1.3 RISK MANAGEMENT. There will be information security risk assessments performed as part of a risk governance program that is established with the objective to regularly test, assess and evaluate the effectiveness of the Security Program. Such assessments will be designed to recognize and assess the impact of risks and implement identified risk reduction or mitigation strategies to address new and evolving security technologies, changes to industry standard practices, and changing security threats.

2. CERTIFICATIONS AND AUDITS

2.1 CERTIFICATIONS AND ATTESTATIONS. ServiceNow will establish and maintain sufficient controls to meet certification and attestation for the objectives stated in ISO27001, ISO27018, SSAE 18 / SOC 1 and SOC 2 Type 2 (or equivalent standards) for the Security Program. At least once per calendar year, an assessment against such standards and audit methodologies by an independent third-party auditor will be obtained for environments where Customer Data is stored.

2.2 AUDIT. ServiceNow will allow for and contribute to audits that include inspections by granting Customer access to reasonable and industry recognized documentation evidencing the policies and procedures governing the security and privacy of Customer Data and the Security Program through a self-access documentation portal ("**ServiceNow CORE**") and at no additional costs ("**Audit**"). The information available in ServiceNow CORE will include documentation evidencing the Security Program, inclusive of the privacy policies and procedures regarding Personal Data Processed, as well as copies of certifications and attestation reports (including audits) listed above. To the extent that Customer has not reasonably been able to satisfy its audit requirements by following the procedure outlined in this Clause, ServiceNow

will provide Customer with such further assistance as may reasonably be required (in accordance with the assistance obligations described herein) to substantially satisfy such requirements.

2.3 OUTPUT. Upon Customer's request, ServiceNow and Customer may schedule a mutually convenient time to discuss the Audit. In the event the Audit has any findings of material noncompliance with the Data Processing Addendum or this Data Security Addendum ("**DSA**"), then ServiceNow will promptly address such findings of noncompliance. ServiceNow may, in its sole discretion and consistent with industry and ServiceNow's standards and practices, make commercially reasonable efforts to implement Customer's suggested improvements noted in the Audit to improve ServiceNow's Security Program. The Audit and the results derived therefrom are Confidential Information of ServiceNow.

3. PHYSICAL, TECHNICAL, AND ORGANIZATIONAL SECURITY MEASURES

3.1 PHYSICAL SECURITY MEASURES.

3.1.1. DATA CENTER FACILITIES. The data center facilities will include: (1) physical access restrictions and monitoring that will include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter deterrents (e.g. fencing, berms, guarded gates), on-site guards, biometric controls, CCTV, and secure cages; and (2) fire detection and fire suppression systems both localized and throughout the data center floor.

3.1.2. MEDIA. For deletion of data, an industry standard such as NIST 800-88 (or substantially equivalent) will be used for the deletion of sensitive materials, including Customer Data, before final disposition of such media.

3.2 TECHNICAL SECURITY MEASURES.

3.2.1. ACCESS ADMINISTRATION. Access by personnel to Customer Data will be conducted in a manner that: (i) is protected by authentication and authorization mechanisms; (ii) requires personnel to be assigned a unique user account; (iii) restricts the sharing of individual user accounts; (iv) requires strong authentication with complex passwords; (v) ensures accounts are lock-out enabled; (vi) requires access over a VPN; (vii) requires access privileges be based on job requirements limited to that necessary for the applicable personnel to undertake their duties; (viii) ensures access is revoked upon termination of employment or consulting relationships; and (ix) requires access entitlements be reviewed by management quarterly.

3.2.2. LOGGING AND MONITORING. The production infrastructure log activities will be centrally collected, secured in an effort to prevent tampering, and monitored for anomalies by a trained security team.

3.2.3. FIREWALL SYSTEM. Firewall technology will be installed and managed to protect systems and inspect ingress connections. Managed firewall rules will be reviewed in accordance with then-current operating procedures, which will be reviewed no less frequently than quarterly.

3.2.4. VULNERABILITY MANAGEMENT. Vulnerability scans will be performed within the environment to determine potential vulnerabilities in accordance with then-current security operating procedures, which will be at least quarterly. When software vulnerabilities are revealed

and addressed by a vendor patch, the patch will be obtained from the applicable vendor and applied within an appropriate risk-based timeframe in accordance with the then-current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in production systems.

3.2.5. ANTIVIRUS. Antivirus, anti-malware, and anti-spyware software will be updated on regular intervals and centrally logged.

3.2.6. CHANGE CONTROL. Changes to the environment will be reviewed to minimize risk. Such changes will be implemented in accordance with then-current standard operating procedure.

3.2.7. CONFIGURATION MANAGEMENT. Standard hardened configurations for the system components within the environment will be maintained using industry standard hardening guides, such as guides from the Center for Internet Security.

3.2.8. DATA ENCRYPTION IN TRANSIT. Industry standard encryption will be used to encrypt Customer Data in transit over public networks.

3.2.9. DATA ENCRYPTION AT REST. The encryption of Customer Data at rest will be determined by Customer and, if encrypted, will be encrypted as determined by Customer according to the applicable offerings.

3.2.10. ILLICIT CODE AND SECURE SOFTWARE DEVELOPMENT. ServiceNow will follow the secure software development and code review practices described in this section to prevent harm from malware, such as from viruses, worms, date bombs, time bombs, or shut down devices. Software will be developed using secure application development policies and procedures aligned with industry standard practices such as the OWASP Top Ten (or a substantially equivalent standard). Personnel responsible for secure application design and development will receive appropriate training regarding secure application development practices.

3.2.11. SECURE CODE REVIEW. A combination of static and dynamic testing of code will be performed prior to the release of such code to Customers. Vulnerabilities will be addressed in accordance with the then-current software vulnerability management program. To address vulnerabilities where code has been made available to Customers, software patches will be regularly made available to Customers.

3.3 ORGANIZATIONAL SECURITY MEASURES.

3.3.1. PERSONNEL SECURITY. Background screening will be performed on all employees and all contractors who have access to Customer Data in accordance with applicable standard operating procedure and subject to applicable Law.

3.3.2. SECURITY AWARENESS AND TRAINING. Security and Privacy awareness training and education will be provided to employees and contractors who have access to Customer Data. Such training will be conducted at time of hire and at least annually throughout employment.

3.3.3. VENDOR RISK MANAGEMENT. Any vendor that accesses, stores, processes or transmits Customer Data will be assessed to ensure it has appropriate security and privacy controls.

3.3.4. SOFTWARE AND ASSET INVENTORY. An inventory of the software components (including, but not limited to, open-source software) used in the environment will be maintained.

3.3.5. WORKSTATION SECURITY. Security mechanisms on personnel workstations, including firewalls, anti-virus, and full disk encryption with a minimum of AES 128-bit encryption will be implemented and maintained. Personnel will be restricted from disabling security mechanisms.

4. SERVICE CONTINUITY

4.1 DATA LOCATION. ServiceNow will host the purchased instances in data centers located in the geographic region specified on the Order Form which have attained SSAE 18 Type 2 attestations or have ISO 27001 certifications (or equivalent or successor attestations or certifications).

4.2 DATA BACKUP. Back-ups will be performed of all Customer Data in accordance with the then current operating procedure available in the CORE Portal.

4.3 DISASTER RECOVERY. An Information Security Contingency Plan (**ISCP**) to address disaster recovery will be maintained that is consistent with industry standards for the environment and will: (i) test the ISCP at least once every year; (ii) make available summary test results that will include the actual recovery point and recovery times; and (iii) document any action plans within the summary test results to promptly address and resolve any deficiencies, concerns, or issues that prevented or may prevent the environment from being recovered in accordance with the ISCP.

4.4 BUSINESS CONTINUITY. A business continuity plan ("**BCP**") will be maintained to minimize the impact from an event to ServiceNow's provision and support of the Subscription Services. The BCP will: (i) include processes for protecting personnel and assets and restoring functionality in accordance with the time frames outlined therein; and (ii) be tested annually and updated based on any deficiencies identified during such tests.

5. MONITORING AND INCIDENT MANAGEMENT

5.1 INCIDENT MONITORING AND MANAGEMENT. System events are monitored and analyzed in a timely manner in accordance with ServiceNow's current standard operating procedures. Response teams will be escalated to and engaged as necessary to address a security incident.

5.2 BREACH NOTIFICATION.

5.2.1. NOTIFICATION. ServiceNow will report to Customer any accidental or unlawful destruction, loss, alteration, unauthorized disclosure, of or access to Customer Data ("**Breach**") without undue delay following determination by ServiceNow that a Breach has occurred.

5.2.2. REPORT. The initial report will be made to Customer's security or privacy contact(s) designated in ServiceNow's customer support portal (or if no such contact(s) are designated, to the primary technical contact designated by Customer). As relevant information in relation to the Breach is collected or otherwise becomes available to ServiceNow, it will provide such information without undue delay to Customer, to assist Customer to comply with its notification obligations under Data Protection Laws. In particular, to the extent reasonably possible and applicable, ServiceNow will provide Customer with the information described in Article 33 of GDPR.

5.2.3. DATA CONTROLLER OBLIGATIONS. Customer will cooperate with ServiceNow in maintaining accurate contact information in the customer support portal and by providing any information that is reasonably requested to resolve any security incident, including any Breaches, identify its root cause(s) and prevent a recurrence. Customer is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted Data Subjects in relation to any Breach and for providing such notice.

6. PENETRATION TESTS

6.1 BY A THIRD-PARTY. For each family release, skilled third-party vendors will perform penetration testing on the applications on the ServiceNow platform to identify vulnerabilities. Executive reports from the penetration testing are made available to Customer in ServiceNow CORE.

6.2 BY CUSTOMER. Customer may request to perform, at its own expense, an application penetration test for applications in which Customer Data is stored; provided that Customer will: (i) notify ServiceNow and submit a request to schedule such a test using the Support Portal per ServiceNow's then-current penetration testing policy, and (ii) agree to ServiceNow's penetration test agreement prior to conducting such test. In the event Customer's authorized penetration testing identifies vulnerabilities that ServiceNow is able to reproduce, ServiceNow will, consistent with industry-standard practices, use commercially reasonable efforts to promptly make any necessary changes to improve the security of the Subscription Service.

