

MAHARISHI MARKANDESHWAR (DEEMED TO BE UNIVERSITY)

MULLANA-AMBALA, HARYANA (INDIA), 133-207

(Established under Section 3 of the UGC Act, 1956)

(Accredited by NAAC with Grade 'A++')

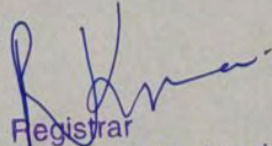
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Website: www.mmumullana.org
E.Mail: info@mmumullana.org

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Registrar
Maharishi Markandeshwar
(Deemed to be University)
Mullana-Ambala 133-207

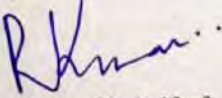
Memorandum of Understanding

This Memorandum of Understanding (MoU) is signed between Harbir Nursery, Dadlu, Sah Kurukshetra (herein after referred as collaborating organization) and Maharishi Markandeshwar (Deemed to be University, Mullana, Ambala, Haryana (herein after referred as MM(DU) 10.01.2023.

Harbir Nursery, Dadlu, Sahabad, Kurukshetra is involved in export of vegetables, flowers, culture plants etc. to many countries through their highly modernized nursery abroad and MM(DU) is an Institution approved by various regulatory/Government bodies and is involved in providing Higher Education to the students.

This MoU is executed with a view to establish working/professional relationship between the two for sharing physical, human & informational resources, particularly in the areas of staff development and student training on mutually agreed terms and condition. In this respect it, is hereby agreed to that:

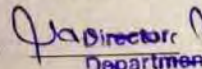
1. MM(DU) will offer short duration courses continuing education programmes for upgrading the knowledge and skills of working technical manpower of collaborating organization on mutually agreed areas and term & conditions.
2. MM(DU) will make available its physical resources for organizing seminars and conferences in collaboration with the collaborating organisation on areas of common interest.
3. MM(DU) may involve top level executive (s) of the collaborating organization from time to time in making policy decisions.
4. MM(DU) will provide testing and consultancy services for the collaborating organization on mutually agreed terms & condition.
5. Collaborating organization will help in the training of students and faculty on mutually agreed terms & conditions.
6. Collaborating organisation will help on providing suitable live projects to the students as per their development needs.
7. Both the parties will build image of each other for betterment of both.
8. This MoU does not preclude the possibility of MM(DU) and Collaborating Organization entering into similar MoU with any other organisation (s) for similar objectives.
9. This MoU is not a legal document for approaching the Court of Law on any matter. It is only a MoU for mutual benefit of both the parties and will continue till both the parties mutually agree to help each other. However, this MoU will be reviewed after every 2 years by both the parties for making additions and deletions in any clause (s) for mutual benefit of each other.

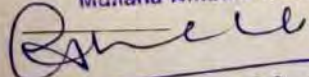

Signature of behalf of
Maharishi Markandeshwar (Deemed to be University)
Mullana-Ambala

**Registrar
Maharishi Markandeshwar
(Deemed to be University)
Mullana-Ambala 133-207**


Signed on behalf of
Harbir Nursery, Dadlu,
Sahabad, Kurukshetra

In the witness of :

1. 
Director,
Department of Agriculture
Maharishi Markandeshwar
(Deemed to be University),
Mullana-Ambala, 133207, HR

2. 
Dr D. P. Mehra
Professor (Ag)
MMDU, Mullana.

For Harbir Nursery Farm

Harbir's  Prop.

Memorandum of Understanding
Between

Maharishi Markandeshwar
(Deemed to be University)
Mullana-Ambala, INDIA
(Accredited by NAAC with Grade A++)



Mahatma Gandhi House, Theodor Haus
Str - 11 37075, Goettingen, Germany



Maharishi Markandeshwar (Deemed to be University) MM(DU), Ambala is a premier Institution under Maharishi Markandeshwar Trust that was established in 1993. It has been approved by the University Grants Commission (UGC) and accredited by the NAAC with its highest Grade 'A++'. MM (DU) situated at Mullana on the outskirts of Ambala, Haryana. MM (DU) has built its goodwill as the best University of North India with a rich legacy of excellence in research, innovation and skill development. MM (DU) incorporates the best by presenting a synergy of curricula from both the UGC model of education and the leading schools from all around the world. The University is offering, besides others, courses of B.Sc. (Hons) Agriculture, B.Sc. (Hons) Agriculture (Integrated), M.Sc. Agriculture in Agronomy & Entomology and also PhD in Agronomy in the Department of Agriculture.

