

BY CLICKING THE "I AGREE" BUTTON YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS NON-DISCLOSURE AGREEMENT ("NDA").

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND COMPANY TO THIS NDA. YOU AND THE LEGAL ENTITY THAT YOU REPRESENT ARE REFERRED TO IN THIS NDA AS "**COMPANY**". THE "**EFFECTIVE DATE**" OF THIS NDA WILL BE THE DATE THAT YOU CLICK "I AGREE" AND IS BETWEEN SERVICENOW, INC. ("**SERVICENOW**") AND COMPANY.

"**Affiliate**" means any person or entity directly or indirectly Controlling, Controlled by, or under common Control with a party, where "**Control**" means the legal power to direct or cause the direction of the general management of the legal entity.

1. **Purpose.** ServiceNow and Company wish to explore a business opportunity of mutual interest; and in connection with this opportunity, the parties may disclose to one another certain confidential and/or proprietary information to evaluate or engage in discussions concerning the contemplated business relationship (the "**Purpose**"). Each party is willing to disclose such information under the terms and conditions set forth in this NDA.
2. **Confidential Information.** The term "**Confidential Information**" means any and all information whether in written, oral, visual, electronic or any other form, and whether or not labeled as confidential that the receiving party should reasonably understand to be confidential based on the nature of the information or circumstances of disclosure, that has been or will be provided by either party ("**Discloser**") to the other party ("**Recipient**") including without limitation license pricing, business and marketing plans, financial data, compiled databases, computer software, customer lists, ideas, concepts, prototypes and any other matters relating to the products, technical information or business of Discloser. Confidential Information does not, however, include any information which Recipient can show:
 - a. was already in its lawful possession prior to receipt of the same from Discloser;
 - b. has become publicly known or otherwise generally available to the public through no action or fault of Recipient;
 - c. was received without restriction from a third party that, to the knowledge of Recipient, was not under, and did not impose, any confidentiality obligation; or
 - d. was independently developed by Recipient without use of any Confidential Information of Discloser.
3. **Use and Non-disclosure.** Recipient may only use and disclose Discloser's Confidential Information for the Purpose. Recipient will not disclose Discloser's Confidential Information to any third parties without the prior express written consent of Discloser, and will limit access to Discloser's Confidential Information only to its, and its Affiliates', employees who have a need to know such Confidential Information and are subject to written agreements that are at least as protective of the Confidential Information as provided in this NDA (collectively "Representatives"). Recipient may not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Discloser's Confidential Information and which are provided to Recipient hereunder. Recipient agrees that it will take all reasonable measures to protect the secrecy of and prevent disclosure of the Confidential Information. Without limiting the foregoing, Recipient will take at least those measures that Recipient takes to protect its own most highly confidential information and will advise its Representatives who have access to such Confidential Information of their non-use and non-disclosure obligations. Recipient will be liable for any breach of this NDA by its Representatives. Recipient will immediately notify Discloser in the event of any unauthorized use or disclosure of the Confidential Information. Recipient will not export or re-export any such Confidential Information in violation of any U.S. or other export control laws or regulations. In the event of a lawful court order compelling disclosure of any Confidential Information subject to this NDA, Recipient will, subject to such order, provide Discloser with prompt written notice thereof, and will reasonably cooperate with Discloser to seek confidential or other protective treatment of such information.
4. **No Further Agreement.** Nothing herein obligates ServiceNow or Company to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this NDA concerning the Purpose. Recipient acknowledges that Discloser is not responsible, nor liable for any business decision made by Recipient based on any Confidential Information provided. Each party disclaims all

representations and warranties, whether express, implied, statutory or otherwise, as to the completeness or accuracy of any of its Confidential Information.

5. **Title.** Discloser retains all title to its Confidential Information and all copies thereof. Except as expressly provided herein, nothing in this NDA will be deemed by implication or otherwise to convey to Recipient any title, right, license, patent, copyright, trademark, know-how or trade secret (collectively, "IPR") relating to the Confidential Information of Discloser.
6. **Return of Materials.** Upon the expiration of this NDA, all documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient will be promptly destroyed or returned to Discloser upon request.
7. **Term.** The term of this NDA starts on the Effective Date and will expire 3 years thereafter, unless earlier terminated by either party by providing written notice of termination. The parties' obligations respecting non-disclosure and non-use, and return and/or destruction of Confidential Information will survive the expiration or termination of this NDA.
8. **Remedies.** Recipient agrees that any violation or threatened violation of this NDA may cause irreparable injury to Discloser, entitling Discloser to seek injunctive relief in addition to all legal remedies.
9. **Miscellaneous.** This NDA contains the entire agreement between the parties with respect to the subject matter hereof and may be executed and delivered in counterparts (each of which will be deemed an original), including electronic signatures and electronic delivery. This NDA is governed by the laws of the State of New York, without application of its conflict of laws rules. The parties irrevocably consent to the exclusive jurisdiction of, and venue in, any court of competent jurisdiction located in New York County, New York. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's IPR. Any failure to enforce any provision of this NDA will not constitute a waiver thereof or of any other provision hereof. This NDA may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this NDA will be entitled to recover attorneys' fees and costs.