7. SHARED SECURITY RESPONSIBILITY

7.1 PRODUCT CAPABILITIES. ServiceNow provides a variety of security settings that allow Customer to configure security of the Subscription Services for their own use such as, but not limited to: (i) authenticate users before accessing the Customer's instance; (ii) encrypt passwords; (iii) allow users to manage passwords; and (iv) access instance application logs. Customer will manage each user's access to and use of the Subscription Services by assigning to each user a credential and user type that controls the level of access to the applicable Subscription Services. Customer bears sole responsibility for reviewing the Security Program and making an independent determination as to whether it meets Customer's requirements, taking into account the type and sensitivity of Customer Data that Customer provides to ServiceNow. Customer bears sole responsibility for implementing encryption and access control functionalities within the instance to protect Customer Data and assumes all liability for damages

directly resulting from any decision not to encrypt Customer Data. Customer bears sole responsibility for protecting the confidentiality of each user's login and password and managing each user's access to the Subscription Services. Customer will be solely responsible for implementing the documented best practices and hardening guidelines for securing its ServiceNow instances.

7.2 SECURITY CONTACT. In accordance with the Customer Support Policy (www.servicenow.com/upgrade-schedules.html), Customer agrees to identify and maintain appropriate security contact(s) for all information security incident and information security-related communication within the Support Portal.

7.3 LIMITATIONS. Notwithstanding anything to the contrary in this DSA or other parts of the Agreement, ServiceNow's obligations herein are only applicable to the Subscription Services. This DSA does not apply to: (i) information shared with ServiceNow that is not Customer Data; (ii) data in Customer's VPN or a third-party network; and (iii) any data processed by Customer or its users in violation of the Agreement or this DSA.

Appendix C
Data Programming Addendum

All capitalized terms not defined in this Data Processing Addendum ("**DPA**") have the meaning given to them in other parts of the Agreement. The Data Security Addendum ("**DSA**") is incorporated by reference in this DPA.

DEFINITIONS

"**Data Controller**" means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of Processing of Personal Data.

"**Data Processor**" means the natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of the Data Controller.

"**Data Protection Laws**" means all applicable laws and regulations regarding the Processing of Personal Data.

"**Data Subject**" means an identified or identifiable natural person.

"**Personal Data**" means any information relating to a Data Subject uploaded by or for Customer or Customer's agents, employees, or contractors to the Subscription Service as Customer Data.

"**Process,**" "**Processed**" or "**Processing**" means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Sub-Processor**" means any legal person or entity engaged in the Processing of Personal Data by Data Processor.

1. SCOPE OF THE PROCESSING

1.1 COMMISSIONED PROCESSOR. ServiceNow will act as Data Processor to Customer in the performance of the Subscription Service. Customer will act as Data Controller (unless Customer is a Data Processor, in which case ServiceNow will act as a sub-processor to Customer). Each party will comply with Data Protection Laws to which it is subject in the performance of this DPA.

1.2 INSTRUCTIONS. The Agreement constitute Customer's written instructions to ServiceNow. Customer may issue additional or alternate instructions provided that such instructions are agreed in writing between Customer and ServiceNow.

1.3 NATURE, SCOPE AND PURPOSE OF THE PROCESSING.

(a) ServiceNow will only Process Personal Data in accordance with Customer's instructions and to the extent necessary for providing the Subscription Service and the Professional Services. Details of the Processing of Customer Data conducted under this DPA are set forth in Appendix 1. (b) ServiceNow will: (i) not sell or share Personal Data; (ii) use Personal Data for the business purpose(s) set forth in the Agreement, and not retain, use, or disclose Personal Data, except

where permitted by applicable Data Protection Laws, for any purpose other than the business purpose(s) or outside of the direct business relationship between ServiceNow and Customer; (iii) notify Customer if it determines it can no longer meet its obligations under applicable Data Protection Laws; (iv) not combine Personal Data, except to the extent permitted by applicable Data Protection Laws, with personal information that ServiceNow receives from, or on behalf of, other persons or with personal information ServiceNow collects from its own interactions with consumers; (v) by complying with the obligations set out in Section 5 of this DPA, permit Customer to take reasonable and appropriate steps to ensure ServiceNow Processes Personal Data in a manner consistent with Customer's obligations under applicable Data Protection Laws; and (vi) work together with Customer in good faith to remediate any allegedly unauthorized use of Personal Data, if Customer reasonably believes that ServiceNow is Processing Personal Data in an unauthorized manner and provides ServiceNow with reasonable notice of such belief. As used in this Section 1.3, "business," "business purpose," "consumer," "personal information," "sell," and "share," shall have the meanings ascribed to them under applicable Data Protection Laws.

2. DATA PROCESSOR

2.1 DATA CONTROLLER'S INSTRUCTIONS. Where ServiceNow believes compliance with Customer's instructions would result in a violation of Data Protection Laws or is not in the ordinary course of ServiceNow's obligations in operating the Subscription Service or delivering Professional Services, ServiceNow will promptly notify Customer thereof.

2.2 DATA PROCESSOR PERSONNEL. Persons authorized by ServiceNow to Process Personal Data will be bound by appropriate confidentiality obligations.

2.3 DATA SECURITY MEASURES. ServiceNow will maintain appropriate technical and organizational safeguards to protect the security, confidentiality, and integrity of Customer Data, including any Personal Data contained therein, as set forth in the DSA. ServiceNow makes available many security features and controls that Customer can elect to use. Customer is responsible for implementing any optional technical and organizational measures to protect Customer Data, as described in the DSA.

2.4 DATA PROCESSOR ASSISTANCE. ServiceNow will assist Customer as reasonably requested by Customer to facilitate Customer's compliance with obligations under Data Protection Laws in connection with ServiceNow's Processing of Personal Data, taking into account the nature of Processing and information available to ServiceNow.

3. REQUESTS MADE FROM DATA SUBJECTS AND AUTHORITIES

3.1 REQUESTS FROM DATA SUBJECTS. During the Subscription Term, ServiceNow will provide Customer with the ability to access, correct, rectify, erase, or block Personal Data, or to transfer or port such Personal Data, within the Subscription Service, as may be required under Data Protection Laws (collectively, "**Data Subject Requests**").

3.2 RESPONSES. Customer will be solely responsible for responding to Data Subjects in respect of any Data Subject Requests, provided that ServiceNow will reasonably cooperate with Customer in relation to Data Subject Requests to the extent Customer is unable to fulfill such Data Subject Requests using the functionality in the Subscription Service. ServiceNow will instruct the Data Subject to contact the Customer in the event it receives a Data Subject Request directly.

3.3 REQUESTS FROM AUTHORITIES. In the case of a notice, audit, inquiry, or investigation by a government body, data protection authority, or law enforcement agency regarding the Processing of Personal Data, ServiceNow will promptly notify Customer unless prohibited by applicable law. Each party will cooperate with the other party by providing all reasonable information requested in the event the other party is required to produce such information to a data protection authority.

4. BREACH NOTIFICATION

4.1 NOTIFICATION. Service now will provide breach notifications as provided in Section 5.2.1 of DSA.

4.2 REPORT. Service now will provide reports as provided in Section 5.2.2 of the DSA.

4.3 DATA CONTROLLER OBLIGATIONS. Customer will cooperate with ServiceNow to resolve any security incident as provided in Section 5.2.3 of the DSA.

5. CUSTOMER MONITORING RIGHTS.

5.1 CERTIFICATIONS AND ATTESTATIONS. ServiceNow will maintain the certifications and attestations specified in Section 2.1 of the DSA.

5.2 AUDIT. ServiceNow will allow for and contribute to audits as specified in Section 2.2 of the DSA.

5.3 OUTPUT. ServiceNow will discuss the output of the Audit as specified in Section 2.3 of the DSA

6. SUB-PROCESSORS

6.1 USE OF SUB-PROCESSORS. Customer authorizes ServiceNow to engage Sub-Processors appointed in accordance with this Clause 6. ServiceNow engages, as applicable, the Sub-Processors listed in https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/servicenow-subprocessors. pdf in respect of the Subscription Services. ServiceNow (or the relevant ServiceNow Affiliate) will require all of its Sub-Processors to agree to no less protective terms as those agreed by ServiceNow under this DPA.

6.2 NEW SUB-PROCESSORS. Prior to ServiceNow engaging a new Sub-Processor for the Subscription Service, ServiceNow will notify Customer by email to Customer's designated contact in the ServiceNow Support Portal, or by notification within the ServiceNow Support Portal (or other mechanism used to notify its customer base). With respect to providing the notice described in the preceding sentence, ServiceNow will provide at least 30 days' prior

written notice before engaging a Sub-Processor with respect to existing Subscription Services which Customer has purchased. If a new Sub-Processor is engaged to support a new Subscription Service or a new feature of an existing Subscription Service, then the notice described in this Clause will be provided at or before the time such feature or Subscription Service is made generally available. Upon written request by Customer, ServiceNow will make a summary of the data processing terms with the Sub-Processor available to Customer. Customer may request in writing reasonable additional information with respect to Sub-Processor's ability to perform the relevant Processing activities in accordance with this DPA.

6.3 RIGHT TO OBJECT. Customer may object to ServiceNow's proposed use of a new Sub-Processor by notifying ServiceNow if Customer reasonably determines such Sub-Processor is unable to Process Personal Data in accordance with the terms of this DPA. In the event Customer objects, ServiceNow will reasonably consider such objection and will notify Customer if it intends to use the Sub-Processor at issue ("**Processor Notice**"). If such Sub-Processor is going to be used, Customer may terminate the applicable Order Form(s) or Use Authorization(s) with respect to the Subscription Service requiring use of the Sub-Processor at issue upon written notice to ServiceNow within 30 days of the date of Processor Notice. ServiceNow will, as Customer's sole and exclusive remedy, refund to Customer any unused prepaid fees following the effective date of termination for the terminated services.