Mahatma Gandhi House is located in Goettingen in the state of Lower Saxony, Germany. Mahatma Gandhi House functions for African - Asian Studies Promotion Association which promotes academic activities through its sub-organization known as International Foundation of Sustainable Development in Africa and Asia. The main activities of IFSDAA - AASF are to organize international conferences, webinars, workshops, innovation idea competition, skill development and capacity building of students from Afro- Asian and European countries.

In recognition of common interests shared and as an expression of the desire to expand and strengthen the relationship between two organizations, **Maharishi Markandeshwar**

(Deemed to be University) [MM(DU)] Mullana-Ambala and Afro-Asian Studies Promotion Association, Mahatma Gandhi House, Goettingen, Germany hereby enter into the following Memorandum of Understanding (MoU). The MOU will be signed between [MM(DU)] and AASF hereinafter referred to as Institution I and II respectively.

Article I

The objectives of the MoU are to harness the synergy and strengths of both institutions and to coordinate the cooperation of both institutions in higher education, knowledge transfer and research.

Article II

Both institutions express a shared interest in the following activities:

- Short term faculty exchange
- Short term student exchange
- Collaborative academic programs
- Collaborative Research
- Holding of joint academic events such as seminars/workshops and conferences
- Joint activities for skill development and capacity building

Article III

Priorities areas of collaboration between the institutions will be identified and joint academic and research programs will be formulated. Both the institutions contribute to the modular teaching and expertise in this project on mutually agreed terms and conditions. Exchange of faculties and students for the participation in education/research innovation/extension will be formulated.

Article IV

The implementation of this MoU is a basis for the cooperation of the respective faculties and their departments and depends on the availability of funds for joint activities. The co-operating institutions will do their utmost to find the financial support necessary to make the present MoU come into effect. All commitments, obligations and expenditures related to any project approved under this MoU shall be administered in accordance with each Institution's practices and policies and the specific terms and conditions of funding agencies.

Article V

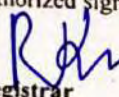
This MoU shall remain effective for a period of three years from the date of signing by both institutions and be subject to revision and extension. Each institution may terminate the MoU by giving three months' notice. Any joint project activity undertaken between both institutions may be terminated by mutual consent between the institutions with six months' notice in writing by either institution. However; the programs initiated during the term of the MoU shall be required to be completed as per the duration of the program.

Article VI

The MoU is written in English in two copies, one copy for each side. It will enter into force after approval and signature by responsible authorities of each partner.

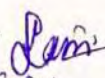
For **Maharishi Markandeshwar**
(Deemed to be University)
Mullana, Ambala, India

Authorized signatory:


Registrar
Maharishi Markandeshwar
(Deemed to be University)
Mullana, Ambala 133-207
Registrar
Maharishi Markandeshwar
(Deemed to be University) [MM(DU)]
Mullana (Ambala), India
www.mmumullana.org

Date: 16.9.22

Witness


Prof. Adesh K. Sami
Dir. R&D Cell
MM (DU)

For **African-Asian studies Promotion Association**
and **IFSDAA Mahatma Gandhi House,**
Goettingen, Germany

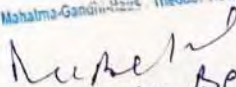
Authorized signatory:


President Afro-Asian Afro-Asian
Studies Promotion Association
Theodor Haus Str-11 37075
Goettingen, Germany
ifsdAA2022@gmail.com, asf@asf.de

Date: 16.9.22

Witness

Afrikanisch-Asiatische Studienförderung e.V.
Arbeitskreis Afrikanisch-Asiatischer
Akademiker und Akademikerinnen
Mahatma-Gandhi-Haus, Theodor-Heuss-Str.11/37075 Göttingen, Germany


(R.K. Beal)
Int. Coordinator IFSDAA/ASAF

ServiceNow Contract #: LCN0028092

PARTNERNOW® MASTER AGREEMENT

Version 3.4, March 16, 2023

IMPORTANT: THIS IS A LEGAL DOCUMENT. PLEASE READ IT CAREFULLY. THIS PARTNERNOW MASTER AGREEMENT (TOGETHER WITH ITS ATTACHMENTS, "AGREEMENT") FORMS A BINDING CONTRACT BETWEEN SERVICENOW (DEFINED BELOW) AND THE ENTITY IDENTIFIED IN THE SERVICENOW PARTNER PROGRAM APPLICATION OR IN THE ELECTRONIC SIGNATURE INFORMATION AT THE END OF THIS AGREEMENT ("PARTICIPANT"). IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT, THEN DO NOT APPLY FOR ENROLLMENT, REGISTER WITH, ACCESS MATERIALS OF, OR OTHERWISE PARTICIPATE IN THE SERVICENOW PARTNER PROGRAM.