6.4 LIABILITY. Use of a Sub-Processor will not relieve, waive, or diminish any obligation of ServiceNow under this DPA, and ServiceNow is liable for the acts and omissions of any Sub-Processor to the same extent as if the acts or omissions were performed by ServiceNow.

7. INTERNATIONAL DATA TRANSFERS

7.1 TRANSFER MECHANISM. The transfer of Personal Data from the European Economic Area ("**EEA**"), the United Kingdom or Switzerland to a country located outside of the EEA which is not subject to an adequacy decision (a "**Data Transfer**") will be subject to the standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as annexed to Commission Implementing Decision 2021/914 ("**SCCs**"), which are incorporated into this DPA by this reference.

7.2 APPLICATION OF SCCs.

7.2.1 Modules. Module Two (Data Controller to Data Processor) will apply to a Data Transfer when Customer is a Data Controller. Module Three (Data Processor to Data Processor) will apply to a Data Transfer when Customer is a Data Processor.

7.2.2 Optional provisions. Where the SCCs identify optional provisions: (a) in Clause 7 (Docking Clause) – the optional provision applies; (b) in Clause 9(a) (Use of sub-processors) – Option 2 applies (and the parties will follow the process and timings agreed in the DPA to appoint sub-processors); (c) in Clause 11(a) (Redress) – the optional provision does not apply; (d) in Clause 17 (Governing law) – option 1 applies, and where the Agreement is governed by the laws of an EU Member State, the laws of that EU Member State apply; otherwise, Irish law

applies; and (e) in Clause 18(b) (Choice of forum and jurisdiction) – where the Agreement is subject to the jurisdiction of the courts of an EU Member State, the courts of that EU Member State have jurisdiction; otherwise, the courts of Dublin, Ireland have jurisdiction.

7.2.3 Annexes of SCCs.

(a) In Annex 1A: the data exporter(s) is the Customer and its Affiliates making the Data Transfer

(the "**Data Exporter**") and the data importers are ServiceNow entities receiving the Data Transfer (the "**Data Importer**"). The full name, address and contact details for the Data Exporter and the Data Importer are set out in the Agreement, or can be requested by either party. (b) In Annex 1B: The: relevant details are those set out in the Agreement, including Appendix 1 "Details of Processing" of this DPA. (c) In Annex 1C: The competent supervisory authority is the supervisory authority applicable to the Customer (or, where relevant, applicable to the Customer's representative). (d) In Annex 2: the security provisions contained in the DSA or other security related provisions in the Agreement apply.

7.3 INTERACTION WITH THE AGREEMENT. All notices, requests, monitoring/audit rights, conduct of claims, liability, and erasure or return of data relating to the SCCs will be provided/managed/interpreted, as applicable, in accordance with the relevant provisions in the Agreement, to the extent that such provisions do not conflict with the SCCs.

7.4 TRANSFERS SUBJECT TO SWISS DATA PROTECTION LAW. If there is a Data Transfer subject to Data Protection Laws of Switzerland, then the SCCs will apply with the following modifications: the competent supervisory authority in Annex 1.C under Clause 13 will be the Federal Data Protection and Information Commissioner; references to a "Member State" and "EU Member State" will not be read to prevent data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland); and references to "GDPR" in the SCCs will be understood as references to Data Protection Laws of Switzerland.

7.5 TRANSFERS SUBJECT TO UK DATA PROTECTION LAW. If there is a Data Transfer subject to Data Protection Laws of the United Kingdom, then the International Data Transfer Addendum to the SCCs ("**UK IDTA**"), as issued by the Information Commissioner in the United Kingdom will apply and is incorporated by reference into this DPA. The information needed to complete the Tables to the UK IDTA is set out in the Agreement, including Appendix 1 "Details of Processing" of this DPA.

7.6 EXECUTION. Notwithstanding the fact that the SCCs and/or UK IDTA are incorporated herein by reference without the signature pages of the SCCs actually being signed by the Data Exporter or Data Importer, the parties agree that its respective execution of the Agreement is deemed to constitute its execution of the SCCs and/or the UK IDTA on behalf of the Data Exporter/Data Importer (as applicable).

7.7 ALTERNATIVE MECHANISMS. If an alternative transfer mechanism, such as Binding Corporate Rules, is adopted by ServiceNow, or the Trans-Atlantic Data Privacy Framework (an "**Alternative Mechanism**") becomes available during the term of the Agreement, and

Appendix C
Data Programming Addendum

ServiceNow notifies Customer that some or all Data Transfers can be conducted in compliance with Data Protection Laws pursuant to the Alternative Mechanism, the parties will rely on the Alternative Mechanism instead of the provisions above for the Data Transfers to which the Alternative Mechanism applies.

EXHIBIT 1

DETAILS OF PROCESSING

1. **Subject matter.** The subject matter of the data Processing under this DPA is the Personal Data included in Customer Data.

2. **Duration.** As between ServiceNow and Customer, the duration of the data Processing under this DPA is the Subscription Term.

3. **Purpose and nature.** The purpose and nature of the data Processing under this DPA is the provision of the Subscription Service.

4. **Type of Personal Data.** Personal Data included in Customer Data which is uploaded to the Subscription Service.

5. **Categories of data subjects.** The Data Subjects could include Customer's customers, employees, suppliers, agents, partners and/or end users.

Appendix D
Customer Support Addendum

All capitalized terms not defined in this Customer Support Addendum will have the meaning given to them in other parts of the Agreement.

1. CUSTOMER SUPPORT

1.1 SUPPORT SCOPE. Customer support is provided to resolve defects causing a nonconformity in the Subscription Service as compared to the then-current Documentation ("Customer Support"). A resolution to a defect may consist of a fix, workaround, or other relief, as ServiceNow deems reasonable. Customer Support does not include performing the following:

•   implementation, configuration, integration or customization services;

•   training or assistance with administrative functions;

•   resolving immaterial defects;

•   resolving defects due to modifications of the Subscription Service made by any person other than ServiceNow or a person acting at ServiceNow's direction; or

•   resolving defects on any instance of the Subscription Service not in conformance with Section 3 (Upgrades and Updates).

1.2 ADDITIONAL SUPPORT SERVICES. ServiceNow may, in its sole discretion, offer supplemental Customer Support service options for an additional fee. If Customer chooses to purchase such supplemental services, the applicable additional terms and conditions will be reflected in the applicable package description referenced in Customer's associated ordering document.

1.3 CUSTOMER SUPPORT ACCESS. Customer can access ServiceNow's support portal https://support.servicenow.com/ ("**Support Portal**") to access self-help resources and open cases 24 hours a day, 7 days a week. Customer Support personnel will address cases per the Target Level of Effort for the given case Priority stated in the table below. Local Time, for the purposes of the Target Level of Effort in the table below means the regional time window of Monday through Friday, 7:00AM to 7:00PM, chosen by the customer, at set up, from the options provided in the Support Portal, when Customer Support personnel are addressing Customer's cases. ServiceNow will provide visibility to Customer's regional Local Time window within the Support Portal.

1.4 CASE PRIORITY; TARGET RESPONSE TIME; TARGET LEVEL OF EFFORT **Priority**	**Definition**	**Target Response Times**	**Target Level of Effort**
P1	Any defect that causes	60 minutes	Monday through

	an instance not to be accessible by authorized users.		Friday, 7AM to 7PM Local Time
P2	Any defect that causes a critical function to fail.	4 hours	As appropriate, Monday through Friday, 7AM to 7PM Local Time
P3	Any defect that significantly impedes work or progress.	3 business days	As appropriate, Monday through Friday, 7AM to 7PM Local Time
P4	Any defect that does not significantly impede work or progress.	4 business days	As appropriate, Monday through Friday, 7AM to 7PM Local Time

Appendix E

Calculation of Charges

The following are the agreed-upon ordering terms which shall only apply to Quotations placed under the Agreement by Carahsoft Technology for resale to CCSF entities for ServiceNow offerings under CCSF Contract 1000026636 ("**CCSF Prime Contract**"). The terms of use for the applicable CCSF entities shall be pursuant to the terms of the ServiceNow Public Sector Subscription Terms, the Customer Support Addendum, the Data Security Addendum, and the Data Processing Addendum as incorporated into Appendices A through D of the CCSF Prime Contract ("**ServiceNow Subscription Service Terms**").

A. Effective Date of CCSF Ordering Terms

The term of the CCSF Ordering Terms begins on August 31, 2025, and, subject to the Agreement remaining in effect, continues for **four (4)** years ("**Renewal CCSF Term**"), unless earlier terminated by mutual written agreement of the Parties. Before the end of the Renewal CCSF Term, Carahsoft and CCSF will discuss in good faith the possible renewal of the CCSF Ordering Terms.

During the Renewal CCSF Term, subscriptions to the ServiceNow products will be available for purchase by CCSF entities that are Eligible Customers as defined below.

B. Subscription Term

Each of the CCSF entities will have a unique subscription term based on the duration between the Term Start Date and Term End Date ("**Subscription Term**") as set forth in the applicable Quotation between Carahsoft and each CCSF entity. All Subscription Terms must be for a minimum of one (1) year. No purchase may extend beyond the term of this Agreement.

C. CCSF Quote Terms

1. Definitions

    "**Eligible Customers**" shall mean CCSF entities who are (a) ServiceNow Customers as of or after the Effective Date of this Agreement and (b) agencies and departments of the government of City and County of San Francisco.

    "**Existing Products**" shall mean existing ServiceNow subscription products enumerated in Table 1, which is hereby incorporated by reference.

2. Price Holds for Eligible Customers
    a. During the Contract Term, for orders placed by Eligible Customers for each Subscription Term, CCSF may purchase additional units of the Existing Products at the subscription fee rate as specified in a mutually agreed Quotation. CCSF shall be entitled to the specified price, provided that (i) the Existing Product continues to be made commercially available by ServiceNow and, if not, then the order shall be for ServiceNow's then available subscription product that is substantially equivalent to the Existing Product; and (ii) the pricing model for the Existing Product continues to be made commercially available by ServiceNow at the time of the subsequent order. CCSF agrees that the pricing for the additional units is limited to the additional units only and shall not affect units of the Subscription Service that are already purchased.

    For the avoidance of doubt, the Discount Table A under Section 5 does not apply to orders of Existing Products.

b.   Notwithstanding the foregoing in subsection 2(a), the following shall apply for orders placed by the CCSF entities the District Attorney's Office (DAT) and the Human Services Agency (HSA): Participant may purchase additional units of the subscription products in the initial 2025 Carahsoft Quotation (for this subsection (b), "**Special Agency Existing Product**") at the subscription fee rate as specified in each of the above agencies' respective initial 2025 Quotation(s) to CCSF for the Special Agency Existing Product pursuant to a mutually agreed Quotation and co-termed to the Term End Date set forth in the initial Quotation. CCSF shall be entitled to the specified price provided that (i) the Special Agency Existing Product continues to be made commercially available by ServiceNow and, if not, then the order shall be for ServiceNow's then available subscription product that is substantially equivalent to the Special Agency Existing Product; and (ii) the pricing model for the Special Agency Existing Product continues to be made commercially available by ServiceNow at the time of the subsequent order. Participant agrees that the pricing for the additional units is limited to the additional units only and shall not affect units of the Subscription Service that are already purchased.

c.   To the extent that a Quotation to a specific Eligible Customer includes Subscription Products purchased at the net monthly price of zero dollars ("One-Time Migration Products"), Carahsoft shall include in the applicable Quotation a provision that is substantially similar to the following:

The Subscription Products purchased in this Quotation at the net monthly price of zero dollars and included in Table 2 - ("One-Time Migration Products") are included in Customer's purchase under this Agreement solely as a one-time migration for the specific Eligible Customer. During the Contract Term of this Agreement, Customer may purchase additional units of the One-Time Migration Products at the corresponding monthly Net Price in the table below to the specific End Customer listed above. The purchase of additional units of the One-Time Migration Products shall be pursuant to an additional mutually agreed Quotation and co-termed to the Term End Date set forth in this Agreement.

For the avoidance of doubt, One-Time Migration Products are provided to CCSF entities individually and the Total Migration Quantities do not reflect a total quantity that can be re-allocated amongst CCSF entities. Should a CCSF entity need to purchase additional quantities of One-Time Migration Products, such purchase would be pursuant to Section 5.

3. Orders for Net New Products
Participant may purchase subscription products that are not listed in the Existing Product Table above ("Net New Products") subject to the discounts in Section 5 below (Discount Table A). For the avoidance of doubt, these discounts shall not apply to the purchase of Impact offerings, professional services, training or events, or any Support Account Management or Success product/service offering. No purchase may extend beyond the term of this Agreement.

ServiceNow must approve available products for resale to CCSF. Once approved, they can be found on the NASPO ValuePoint website for Carahsoft's NASPO contract at https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/.

Appendix E

Calculation of Charges

To locate the latest posting of ServiceNow products and services: Select "Pricing Documents"; Select "Carahsoft Price File" and request the Excel price list.

4. Renewals

Each CCSF agency is autonomous with their own instance supporting ServiceNow product licenses. The following shall apply to any renewal orders between Carahsoft and each individual CCSF entity on an annual basis:

(a)   Upon expiration of (i) the Subscription Term as set forth on this Order with a start date of September 1, 2025, and expiration of each of three (3) subsequent consecutive twelve (12) month mutually agreed orders (each a "Renewal Order"), Carahsoft shall not increase the Net Price per Unit for each Subscription Product on this a particular CCSF Entity's Order (the "Renewal Products") by more than the Percentage Increase in the matrix below of the Net Price per Unit for each Subscription Product set forth in this Order or the expiring Renewal Order as applicable. A particular CCSF Entity's Renewal Order is subject to the following conditions: (i) the Renewal Products in the expiring particular CCSF Entity's order continue to be made commercially available by ServiceNow and if not, then the Renewal Order shall be for ServiceNow's then available Subscription Product that is substantially equivalent to the Renewal Product in the expiring order; (ii) the Release family or sales model (e.g., Xanadu, Yokohama, etc.) for the expiring order continues to be made available by ServiceNow in commercially equivalent model; (iii) the units of each Renewal Product in the Renewal Order for a particular CCSF Entity are equal to or greater than the sum of all the Units for that Renewal Product in all the orders placed by that particular CCSF Entity during the subscription term of the then expiring order. For clarity, the total number of units for the products purchased at the time of the Renewal Order must be equal to, or greater than, all cumulative orders during the existing contract term for a particular CCSF Entity to receive existing unit prices or the Percentage Increase in the table below.; (iv) each Renewal Order is for a twelve (12) month subscription term; and (v) Customer places the Renewal Order before the expiration of the subscription term of the expiring order. For clarity, the foregoing does not apply to, without limitation, new products that are offered for sale after the date of this Order, products not ordered on this Order or professional services (pursuant to either an SOW or Service Description), training, events, or any Support Account Management or Success product/service offering.

Renewal Period	Percentage Increase Over the Immediately Preceding Subscription Term
Initial Order following execution of this Amendment (Term Start Date September 1, 2025)	0%
First Subsequent Consecutive 12-month Renewal Period (Term Start Date September 1, 2026)	4%
Second Subsequent Consecutive 12-month Renewal Period (Term Start Date September 1, 2027)	4%
Third Subsequent Consecutive 12-month Renewal	4%

Period (Term Start Date, September 1, 2028)	

(b) For the avoidance of doubt, if CCSF purchased the same subscription product in both an Initial Order and an add-on order at different prices: (1) the subscription fee rate for the Initial Order shall apply to the quantity purchased in the Initial Order; and (2) the subscription fee rate for the add-on order shall apply to the quantity of the same product purchased at the add-on.

5.   Discount Table A

For commercially available Subscription Products not in the Existing Product Table ordered by an Eligible Customer, Carahsoft shall apply a discount in accordance with the List Price Discount Matrix below, which shall decrease the subscription fee rate for ServiceNow's then-current list price by the applicable discount percentage ("List Discount") for Net New Transaction Size in accordance with the table below, where the list price is as solely determined by ServiceNow, and the subscription fee rate for the units shall be prorated to the Contract Term End Date. Eligible Customer agrees that the subscription fee rate for the additional units is limited to the additional units only and shall not affect units of the Subscription Service that are already purchased, including the subscription fee rate at renewal for units of the Subscription Service already purchased. For clarity, the foregoing does not apply to, without limitation, professional services (pursuant to either a Statement of Work or Service Description), Impact offerings, training, events, or any Support Account Management or Success product/service offering. For avoidance of doubt, this discount level is based on the per transaction value. The parties are not precluded from negotiating further discounts pursuant to a mutually agreed order form on a per transaction basis.

List Price Discount Matrix for Net New Transactions	
Eligible Customer Net New Transaction Size	**Total Minimum Discount from ServiceNow List Price**
$53,000-$529,999	24.5%
$530,000-$1,587,299	37.5%
$1.587,300-$3,174,999	45.5%
≥ $3,175,000	51.5%

For purpose of this Section 5, "**Net New Transaction**" shall mean: (a) the purchase of products that are not Existing Products listed in Table 1 or Special Agency Existing Products; or (b) the purchase of additional quantities of One-Time Migration Products above the quantities listed in the

One-Time Migration Products under Section 2.c.

For avoidance of doubt, should an Order include both Net New Transactions and purchase of Existing Products, such as a renewal, the discounts under the Discount Table A shall apply only to the portion of the Order that constitutes the Net New Transaction. Purchases of Existing Products shall not count towards the Net New Transaction Size.

D. **Modification of CCSF Ordering Terms**

The CCSF Ordering Terms set forth in this Agreement may be modified by mutual agreement of the parties in writing and may not be modified orally. The above pricing terms under this Agreement shall apply only if no Order results in any decrease to the cumulative annual contract value of orders placed by CCSF entities.

E. Cancellation and Termination of CCSF Ordering Terms

Each Party shall have the right to terminate the CCSF Ordering Terms via written notice to the other Party. In the event of such termination, any active Orders will remain in effect until they expire or are terminated as set forth in the applicable Orders and the Agreement.

Table 1: Existing Products (Rev. 2025)

2025-2026		
2025 Product #	**Product Name**	**Unit Price Ceiling**
PROD20930	Additional Non-Prod Instance Shared Environment	$1,090.21
PROD20929	Additional Prod Instance-Shared Environment	$2,059.76
PROD19351	App Engine Enterprise	$82.13
PROD12015	Application Portfolio Management - APM User	$436.33
PROD22098	HR Service Delivery Enterprise - HR User v5	$7.19
PROD14997	IT Operations Management Visibility - Subscription Unit v2	$14.02
PROD17243	IT Service Management Standard - Fulfiller User v3	$75.43
PROD14995	AIOps Professional-Subscription v2	$2.57
PROD11780	Password Reset Limited - Transaction Pack	$1,745.33
PROD23608	Workplace Service Delivery Professional	$2.41
PROD01627	Performance Analytics - Enterprise	20% of ACV
PROD11370	Employee Document Management	30% of ACV

2026-2027		
2026 Product #	**Product Name**	**Unit Price Ceiling**
PROD20930	Additional Non-Prod Instance Shared Environment	$1,133.82
PROD20929	Additional Prod Instance-Shared Environment	$2,142.15
PROD19351	App Engine Enterprise	$85.41
PROD12015	Application Portfolio Management - APM User	$453.78
PROD22098	HR Service Delivery Enterprise - HR User v5	$7.47
PROD14997	IT Operations Management Visibility - Subscription Unit v2	$14.58
PROD17243	IT Service Management Standard - Fulfiller User v3	$78.45
PROD14995	AIOps Professional-Subscription v2	$2.67
PROD11780	Password Reset Limited - Transaction Pack	$1,815.15
PROD23608	Workplace Service Delivery Professional	$2.51
PROD01627	Performance Analytics - Enterprise	20% of ACV
PROD11370	Employee Document Management	30% of ACV