PARTICIPANT ACCEPTS THIS AGREEMENT BY: (1) APPLYING FOR ENROLLMENT IN ANY SERVICENOW PARTNER PROGRAM; (2) INDICATING ACCEPTANCE OF THESE TERMS; OR (3) ACCESSING ANY PROGRAM BENEFIT (INCLUDING EXERCISING OR PURPORTING TO EXERCISE ANY OF THE RIGHTS GRANTED TO PARTICIPANT UNDER THIS AGREEMENT). THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF PARTICIPANT REPRESENTS THAT HE OR SHE: (1) HAS THE AUTHORITY TO REPRESENT PARTICIPANT AND, IF APPLICABLE, COMMIT FUNDS ON ITS BEHALF; AND (2) HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS AGREEMENT. SERVICENOW ACCEPTS THIS AGREEMENT BY ISSUING AN APPOINTMENT CONFIRMATION.

Participant and ServiceNow each shall be referred to as a "**party**" and collectively as the "**parties.**" Upon acceptance of this Agreement and during its term, Participant may request appointment to one or more ServiceNow Partner Programs. The ServiceNow Partner Programs as of the date of this Agreement include the: (1) Reseller Partner Program; (2) Consulting and Implementation Partner Program; (3) Authorized Training Partner Program; (4) Build Partner Program; and (5) Service Provider Partner Program. Upon review of Participant's application, ServiceNow may decline to admit Participant into the ServiceNow Partner Program (or any particular Program of the ServiceNow Partner Program) for any reason, including but not limited to missing or inaccurate application information or lack of apparent authority of the individual purporting to accept this Agreement on behalf of Participant. Each Program is subject to the applicable Program Terms attached to and made a part of this Agreement. Program Terms apply to Participant upon appointment to the applicable Program. Some Program benefits may require payment of a fee or additional approval by ServiceNow.

1. DEFINITIONS. Capitalized terms used in this Agreement shall be defined where first used or as follows:

1.1. "**Affiliate(s)**" means any person or entity directly or indirectly Controlling, Controlled by, or under common Control with a party, where "Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause direction of the general management of a legal entity.

1.2. "**Ancillary Software**" means software licensed to Participant by ServiceNow together with a provisioned Partner Instance or purchased under an Order Form (excluding APIs and Documentation) that is intended to operate on Participant-provided machines to: (a) facilitate the operation of the Subscription Service and interoperation of the Subscription Service with other software, hardware or services, excluding APIs; or (b) support or enable additional functionality for the Subscription Service.

1.3. "**APIs**" means ServiceNow's application programming interfaces that enable external applications to access the Subscription Service (e.g., via SOAP- or REST-based interfaces), including subsequent revisions and modifications, published by ServiceNow for use with the Subscription Service or generated using the Subscription Service. "**API Documentation**" means documentation for the APIs. "**API Sample Code**" means source code provided in the API Documentation, which is referenced therein as sample code, if any. ServiceNow may publish some API Documentation on its website or wiki pages or may include (or allow users to generate or modify) some APIs in the Subscription Service.

1.4. "**Appointment Confirmation**" means a printed or electronic communication issued by ServiceNow confirming Participant's appointment to one or more Programs.

1.5. "**Appointment Effective Date**" means, with respect to each Program, the date specified on the applicable Appointment Confirmation or, if no such date is specified, the date on which ServiceNow sends the Appointment Confirmation.

1.6. "**Authorized Use Configuration**" means a written description of authorized scope of use of the

Subscription Service, including: (a) identification of the Subscription Service; (b) a period of authorized use; (c) numbers, types or identifiers of permitted users, servers and locations; or (d) other parameters limiting or conditioning a Customer's or Participant's access to the Subscription Service.

1.7. **"Collateral"** means ServiceNow sales, marketing and advertising materials made available on the Partner Portal or otherwise provided to Participant under this Agreement, in printed or electronic format, pertaining to a Program, as may be further described in the applicable Guide.

1.8. **"Confidential Information"** means: (a) ServiceNow Technology (which shall be deemed confidential information of ServiceNow); (b) Participant Technology (which shall be deemed confidential information of Participant); (c) any other non-public technical or business information of a party, whether provided orally or in writing, that is designated in writing as "Confidential" or "Proprietary" at the time of disclosure or that due to the nature of the information the receiving party would reasonably understand it to be confidential information of the disclosing party, including information relating to a party's techniques, ideas, concepts, algorithms, source code, methodologies, workflows, implementation processes, current and future products and services, research, engineering, designs, financial information, procurement requirements, customer lists, business forecasts, roadmaps, marketing plans, pricing, discounts and proposals; (d) information relating to the security of ServiceNow Technology, including account credentials, results of security reviews and vulnerabilities (which shall be deemed confidential information of ServiceNow); (e) the terms and conditions of this Agreement (which shall be deemed confidential information of ServiceNow); and (f) the terms and conditions of any Order Form between the parties (which shall be deemed Confidential Information of both parties).

1.9. **"Configurable Elements"** means scripts, code, tables, forms, parameters and other elements of the Subscription Service that can be modified or configured using the Subscription Service in its ordinary and intended manner.

1.10. **"Customer"** means a customer of ServiceNow with current access to a purchased production instance of the Subscription Service.

1.11. **"Customer Confidential Information"** shall have the meaning ascribed to it in Section 6.6 (Customer Information).

1.12. **"Development Tools"** means source code, executable software and tools made available by ServiceNow for the implementation, customization, configuration and use of the ServiceNow Core Technology, such as scripts, code snippets, sample code and development tools, but excluding APIs.

1.13. **"Documentation"** means the ServiceNow product documentation relating to the operation and use of the Subscription Service or Ancillary Software, including technical program or interface documentation, API Documentation, user manuals, operating instructions and release notes, as updated from time to time by ServiceNow.

1.14. **"Effective Date"** means, with respect to this Agreement, the date on which Participant accepts the terms of this Agreement in an Appointment Confirmation or other electronic communication from ServiceNow to Participant.

1.15. **"Guide"** means the partner program guide applicable to a Program posted on the Partner Portal, together with its attached and referenced documents. If applicable, a Guide may include the then-current ServiceNow price list or discount schedule, or products and services made available to Participant under the Program.

1.16. **"Intellectual Property Rights"** means all intellectual property rights throughout the world, including, without limitation, patents, copyrights, trademarks, trade secrets and contractual or other rights in confidential information, moral rights, rights of privacy and publicity, and any other intellectual and industrial property and proprietary rights including registrations, applications, renewals and extensions of such rights worldwide.

1.17. **"Open Source Software"** means software that is distributed as free, open source, or pursuant to similar licensing and distribution models (e.g., a license now or in the future approved by the Open Source Initiative and listed at <http://www.opensource.org/licenses>).

1.18. **"Opportunity Registration Terms"** means the Opportunity Registration Terms posted on the Partner Portal, as updated from time to time by ServiceNow.

1.19. **"Order Form"** means an ordering agreement, in printed or electronic form, and its incorporated documents prepared and provided by ServiceNow and accepted by Participant and ServiceNow that may include one or more of the following: (a) products and services purchased by Participant, including any Program fees and Authorized Use Configurations; (b) applicable ServiceNow support services; (c) price, payment and other ordering terms consistent with this Agreement; (d) terms of use; and (e) product descriptions.

1.20. **"Participant Configuration"** means one or more configuration, extension, or revision portions of an Update Set of or for a Partner Instance that Participant originally authored, or caused to be authored on its behalf, using a Configurable Element.

1.21. **"Participant Services"** means consulting, training, implementation, integration or other professional services, including the production of any deliverables, to be provided by Participant to a Customer or ServiceNow.

1.22. **"Participant Technology"** means Technology originally authored, invented or otherwise created by Participant for use with ServiceNow Technology via an API, excluding any ServiceNow Core Technology.

1.23. **"Partner Applications"** means configurations, customizations or integrations (including applications, extensions and Update Sets) of or for the Subscription Service, developed by Participant and intended to be made available to Customers (including through a repository or online store hosted by ServiceNow), for the Customer's use with the Subscription Service. Partner Applications include Participant Technology but may also include (if appropriately licensed) ServiceNow Technology or third-party Technology.