Appendix E

Calculation of Charges

2027-2028		
2027 Product #	**Product User Name**	**Unit Price Ceiling**
PROD20930	Additional Non-Prod Instance Shared Environment	$1,179.17
PROD20929	Additional Prod Instance-Shared Environment	$2,227.83
PROD19351	App Engine Enterprise	$88.83
PROD12015	Application Portfolio Management - APM User	$471.93
PROD22098	HR Service Delivery Enterprise - HR User v5	$7.77
PROD14997	IT Operations Management Visibility - Subscription Unit v2	$15.17
PROD17243	IT Service Management Standard - Fulfiller User v3	$81.58
PROD14995	AIOps Professional-Subscription v2	$2.78
PROD11780	Password Reset Limited - Transaction Pack	$1,887.75
PROD23608	Workplace Service Delivery Professional	$2.61
PROD01627	Performance Analytics - Enterprise	20% of ACV
PROD11370	Employee Document Management	30% of ACV

2028-2029		
2028 Product #	**Product User Name**	**Unit Price Ceiling**
PROD20930	Additional Non-Prod Instance Shared Environment	$1,226.34
PROD20929	Additional Prod Instance-Shared Environment	$2,316.95
PROD19351	App Engine Enterprise	$92.38
PROD12015	Application Portfolio Management - APM User	$490.81
PROD22098	HR Service Delivery Enterprise - HR User v5	$8.08
PROD14997	IT Operations Management Visibility - Subscription Unit v2	$15.77
PROD17243	IT Service Management Standard - Fulfiller User v3	$84.85
PROD14995	AIOps Professional-Subscription v2	$2.89
PROD11780	Password Reset Limited - Transaction Pack	$1,963.26
PROD23608	Workplace Service Delivery Professional	$2.71
PROD01627	Performance Analytics - Enterprise	20% of ACV
PROD11370	Employee Document Management	30% of ACV

Table 1: Existing Product Descriptions

2025 Product #	Product Name	Additional Descriptions
	Performance Analytics - Enterprise	
PROD11370	Employee Document Management (Monthly) (Monthly)	**Included Application:** Employee Document Management Usage of the Employee Document Management Application is limited to the number of HR Users active in the ServiceNow HR Profile table. An HR User is defined as any active User in the ServiceNow HR Profile table that is within their employment start and end date, including full-time employees, part-time employees, contractors, and contingent workers. Customer may grant applicants and alumni that are outside of their employment start and end date the right to access Employee Document Management as Users and these Users do not require an HR User subscription. This Application became available in the London family release.
PROD01627	Performance Analytics - Enterprise – Application (Monthly)	Provides advanced analytics and time series analysis for KPIs. Provides secure, simple access to Key Performance Indicators (KPIs) and metrics that companies can use to proactively optimize business services, improve processes, and align with organizational goals. Performance Analytics - Enterprise. Performance Analytics use rights apply to all Subscription Products. The annual subscription fee for Performance Analytics ("PA Subscription Fee") is based on the total of the annual subscription fees of all Subscription Products subscribed to by Customer. As Customer exceeds capacity of purchased Subscription Products, or if Customer purchases additional Subscription Products, additional PA Subscription Fees shall apply.
		—

Table 1: Existing Product Descriptions

Product #	Product Name	Additional Descriptions
		Additional annual Transactions require the purchase of a separate IntegrationHub package.
PROD11780	Password Reset Limited - Transaction Pack (Monthly)	**Included Application:** Password Reset **Password Reset** - Provides the capability to reset user passwords that are stored and pre-authenticated in a supported credential store separate from Customer's instance of the subscription service, such as Microsoft Active Directory.
PROD12015	Application Portfolio Management - APM User (Monthly)	**Included Applications**: Application Portfolio Management; Predictive Intelligence; and Performance Analytics **Application Portfolio Management:** Provides capabilities for organizations to inventory and manage application portfolios in a single central location, capturing relevant information such as costs, risk, projects, lifecycle dates, ownership, and health assessments. This inventory facilitates the identification of business benefits of each application and helps organizations make informed decisions on reducing costs, improving agility, and facilitating business alignment with the IT application portfolio. **Predictive Intelligence:** Provides the capability to use supervised machine learning to train solutions with Customer's historic ServiceNow data to predict an outcome, such as a field value in a record. **Performance Analytics:** Provides advanced analytics and time series analysis for KPIs. Provides secure, simple access to Key Performance Indicators (KPIs) and metrics that companies can use to proactively optimize business services, improve processes, and align with organizational goals. Usage is limited to the number of APM Users. An APM User is defined as any User with the right to access Application Portfolio Management and may perform any or all functions within Application Portfolio Management. Performance Analytics and Predictive Intelligence: Use rights apply only to Application Portfolio Management and included Bundled Custom Tables. Bundled Custom Tables: Customer is granted the right to create or install up to 5 Custom Tables and to grant each APM User the right to access those Custom Tables.

Appendix E

Calculation of Charges

Table 1: Existing Product Descriptions

Product #	Product Name	Additional Descriptions
PROD14995	ITOM Operator Professional - Subscription Unit v2 (Monthly)	**Included Applications:** ITOM Visibility; ITOM Health; and Performance Analytics **ITOM Visibility -** Provides visibility into IT resources, configuration characteristics, and their relationship to application services. **ITOM Health –** Provides the capability to gain visibility and track the availability of Customer's critical application services. **Performance Analytics -** Provides advanced analytics and time series analysis for KPIs. Provides secure, simple access to Key Performance Indicators (KPIs) and metrics that companies can use to proactively optimize business services, improve processes, and align with organizational goals. ——— Includes entitlement for up to the number of Subscription Units purchased. A Subscription Unit is a unit of measure applied to Managed

Table 1: Existing Product Descriptions

Product #	Product Name	Additional Descriptions
		IT Resources using Defined Ratios. A list of Managed IT Resources, Defined Ratios for a Subscription Unit, and included Protocols and Spokes are set forth in the IT Operations Management (ITOM) - ServiceNow Subscription Unit Overview on www.servicenow.com/upgrade- schedules.html and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com. Protocols and Spokes require IntegrationHub Transactions which are not included in the ITOM Operator Professional Subscription Product. Performance Analytics: Use rights apply only to ITOM Operator Professional Applications and included Bundled Custom Tables. Bundled Custom Tables: Customer is granted the right to create or install up to 5 Custom Tables and to grant each User the right to access those Custom Tables as an Unrestricted User. An Unrestricted User is every User that is assigned a unique username and has a user profile in the Subscription Service designated as "active".

| PROD14997 | IT Operations Management Visibility - Subscription Unit v2 (Monthly) | **Included Applications:** ITOM Visibility

ITOM Visibility: Provides visibility into IT resources, configuration characteristics, and their relationship to application services.
───────
Includes entitlement for up to the number of Subscription Units purchased.

A Subscription Unit is a unit of measure applied to Managed IT Resources using Defined Ratios. A list of Managed IT Resources and Defined Ratios for a Subscription Unit are set forth in the IT Operations Management (ITOM) - ServiceNow Subscription Unit Overview on www.servicenow.com/upgrade-schedules.html and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com.

Bundled Custom Tables: Customer is granted the right to create or install up to 5 Custom Tables and to grant each User the right to access those Custom Tables as an Unrestricted User. An Unrestricted User is every User that is assigned a unique username and has a user profile in the Subscription Service designated as "active". |

Table 1: Existing Product Descriptions

Product #	Product Name	Additional Descriptions
PROD17243	IT Service Management Standard - Fulfiller User v3 (Monthly)	**Included Applications:** Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Digital Portfolio Management and Universal Request **Incident Management** - Facilitates the process of restoring normal IT operations by providing capabilities to record, classify, distribute, and manage incidents through to resolution. Includes Performance Analytics limited to 15 key performance indicators (KPIs), one dashboard, and 90 days of data captured by Incident Management **Problem Management** - Facilitates the process of identifying the root causes of errors in the IT infrastructure by providing capabilities to record, escalate, and manage problems through to resolution.

Table 1: Existing Product Descriptions

Product #	Product Name	Additional Descriptions
		and to grant each Fulfiller User the right to access those Custom Tables and perform the actions granted to that User Type. The following Application(s) became available according to the release indicated below. San Diego - Digital Portfolio Management
PROD019351	App Engine Enterprise – Fulfiller User (Monthly)	**Included Applications:** App Engine Studio; App Engine Management Center; Table Builder for App Engine; Workspace Builder; Mobile Publishing; Performance Analytics; Virtual Agent; Universal Request Pro and Predictive Intelligence App Engine provides the Customer with the right to deploy Custom Tables in a production instance. Each Fulfiller User has the right to access an unlimited number of Custom Tables to perform the actions of a Fulfiller User. Notwithstanding the definition of Fulfiller User above, an External App Engine Requester is defined as Customers external contacts, including, but not limited to Customer's accounts, consumers, households, partners or other contacts. Customer may grant External App Engine Requesters the right to access App Engine as Requester Users. External App Engine Requesters are not included in the App Engine Fulfiller User count and are not subject to App Engine Subscription Product fees. Performance Analytics, Virtual Agent and Predictive Intelligence use rights apply only to App Engine.
PROD20929	Additional Prod Instance-Shared Environment (4TB) (Monthly)	Additional production instance within a logical single-tenant architecture on multi-tenant cloud infrastructure that is logically and physically separate from ServiceNow's corporate infrastructure. The storage limit for each production instance is 4TB of storage, unless additional storage is purchased. Storage included with the production instance cannot be shared with other production or non-production instances. The foregoing storage limit applies only to this additional production instance.
PROD20930	Additional Non-Prod Instance-Shared Environment (4TB) (Monthly)	Additional non-production instance within a logical single-tenant architecture on multi-tenant cloud infrastructure that is logically and physically separate from ServiceNow's corporate infrastructure. The storage limit for each non-production instance is 4TB of storage, unless additional storage is purchased. Storage included with the non-production instance cannot be shared with other production or non-production instances. The foregoing storage limit applies only to this additional non-production instance.