- 1.24. **“Partner Code of Conduct”** means the policy documentation addressing business practices and conduct requirements applicable to Participant, as updated from time to time by ServiceNow and posted on the Partner Portal.
- 1.25. **“PartnerNow Data Processing Addendum”** means ServiceNow’s data privacy terms, together with their attached, referenced and successor documents, as updated from time to time by ServiceNow and posted on the Partner Portal.
- 1.26. **“Partner Instance”** means a non-production instance of a generally available version of the Subscription Service deployed to Participant pursuant to this Agreement.
- 1.27. **“Partner Portal”** means standard web portal(s) for communication with Participants in the ServiceNow Partner Program, including <https://partners.servicenow.com> and any related or successor sites.
- 1.28. **“Pre-Release Technology”** means any ServiceNow Technology that includes Technology that has not yet been made generally available by ServiceNow to its Customers.
- 1.29. **“Program”** means any program or successor program under the ServiceNow Partner Program, as identified and updated on the Partner Portal or ServiceNow partner documentation and described in the applicable Program Terms and/or Guide.
- 1.30. **“Program Terms”** means the terms and conditions for a Program, as specified in appendices to this Agreement and the applicable Appointment Confirmation (when provided), or as otherwise agreed in a separate document signed by both parties. Each of the Program Terms is a part of this Agreement, but is not effective unless and until Participant receives an Appointment Confirmation applicable to the Program identified in such Program Terms.
- 1.31. **“ServiceNow”** means the ServiceNow entity indicated in the second column of the table provided in Exhibit A corresponding to Participant’s domicile contracting with Participant under this Agreement.
- 1.32. **“ServiceNow Professional Services”** means consulting, training, implementation, integration or other professional services provided by ServiceNow, including: (a) standardized and branded professional services as published by ServiceNow; or (b) customized professional services including the production of any related deliverables, performed by ServiceNow pursuant to a statement of work.
- 1.33. **“ServiceNow Core Technology”** means: (a) the Subscription Service; (b) Pre-Release Technology; (c) Ancillary Software; (d) Documentation; and (e) any derivative works, improvements, modifications, enhancements or extensions, of the foregoing, including updates or upgrades, developed or released by ServiceNow. The parties acknowledge that, as between the parties, all Intellectual Property Rights in ServiceNow Core Technology are and shall remain owned by ServiceNow and its licensors.
- 1.34. **“ServiceNow Technology”** means: (a) Collateral; (b) ServiceNow Core Technology; and (c) other Technology originally authored, invented or otherwise created by or licensed to ServiceNow (other than from Participant).
- 1.35. **“Subscription Service”** means ServiceNow’s commercially generally available subscription products and the Technology used by ServiceNow or ServiceNow’s Affiliates to deliver such subscription products, including Configurable Elements and APIs, but excluding Ancillary Software.
- 1.36. **“Technology”** means software (whether in source or object form), platforms, documentation, training materials, applications, hardware, algorithms, objects, methodologies, architecture, class libraries, templates, graphical user interfaces, workflows, implementation processes, business processes and templates.
- 1.37. **“Territory”** means the geographic location(s) or other markets displayed in Participant’s partner account profile page in the Partner Portal, in which Participant may conduct the activities specified in certain Program Terms, which may be revised by ServiceNow upon thirty (30) days’ notice to Participant. Notwithstanding Territory restrictions described in any Program Terms, if a European Economic Area member country is included in Participant’s Territory then Participant may conduct the activities specified in any Program to which Participant was appointed in any European Economic Area member country.
- 1.38. **“Trademarks”** means a party’s logos, service marks, trademarks and certification marks. **“ServiceNow Trademarks”** means Trademarks owned by ServiceNow that ServiceNow expressly grants Participant to use in a Program as described in the Guide and the ServiceNow Logo Guidelines (as defined below) applicable to that Program. **“Participant Trademarks”** means Trademarks owned by Participant that Participant expressly authorizes ServiceNow to use in connection with this Agreement.
- 1.39. **“Update Set”** means a file for tracking configurations, extensions, and revisions of or for a Partner Instance accessed and used by Participant under this Agreement.

2. SERVICENOW PARTNER PROGRAM OVERVIEW

- 2.1. **Enrollment in the ServiceNow Partner Program.** The ServiceNow Partner Program consists of Programs described in the applicable Program Terms and Guides. Participant shall be deemed enrolled in the ServiceNow Partner Program, subject to the terms of this Agreement, when it is initially appointed to one or more Programs as evidenced by an Appointment Confirmation.
- 2.2. **Appointment to Programs.** Participant may request appointment to a Program using the Partner Portal. ServiceNow, in its sole discretion, may appoint Participant to a Program by transmitting to Participant an Appointment Confirmation. Until Participant receives an Appointment Confirmation, Participant will not be appointed to the Program and may not exercise any of the rights or use any of the benefits pertaining to that Program, including those set forth in the applicable Program Terms or Guide. ServiceNow may decline to appoint Participant to any Program for any reason or no reason. Appointment to a Program is nonexclusive.
- 2.3. **Benefits.** Upon appointment to a Program, Participant may access certain ServiceNow Technology, including one or more Partner Instances, all subject to and in accordance with the licenses and use authorizations granted under Section 4 (Licenses to Participant) below and the other terms and conditions of this Agreement.