PROD22098	HR Service Delivery Enterprise – HR User v5 (Monthly)	**Included Applications:** Case and Knowledge Management; Employee Center Pro; Employee Journey Management; Communities; Continual Improvement; Universal Request Pro; Mobile Publishing; Predictive Intelligence; Virtual Agent; and Performance Analytics. Usage of the HR Service Delivery Enterprise Applications is limited to the number of HR Users active in the ServiceNow HR Profile table. An HR User is defined as any active User in the ServiceNow HR Profile table that is within their employment start and end date, including full-time employees, part-time employees, contractors, and contingent workers. Customer may grant applicants and alumni that are outside of their employment start and end date the right to access HR Service Delivery Enterprise as Users and these Users do not require an HR User subscription.Performance Analytics, Virtual Agent and Predictive Intelligence use rights apply only to HR Enterprise Applications and App Engine Starter 15 Custom Tables. App Engine Starter 15: Customer is granted the right to create or install up to 15 Custom Tables and to grant each HR User the right to access those Custom Tables.Protocols and Spokes that are available in the Subscription Product are set forth in the then-current applicable Product Documentation. Use of Protocols and Spokes may require purchase of Integration Hub Transactions at an additional fee.
PROD23608	Workplace Service Delivery Professional – Application User v2 (Monthly)	**Included Applications:** Workplace Agent for mobile; Workplace Case Management; Workplace Central; Workplace Indoor Mapping; Workplace Move Management; Workplace Space Mapping; Workplace Reservation; Workplace Core; Workplace Visitor Management; Mobile Publishing; Universal Request Pro; Predictive Intelligence; Virtual Agent; and Platform Analytics Advanced Usage is limited to the number of Application Users. An Application User is defined as a User with the right to use and access the application(s) within the applicable procured product.Workplace Indoor Mapping: Customer acknowledges that, to the extent it activates and uses Workplace Indoor Mapping, Customer Data will be transferred outside of Customer’s ServiceNow instance to a centralized ServiceNow environment, provided that such centralized ServiceNow environment shall be hosted in the same ServiceNow data center region as Customer’s originating ServiceNow instance. For the avoidance of doubt, Customer Data hosted on an originating instance in the U.S. Government Community Cloud ("GCC") shall not be transferred outside the GCC boundary. Customer further acknowledges that the relevant terms set forth in the Agreement pertaining to ServiceNow’s security and data protection program shall apply, except for those generally relating to certifications, attestations, or audits, and penetration testing. Any Customer Data transferred to such centralized ServiceNow environment will be deleted in accordance with ServiceNow’s internal policies and procedures. To the extent Customer is Self-Hosted, then the foregoing with respect to Customer Data export shall not apply. Customer shall be responsible for configuring the deployment of the Workplace Indoor Mapping on its infrastructure, subject to Customer’s Agreement and the applicable Documentation. Predictive Intelligence; Virtual Agent; and Platform Analytics Advanced: Use rights apply only to Workplace Service

		Delivery Professional Applications and included App Engine Starter 10 Custom Tables. App Engine Starter 10: Customer is granted the right to create or install up to 10 Custom Tables and to grant each Application User the right to access those Custom Tables.Protocols and Spokes that are available in the Subscription Product are set forth in the then-current applicable Product Documentation. Use of Protocols and Spokes may require purchase of Integration Hub Transactions at an additional fee.

Table 2 (Rev. 2025): One-Time Migration Products

Product Number	Included Product Name	Type	PUC	DOT	DPH	AIR	DPW	DAT	HSA	Total Migration Quantities
PROD11655	Grandfathered Custom Tables-Custom Tables (Monthly)	Custom Tables	0	112	11	142	0	0	37	302
PROD16951	SPM Standard	SPM User	60	385	415	190	50	0	95	1195
PROD12492	Agile Team (Monthly)	Module	1	1	1	1	1	0	1	6
PROD13011	GRC Legacy ITSA-GRC Operator (Monthly)	GRC Operator	60	385	415	190	50	0	95	1195

Section 6 - Migrated Products, is modified to document the products that have been migrated to new products. These are not available for purchase.

Table 3: ServiceNow Products CCSF has migrated from: (Not available for purchase) (rev. 2025).

2024 Products (not available for purchase)		2025 Products		Description of Change
Product #	Product Name	Product #	Product Name	
PROD00065	Additional Non-Production Instance - US Data Center	PROD20930	Addtional Non-Prod Instance Shared Environment	Migrated to newer product.

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PROD00827	Additional Production Environment - US Data Center	PROD20929	Additional Prod Instance-Shared Environment	Migrated to newer product.
PROD13074	App Engine - Fulfiller	PROD19351	App Engine Enterprise	Migrated to newer product.
PROD12015	Application Portfolio Management - APM User	PROD12015	Application Portfolio Management - APM User	No change
PROD15405	HR Service Delivery Enterprise - HR User v4	PROD22098	HR Service Delivery Enterprise - HR User v5	Migrated to newer product.
PROD15404	HR Service Delivery Professional - HR User v3			Removed
PROD14997	IT Operations Management Visibility - Subscription Unit v2	PROD14997	IT Operations Management Visibility - Subscription Unit v2	No change
PROD17243	IT Service Management Standard - Fulfiller User v3	PROD17243	IT Service Management Standard - Fulfiller User v3	No change
PROD15000	ITOM Discovery - Subscription Unit v2			Removed. ITOM Visibility is the migration for ITOM Discovery.
PROD14995	ITOM Operator Professional - Subscription Unit v2	PROD14995	AIOps Professional-Subscription v2	Name change only
PROD11780	Password Reset Limited - Transaction Pack	PROD11780	Password Reset Limited - Transaction Pack	No change
PROD15073	Safe Workplace Professional -	PROD23608	ServiceNow® Workplace	Migrated to newer product.

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	Safe Workplace User		Service Delivery Professional	
PROD01627	Performance Analytics - Enterprise - Application	PROD01627	Performance Analytics - Enterprise - Application	No change
PROD11370	Employee Document Management	PROD11370	Employee Document Management	No change

Appendix H
Government Cloud Addendum

This ServiceNow Government Community Cloud addendum ("**GCC Addendum,**") sets forth the modified or supplemental terms applicable to ServiceNow's operation and Customer's use of the ServiceNow Subscription Services that are hosted in ServiceNow's Government Community Cloud ("**GCC**") environment ("**GCC Hosted**

Products"). To the extent there is any conflict between the agreement governing Customer's use of the Subscription Products and the terms of this GCC Addendum, the terms of this GCC Addendum shall prevail with respect to GCC Hosted Products. All capitalized terms not defined in this GCC Addendum have the meaning given to them in the Terms of Service. For the avoidance of doubt, this GCC Addendum shall not apply to the services or products hosted in environments other than GCC, professional services, or applications from the ServiceNow

Store.

1. **Support**. Customer Support for the GCC Hosted Products will be provided by ServiceNow's technical support team located in the U.S., by personnel who are U.S. citizens or permanent residents with at least three years of residency in the U.S.

2. **Data Security Addendum**. This Section 2, modifies or supplements the DSA for the GCC Hosted Products:

a. **Security.** All references to ISO27001, ISO27018, SSAE 18/ SOC 1 and SOC Type 2 in the Security Program shall be replaced with NIST Special Publication 800-53, or substantially equivalent standards, governing the processing, storage, transmission, and security of Customer Data.

b. **Section 2.1 Certifications and Attestations**. Delete Section and replace with the following: "ServiceNow shall establish and maintain the controls as detailed in the System Security Program supporting the Subscription Service provisional Authorization to Operate ("**P-ATO**"). At least once per calendar year, ServiceNow shall obtain an assessment against such standards and audit methodologies by a Third-Party Assessment Organization ("**3PAO**") and make the executive reports available to the Customer."

c. **Audit.** The following shall be added to the Audit section of the DSA: "Upon written request ServiceNow shall make available the FedRAMP High and IL4 Authorized reports."

d. **Data Encryption At Rest.** All references to encryption of Customer Data at rest shall be replaced with ServiceNow will encrypt Customer Data at-rest in accordance with the System Security Program. Customer, at their own discretion, may additionally enable encryption features made available within the GCC Hosted Products.

e. **Data Location**. GCC instances shall be hosted within the U.S.

Appendix I
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 located at https://www.servicenow.com/upgrade-schedules.html (or such successor site or related locations designated by ServiceNow).

Advanced AI and Data Products Terms 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, 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.

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.

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.

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.

Appendix I
Advanced AI and Data Products Amendment

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,

Transactions require the purchase of a separate Integration Hub package.

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.

Restricted and Self-Hosted Usage Policy. Use of this Subscription Product is governed by the Restricted and Self-Hosted Usage Policy 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.

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 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 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.

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.

Appendix I
Advanced AI and Data Products Amendment

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 (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.

Appendix J
Advanced AI and Data Products Amendment for Commercial Hosting

These Advanced AI and Data Products Amendment for Commercial Hosting terms ("Commercial AI Amendment") apply only to the individual Subscription Services or Software identified below or within Customer's Ordering Document, and then only to the extent that Customer accesses and uses any such individual Subscription Services or Software in ServiceNow's commercial hosting environment. All capitalized terms not defined in this Commercial AI Amendment 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 Commercial AI Amendment and the Agreement, the Commercial AI Amendment terms control.

1. Updatability. For terms provided by hyperlink in this Commercial AI Amendment, ServiceNow may update the hyperlinked 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 updated terms.

2. Data Processing. Notwithstanding anything else to the contrary in the Agreement or Ordering Document, the Subscription Services or Software identified in this Commercial AI Amendment may involve the transfer of certain Customer Data necessary for performance of the Subscription Service or Product outside of the Customer's originating data center hosting region.