2.4. **Opportunity Registration.** Upon acceptance into any Program and during the term of this Agreement, Participant may use the opportunity registration tool available on the Partner Portal, to register opportunities and receive referral fees for approved and successfully closed sales opportunities. Opportunity registration is subject to the Opportunity Registration Terms, which are hereby incorporated into this Agreement by reference.

2.5. **Program Terms.** Each appointment to a Program when made shall be subject to (and the parties shall comply with) the applicable Program Terms and Guide, which delineate benefits, requirements and other terms and conditions of the applicable Program subject to this Agreement. By requesting appointment to a Program, Participant represents that it meets all requirements set forth in the applicable Program Terms and Guide and warrants that it shall continue to meet all then-current requirements during the term of the Program Terms.

2.6. **Ancillary Document Updates.** ServiceNow may, from time to time in its sole discretion upon thirty (30) days' notice to Participant, amend a Guide, the PartnerNow Data Processing Addendum or the Partner Code of Conduct on a going forward and non-discriminatory basis. If Participant does not agree to such amendments, Participant's sole recourse shall be to resign from the applicable Program or terminate this Agreement in accordance with Section 3.2 (Termination for Convenience).

3. TERM AND TERMINATION

3.1. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire three (3) years later. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year renewal periods unless either party gives notice to the other of its intention not to renew at least ninety (90) days before the expiration of the then-current term. The term of any appointment to a Program (and the term during which the applicable Program Terms shall be effective) shall commence as of the Appointment Effective Date and shall remain in effect until the applicable Program Terms are terminated in accordance with this Section 3.

3.2. **Termination for Convenience.** Either party may terminate this Agreement or any then-effective Program Terms for convenience upon ninety (90) days' notice; provided, however, that if Participant objects to an amendment to a Guide, the PartnerNow Data Processing Addendum or the Partner Code of Conduct, then Participant may, within thirty (30) days after receiving notice of such amendment, either terminate the applicable Program Terms or this Agreement immediately upon notice to ServiceNow, in which case the amendment shall not apply to Participant.

3.3. **Termination for Cause.** Either party may immediately terminate this Agreement or any then-effective Program Terms upon notice if the other party breaches its obligations under this Agreement, the applicable Program Terms, Guide, the PartnerNow Data Processing Addendum, the Partner Code of Conduct or any other agreement with ServiceNow and fails to cure such breach within thirty (30) days following receipt of notice from the non-breaching party. Notwithstanding the foregoing, either party may terminate this Agreement and all then-effective Program Terms hereunder immediately upon written notice upon the occurrence of either of the following: (a) the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency or any assignment for the benefit of creditors; or (b) the other party breaches the provisions of Section 12 (Proper Conduct). ServiceNow may immediately upon written notice to Participant terminate this Agreement, any then-effective Program Terms, any Order Form, any Work Order (as defined in Appendix 2), any statement of work and/or any Collateral Agreement on notice if ServiceNow reasonably believes that Participant's use of, and/or access to, ServiceNow Technology (or provision of any of the foregoing by ServiceNow to Participant or any relevant Customer) would breach any export control, economic sanctions or import laws or regulations of the United States and/or any relevant jurisdiction.

3.4. **Absolute Rights of Termination.** The rights of termination or expiration hereunder are absolute. A party who permits the Agreement to expire, or who exercises its rights hereunder to terminate this Agreement, shall have no liability whatsoever (including indemnification obligations) for any damage, loss or expense of any kind, whether consequential, indirect or direct, suffered or incurred by the other party arising from or incident to the termination or expiration of this Agreement, including loss of goodwill, prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or other commitments, whether or not such party is aware of any such damage, loss or expense. Participant waives any right it may have to receive any compensation or reparations on termination of this Agreement or any Program Terms by operation of law or otherwise, other than as expressly provided in this Agreement.

4. **LICENSES TO PARTICIPANT.** Subject to the limitations set forth below in Section 4.7 (Certain Limitations), the other terms and conditions of this Agreement and the applicable Program Terms, ServiceNow hereby grants to Participant the following licenses and use authorizations with respect to ServiceNow Technology upon Participant's acceptance into any Program:

4.1. **Partner Instances.** ServiceNow grants to Participant a limited, non-exclusive right and license to access and use the Partner Instances (if any) provided by ServiceNow, solely to: (a) configure and customize the Partner Instance to develop and test Partner Applications; (b) evaluate the Partner Instances; (c) train Participant's employees in the use of the Partner Instances; (d) conduct demonstrations for existing and prospective Customers to promote the use of Partner Applications and the Subscription Service; and (e) any other purpose permitted in the applicable Program Terms. Participant is prohibited from uploading or otherwise including Customer Data or Customer Confidential Information into Partner Instances. ServiceNow may determine the number of Partner Instances that Participant is permitted to access hereunder in ServiceNow's sole discretion, except as provided in an applicable Guide or Program Terms for a Program to which Participant was appointed.

4.2. Pre-Release Technology. At Participant's voluntary request, and subject to availability and ServiceNow's approval, ServiceNow may provide Participant with limited access to Pre-Release Technology. Pre-Release Technology is not a Partner Instance, and Participant's licenses and other rights with respect to Partner Instances shall not apply to Pre-Release Technology. If ServiceNow provides Participant with access to Pre-Release Technology, then ServiceNow grants to Participant a limited, non-exclusive, royalty-free right and license to: (a) access and use the Pre-Release Technology that is provided by ServiceNow as software-as-a-service, solely to internally evaluate the Pre-Release Technology in a non-production environment and with non-confidential, non-production data (unless the Pre-Release Technology is expressly deployed to a Partner Instance by ServiceNow); and (b) install and execute Pre-Release Technology made available to Participant as on premise software, solely on machines operated by or for Participant for internal evaluation. Participant acknowledges and agrees that the Pre-Release Technology including its features and functionality: (i) is not an official product and has not been commercially released; (ii) may not be in final form or be fully functional; (iii) may contain errors, design flaws or other problems; (iv) may generate or produce inaccurate information or unexpected or incorrect results; (v) may cause loss of data or communications, project delays or other unpredictable damage or loss; (vi) may never be released as a commercial version; (vii) may include or be provided with software that is licensed under open source or third-party license agreements; and (viii) may be discontinued by ServiceNow in whole or in part, at any time and without any obligation or liability to Participant. The right and license to Pre-Release Technology will expire and it will be inaccessible to Participant at a date specified by ServiceNow to Participant, or if no date is specified, then the earlier of thirty (30) days following the date of general release of Pre-Release Technology, or one hundred and eighty (180) days from the date the Pre-Release Technology was provided to Participant. This Section 4.2 shall apply to Pre-Release Technology notwithstanding any contrary provision in this Agreement.

4.3. Ancillary Software. ServiceNow grants to Participant a limited, non-exclusive license to install and execute Ancillary Software provided by ServiceNow, solely for use with a Partner Instance licensed hereunder, on machines operated by or for Participant. Ancillary Software may include (or be provided with) software that is licensed under open source or third-party license agreements.

4.4. APIs. ServiceNow grants to Participant a limited, non-exclusive license to: (a) generate and modify APIs solely by using the configuration tools of the Partner Instances that are intended for this purpose; (b) use Configurable Elements to customize and configure Partner Instances as permitted under Section 4.1 (Partner Instances); (c) use, modify and include API Sample Code and derivative works thereof, within Participant Technology or other products to integrate with the Subscription Service or to configure or customize the Subscription Service; and (d) invoke APIs (including those generated or modified by Participant) from within Participant Technology to permit Participant Technology or third-party products to integrate with the Subscription Service.

4.5. Documentation. ServiceNow grants to Participant a limited, royalty-free, non-exclusive license to make a reasonable number of copies of the Documentation (in print or electronic format) for Participant's internal use but not for distribution to third-parties.

4.6. Marketing Collateral. ServiceNow grants to Participant a limited, royalty-free, non-exclusive license during the term of this Agreement to reproduce, publicly display, publicly perform, distribute and transmit (all without modification) Collateral designated for use with the Programs to which Participant is appointed, solely for the purposes of marketing and advertising ServiceNow products and services and Participant's appointment to such Program(s), and as otherwise permitted by the applicable Guide(s).