3. Product Terms. The terms referenced below are located at https://www.servicenow.com/upgrade-schedules.html (or such successor site or related locations designated by ServiceNow)

3.1. Third Party Hosted Products. The following terms apply to use of any Subscription Products set forth in an Ordering Document that use data hosting provided by third party Sub-Processors: Third Party Hosted Product Addendum

3.2. Product Specific Terms. The following terms apply to use of Advanced AI and Data Products: Product-Specific Terms

4. App Store Terms. The following terms apply to use of any Apps obtained from ServiceNow'sApp Store, available at https://store.servicenow.com/ (or any successor site or related locations designated by ServiceNow):

4.1.1. ServiceNow Store Terms of Use

4.1.2. ServiceNow Store App Addendum or Vendor App Subscription Terms and Conditions

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4.1.3. Any other Terms and Conditions posted for an individual App.

5. Government Customer. If Customer is an agency or department of the federal, state, or local government or is using any of the products, features, or Subscription Service or Software on behalf of the U.S. Government or other government organization (collectively "**Government Customer**") and these Commercial AI Amendment terms do not meet Government Customer's requirements or are inconsistent with applicable law, regulations or Government Customer's contract terms, Government Customer must immediately discontinue its use of the applicable product, feature, or Subscription Service or Software. Government Customer represents and warrants that it has the authority and capacity to accept these Restricted and Self-Hosted Product-Specific Terms and to bind the Government Customer. These Commercial AI Amendment terms will control to the extent of any conflict with other terms of service applicable to usage of ServiceNow's products, features, or Subscription Service or Software. Government Customers are solely responsible to confirm with the agency's Ethics Office or its authorized representative that acceptance and usage of the products, features, or Subscription Service or Software is permissible.

Appendix K
Government Learning Credits

Overview

ServiceNow Government Learning Credits allow our U.S. federal, state, and local government customers the flexibility to purchase ServiceNow Training and Certification products and services (collectively, "Training and Certification Products"). As used herein, "Customer" shall mean the party, entity or individual purchasing or using ServiceNow Learning Credits. We know our most successful customers upskill their teams to build, run, and use the Now Platform. A trained and proficient team can help you optimize your investment in ServiceNow and position your organization to achieve business objectives. Learning Credits makes managing your training plan easier and more impactful in the long term. One (1) learning credit (LC) is the equivalent value of $1 USD.

Learning Credits Schedule

Customer may redeem Learning Credits for ServiceNow Training and Certification Products according to the following tables. For a listing of public instructor-led and on demand published courses, visit https://learning.servicenow.com Pricing subject to change. Language availability varies by training format.

Product	Format	Type	Unit	Learning Credits Needed	Students Included
All 2-day ServiceNow Courses	Instructor-Led Class (onsite or virtual)	Public	2 days	1,900	1 course seat
		Private	2 days	13,500	Maximum 16 attendees*
All 3-day ServiceNow Courses	Instructor-Led Class (onsite or virtual)	Public	3 days	2,700	1 course seat
		Private	3 days	20,000	Maximum 16 attendees*
Workshop	Instructor-Led Class (onsite or virtual)	Private	Varies	6,700 per day/course title**	Maximum 16 attendees
Private Tailored Training	Instructor-Led Class (onsite or virtual)	Private	Varies	6,700 per day (3 day minimum)	Maximum 16 attendees
Adopting a Platform Owner Mindset	Instructor-Led Class (onsite or virtual)	Public	2 days	1,900	1 course seat
		Private	2 days	22,000	Minimum 12 and Maximum 30 attendees

Customers incur reasonable travel and expense costs for onsite private classes.

*Additional attendees upon approval and with additional Learning credit charge

**Please note that only one course title per day is included in the price of the 1-day workshop. If an additional course title is added, there will be an additional daily rate charged, per title added.

Appendix K
Government Learning Credits

Certification*

Exam Voucher Type	Unit	Learning Credits Needed	Students Included
Certified System Administrator (CSA) Certified Application Specialist (CAS) Certified Application Developer (CAD)	1 voucher	300	1
Certified Implementation Specialist (CIS)	1 voucher	450	1
Mainline Certification - Exam retake	Per Person	100	1
Certified Master Architect (CMA)†	Per Program	17,000	1
Certified Technical Architect (CTA)†	Per Program	7,000	1
Architecture Excellence (ArchX) †	Per Person	2,500	1
Certified Workflow Architect - Customer and Industry Workflows †	Per Person	4,000	1
Certified Technical Architect Program - Exam retake	Per Person	800	1
Certified Master Architect Program - Exam retake	Per Person	2,000	1
Certification Maintenance Program (CMP) Fee	Paid 1x annually	200	1

* Vouchers can be purchased upon completion of the related technical training course. A voucher is included in the price of applicable instructor-led courses; and sold separately for on demand courses.

Annual certification maintenance fees apply per person and provide the student access to two delta release windows annually, with as many delta exams as held for respective mainline certifications.

† This program is not eligible for discounts.

Appendix K
Government Learning Credits

User Adoption*

Product		Unit	Learning Credits Needed	Students Included
		Refer to User Adoption Offering Description for details as set forth in https://learning.servicenow.com/kb_view.do?sysparm_article=KB0012644		
User Adoption Packages				+ See footnote
User Adoption Package Tier 1 (one application)		Per Package	40,000	N/A
User Adoption Package Tier 2 (two applications)		Per Package	75,000	N/A
User Adoption Package Tier 3 (three applications)		Per Package	150,000	N/A
User Adoption Package Tier 4 (four or five applications)		Per Package	225,000	N/A
User Adoption Package Add - Ons				
Package Add-on: Recorded Demo Videos**		Per application (up to 20 minutes of content)	14,000	N/A
Package Add-on: Live Training Delivery Day**		Per day	2,700	+ See footnote
Package Add-on: e-learning**		Per 1 hour course	35,000	N/A
Package Add-on: job aids**		Per application (up to 5 per application)	4,400	N/A
Package Add-on: quick reference card**		Per application (2-page QRC)	2,200	N/A
Self Service Ready to go pack***		Per Pack	5,000	N/A

* Offerings are sold per application unless otherwise noted
** You can only purchase package add-on to a package for the same application or applications for where content is being developed in the package.
*** User Adoption Ready-to-go packs are available for purchase via https://learning.servicenow.com.
\+ For any live delivery day of training content (in packages or as an add-on delivery day). The following applies:
- Process user training ("PUT"):
    - Onsite training is limited to fifteen (15) students
    - Virtual training is limited to twenty-five (25) students.
- Train-the-trainer ("TTT"):
    - Both virtual and onsite training is limited to ten (10) students

Appendix K
Government Learning Credits

Terms and Conditions

ServiceNow Government Learning Credits can be used only for the ServiceNow Training and Certification Products listed above and may not be used for ServiceNow Knowledge registration or other events as stated. If Customer is purchasing: (i) directly from ServiceNow, Customer agrees to pay the total fee amount invoiced and Learning Credits will be provided on the terms and conditions in the Order Form and the underlying master agreement executed by the parties, if any ("Agreement"); (ii) from a ServiceNow authorized reseller ("Reseller"), the Learning Credits will be provided subject to the Public Sector Service Terms of Use, incorporated by reference herein from https://www.servicenow.com/upgrade-schedules.html, except as otherwise agreed to by ServiceNow. Government Learning Credits shall be invoiced on a monthly basis in arrears and based on consumption, with consumption occurring upon course registration or completion, as defined by ServiceNow. Government Learning Credits are valid for twelve (12) months from the date of purchase, unless otherwise stated. All live courses, classes, programs and User Adoption projects and offerings must be completed by the learning credit expiration date. All orders are noncancellable, non-refundable, and not subject to acceptance. Training and Certification Products will expire at the specified Term End Date in the corresponding Training and Certification Products line item on the ordering document ("End Date") or, if no such End Date appears, then twelve (12) months from the latest signature of the ordering document. Any unused Learning Credits shall expire with no further credit or refund and shall have no value thereafter. Customer will not be charged for any unused credit.

Customer Cancellation for Instructor-led Public and Private Offerings

ServiceNow requires written notice of a cancellation or reschedule request at least fourteen (14) calendar days prior to the scheduled class. Customer must self-cancel enrollment no less than fourteen (14) calendar days prior to the class start date. The self-cancellation must be made through the website https://learning.servicenow.com; otherwise, the Customer will forfeit 100% of the pre-paid training fees and reimburse ServiceNow or Reseller (as applicable) for all reasonable travel expenses incurred in connection with such cancelled training. Customer must complete the reschedule of the enrollment no less than fourteen (14) calendar days prior to the class start date. The reschedule must be made through the website https://learning.servicenow.com; otherwise, the Customer will forfeit 100% of the pre-paid training fees and reimburse ServiceNow or Reseller (as applicable) for all reasonable travel expenses incurred in connection with such cancelled training.

Appendix L
ServiceNow Upgrade Policy

Customer Rescheduling or Cancellation for User Adoption training, offerings, services, and engagements.
The Customer may cancel their User Adoption engagement by providing written notice to useradoption@servicenow.com within fourteen (14) business days from the date of the Engagement being set to "Confirmed" status (the date at which written confirmation to proceed with the "Resourcing and Engagement Confirmation" is received from the customer), otherwise, Customer will forfeit 100% of the pre-paid Learning Credits. After the project has begun and the Customer has agreed to a timeline for any portion of a deliverable, they can modify the timeline up to fourteen (14) business days before the start of that specific deliverable. Customer must reimburse ServiceNow for all reasonable travel expenses incurred in connection with such cancelled or rescheduled training and/or engagements. ServiceNow shall not be responsible for delays due to the lack of access, facilities, cooperation, or information requested by ServiceNow or changes to the approach of User Adoption deliverables purchased by the Customer. For more information on User Adoption offerings terms and conditions, refer to User Adoption Program Guide. https://learning.servicenow.com/kb_view.do?sysparm_article=KB0012644 .

Why Stay Current?
Staying current by upgrading to new release families is crucial to customer success. Staying current enables you to take full advantage of the innovations made available through our releases, to deploy new products, and to get the highest levels of security, availability, and performance.

Supported and Unsupported Release Families
The current policy of ServiceNow is to support the most recent and the immediately previous release families. Because ServiceNow generally releases two new release families per year, you will need to upgrade approximately once per year to stay on a supported release family. The timing and frequency of releases is subject to change at the sole discretion of ServiceNow. ServiceNow provides Updates (e.g., patches and hotfixes) only for supported release families.

Required Upgrades
You generally can schedule upgrades at your convenience; however, if you fall behind and your instance is on an unsupported release family, ServiceNow will schedule an upgrade for your instance to the most current release family to ensure access to the latest features as well as the latest security, performance, and availability benefits.

Appendix M
ServiceNow Store Terms of Use

Pursuant to a separate transaction between the customer entity (**"Customer"**) and ServiceNow's authorized reseller ("**Reseller**"), Customer has purchased from Reseller certain services to be delivered by a ServiceNow entity identified in the Reseller Order (**"ServiceNow"**) that may include access to and use of ServiceNow's app store located at http://store.servicenow.com ("**Store**"). These ServiceNow Store Terms of Use ("**Agreement**") specify the terms and conditions that govern Customer's use of the Store and any App (as defined below) offered therein, including but not limited to Customer's download of the App and Customer's payment therefore. In the event of any conflict between the terms and conditions of this Agreement and Customer's agreement for its use of the ServiceNow Product ("**Subscription Terms and Conditions**"), this Agreement shall govern to the extent of such conflict. All terms not otherwise defined herein shall have the meanings ascribed to them in the Subscription Terms and Conditions.

1. Definitions. "**App**" means customizations of ServiceNow Products offered on Store. "**App Conditions**" means the terms and conditions applicable to a particular App. "**ServiceNow App**" means an App developed by ServiceNow that is expressly designated as such on Store. **ServiceNow Product**" means any ServiceNow products and services available outside of Store. ServiceNow Apps are not ServiceNow Products. All Apps are licensed by third parties and not ServiceNow except ServiceNow Apps. ServiceNow is not a party to any App Conditions except App Conditions for ServiceNow Apps.

2. Purchase and Payment of Apps. Rights to access Apps are subject to the applicable App Conditions and Customer's agreement for use of the ServiceNow Product on which the App is installed. Prices stated on Store are final. By downloading or using any App from the Store, Customer represents that an individual with authority to bind the entity accepts the App conditions and, as applicable, has authority to commit funds on the Customer's behalf. If the Customer does not agree to accept the applicable App Conditions, Customer may not use the App. Except as otherwise required by the termination for convenience clause under FAR part 52.212-4, or applicable agency supplement, which shall apply only by and between the Reseller entity and Customer, purchases made on Store are final, non-cancellable and non-refundable, and a continuous and non-divisible commitment for the full duration of its then-current term regardless of the invoice schedule. Subscription terms are for 12 months and may be renewed upon Customer's request thirty (30) days prior to the end of the then-current term. Prices for renewal are subject to increase upon advance notice to Customer. If Customer purchases an App by credit card, Customer's card will be billed monthly during the subscription term. Otherwise, payment for an App is due within 30 days after invoice. In the event Customer's payments are late, the parties agree that ServiceNow, or the Reseller, as applicable would be able to avail itself of the applicable government procurement disputes regulation governing this Agreement. ServiceNow may suspend or cancel Customer's subscription if payment is late. Prices exclude all taxes associated with Customer's purchase, access to, use of or payment for the App, which Customer is responsible for paying, unless Customer is exempt under applicable law.

ServiceNow is exclusively responsible for taxes imposed on its net income. All applicable sales tax, value-added tax, duties and other similar governmental charges shall be based on the ship-to address provided by Customer, unless Customer is exempt under applicable law.

3.App Rights and Restrictions. Customer will use Apps solely as run on ServiceNow Products. Purchase of an App (including a ServiceNow App) does not entitle Customer to use ServiceNow Products, which Customer must purchase separately. Customer may not: (a) provide a third party with access to an App except as necessary to provide services to Customer as an agent or contractor; or (b) use the App to develop a product that is operable apart from the ServiceNow Products or to circumvent ServiceNow APIs. Upon notification of overuse of an App from ServiceNow, Customer will purchase additional subscription rights or stop such overuse within thirty(30) days.

4. Platform Use Rights. If Customer purchases an App, it is permitted to use solely that App and no further right to run other applications or customizations on ServiceNow Products is provided. Unless expressly marked on the Store description web page for the particular App as including platform subscription rights to use the App, Apps available for free require the additional purchase of the right to run the App to the same extent that Customer would require platform subscription rights to use applications or customizations if the App were developed by Customer as a customization of the ServiceNow Products.

5. Responsibilities. Customer uses Apps at its own risk. ServiceNow will have no liability or obligation to Customer with respect to Apps, other than ServiceNow Apps as provided in the applicable App Conditions. Customer's use of an App (including a ServiceNow App) with a ServiceNow Product constitutes a modification or customization of that ServiceNow Product by Customer for purposes of any separate agreement between Customer and ServiceNow and such customization or modification (or malfunction caused thereby) will not be subject to any support, warranty or indemnity under any such separate agreement.

6. Termination. Except as otherwise required by the termination for convenience clause under FAR part 52.212-4(l), or applicable agency supplement, which shall apply only by and between the Reseller entity and Customer, this Agreement remains in effect until expiration of a subscription term for the App without prior renewal or until terminated by either party for any reason upon 30 days' written notice, whichever occurs first. Upon expiration or termination: (a) Customer shall cease to use the App; (b) Customer will uninstall the App within forty-five (45) days of the date of expiration or termination, or if no action is taken after such time or ServiceNow terminated this Agreement for cause, ServiceNow may uninstall the App; (c) Customer may not renew the then-current subscription term; and (d) the entirety of this Agreement, including Customer's payment obligations, will survive. Termination of this Agreement or any App Conditions have no effect on Customer's subscriptions or licenses to ServiceNow Products.

7. Deactivation. If ServiceNow reasonably believes use of an App violates any law or third-party right, degrades ServiceNow's Rev. 10082020 ability to meet its support, service availability or security terms, or may create an implicit or explicit failure of the confidentiality, integrity or availability of the ServiceNow Products (including, by way of example only: (i) executing commands as another user; (ii) accessing data in excess of permissions; (iii) posing as another user or service within a system; (iv) causing an abnormal denial of service; (v) inadvertently or intentionally destroying data without permission; or (vi) exploiting any encryption implementation weakness (such as to reduce the time or computation required to recover the plaintext from an encrypted message)), then ServiceNow may deactivate the App to prevent further detrimental effects on the ServiceNow Products or require Customer upon notice to remove that App from Customer's instance of ServiceNow Products.

8. Disclaimer of Warranties. SERVICENOW SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO STORE OR ANY APP (INCLUDING A "CERTIFIED APP") INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM DEFECTS OR VIRUSES, OR AVAILABILITY. THESE DISCLAIMERS OF WARRANTY DO NOT APPLY TO EXPRESS WARRANTIES MADE BY SERVICENOW IN APP CONDITIONS FOR SERVICENOW APPS.

9. Limitations and Exclusions of Liability. EXCEPT TO THE EXTENT PROHIBITED UNDER LAW OR AS OTHERWISE EXPRESSLY AGREED TO BY SERVICENOW IN THE APP CONDITIONS FOR SERVICENOW APPS, SERVICENOW SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH STORE OR ANY APP, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, COVER AND COSTS OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SERVICENOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SERVICENOW REVIEWED, MODERATED, COMMENTED ON OR PROMOTED THE APP GIVING RISE TO DAMAGES. IF SERVICENOW IS LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND, THEN SERVICENOW'S TOTAL, CUMULATIVE LIABILITY TO CUSTOMER, ARISING OUT OF OR RELATED TO STORE OR ANY APP, WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT EXCEED THE PRICE (IF ANY) THAT CUSTOMER PAID THROUGH STORE TO ACCESS THAT APP DURING THE 12 MONTH PERIOD BEFORE SUCH LIABILITY AROSE. MULTIPLE CLAIMS WILL NOT INCREASE THIS LIMIT. THE PARTIES HAVE AGREED THAT THE LIMITATIONS OF THIS SECTION 9 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

10. U.S. FedRAMP. The following applies exclusively to the extent that the App will be provisioned to a ServiceNow instance hosted in an authorized United States Federal Risk Authorization Management Program ("FedRAMP") datacenter: Customer agrees and acknowledge that ServiceNow's FedRAMP Provisional Authorization to Operate (P-ATO) does not apply to the security, privacy or any other attributes of any App. CUSTOMER AGREES TO ASSUME ALL RISK AND RESPONSIBILITIES OF SUCH INSTALLATION AND USE OF THE APP IN THE FEDRAMP INSTANCE AND RELEASES SERVICENOW FROM ALL LIABILITY RELATED TO SUCH INSTALLATION AND USE.

11. General Terms. Customer will not access Apps in violation of any country's laws or regulations, including export controls. No waiver of this Agreement by ServiceNow will be deemed a further or continuing waiver. Customer may submit purchase orders for its administrative convenience, but those purchase orders will not affect the terms of this Agreement, which may only be modified as provided in this Section 11 or by a writing signed by both parties. ServiceNow may amend this Agreement, upon notice to Customer. Such amendments will apply to transactions on Store on a going-forward basis. If Customer does not agree to such amendments, Customer's recourse is to refrain from further use of Store. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect. The parties are independent contractors. This Agreement shall be governed by the laws of the United States of America. Any dispute arising out of this Agreement, Store or any App shall be heard exclusively by a U.S. Federal court or board of contract appeals of competent jurisdiction. This Agreement constitutes the final and entire agreement between Customer and ServiceNow with respect to Store and the Apps, and it supersedes all prior and contemporaneous agreements relating to its subject matter except as expressly provided herein. This Agreement controls over any conflicting provision in App Conditions or Website Terms unless otherwise expressly provided herein. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart. Facsimile signatures shall be binding to the same extent as original signatures.