4.7. Certain Limitations. Except as expressly provided in this Agreement or in Program Terms for a Program to which Participant is appointed, all licenses and other rights granted under this Section 4 or under any Program Terms are: (a) subject to Participant's compliance with all the terms and conditions of this Agreement, including applicable Program Terms; (b) personal, non-sublicensable and nontransferable (except as provided in Section 14.4 (Assignment)); (c) limited to Participant's own internal development and testing purposes in a non-production environment and with non-confidential, non-production data; (d) limited to the Territory, and further subject to Section 12.2 (Trade Laws); (e) limited to the term of this Agreement or such shorter term as specified in the applicable Program Terms; and (f) subject to revocation in ServiceNow's sole discretion. The Subscription Service is hosted by ServiceNow or its contractors, and nothing in this Agreement or any Program Terms shall entitle Participant or any other party to receive a copy of the underlying software or other Technology used by ServiceNow to render the Subscription Service. Participant agrees that it shall not use ServiceNow Technology (including invoking APIs) on a production basis or to provide services to others, including services of implementation, configuration or customization of the Subscription Service, except as expressly provided in Program Terms for Programs to which Participant is appointed. Please see Program Terms for details.

4.8. Updates. ServiceNow may apply updates or version upgrades to Partner Instances or Pre-Release Technology at any time. ServiceNow shall use commercially reasonable efforts to notify Participant of any update or upgrade to a Partner Instance.

4.9. Use by Contractors and Affiliate Employees. Notwithstanding the foregoing, Participant may exercise its license and other rights under this Agreement (including additional licenses and other rights under the Program Terms) using individual contractors and Affiliate employees subject to any notice and approval requirements herein (e.g., for use in subcontracting); provided, however, that Participant shall be responsible hereunder for the acts or omissions of such individual contractors and Affiliate employees as if they were its own employees.

4.10. Termination of Access. ServiceNow may terminate access to any Partner Instance (whether or not initially provided under this Agreement) at any time upon fifteen (15) days' notice to Participant, in ServiceNow's sole discretion, whereupon Participant shall cease use of such Partner Instance.

5. ORDERS AND PAYMENT

5.1. **Prices Charged to Participant.** Benefits available to Participant under a Program shall be listed in the applicable Guide, which shall specify the fee, if any, for the benefit. Unless otherwise provided in the applicable Guide, a specified discount shall be construed as a discount relative to the prices on ServiceNow's published price lists, as updated from time to time. Any discounts cited in a Guide, the Opportunity Registration Terms or related partner documentation are in lieu of, and may not be combined with, any other discounts offered by ServiceNow, contractually or through special promotions. ServiceNow may revise its standard price lists without notice or liability to Participant.

5.2. **Order Forms.** To the extent permitted under the applicable Program Terms, Participant may initiate a purchase of a benefit (such as the Subscription Service or ServiceNow Professional Services) by entering into a written or (if available) electronic Order Form with ServiceNow or a ServiceNow Affiliate as applicable to the location of Participant. ServiceNow may accept or reject any order for any reason. Once signed by both parties, each Order Form is final, non-cancellable, non-refundable and not contingent upon resale or acceptance by an end customer. Order Forms that include a Subscription Service term are, for the purposes of the corresponding Subscription Services, continuous and non-divisible commitments for the full duration of the subscription term regardless of the invoice schedule. Pricing stated in each Order Form is valid until the pricing term specified on the Order Form lapses, or if not specified, until ninety (90) days after the date of signature by ServiceNow. All Order Forms, including those signed with a regional ServiceNow Affiliate named in the Order Form, are governed exclusively by the terms and conditions of this Agreement and the applicable Program Terms, except for Order Forms that expressly reference a Master Ordering Agreement, Managed Service Provider Agreement, or other agreement signed by the parties that governs Participant's own production use of the Subscription Service or ServiceNow Professional Services.

5.3. **Price Updates.** ServiceNow may from time to time update its price lists and discount schedules. Changes to prices or discounts do not apply to, amend or modify any Order Form signed by the parties, regardless of whether Participant had notice of the changes when ServiceNow provided the Order Form for signature. It is Participant's responsibility to confirm before signing an Order Form that the Order Form reflects the best current prices and discounts to which Participant may be entitled, and Participant should request from ServiceNow a revised Order Form if necessary. Neither party is obligated to provide any refund, credit or revised pricing for an Order Form that contains prices or discounts different from those to which Participant is eligible at the time of the Order Form's issue or signature.

5.4. **Payment Terms.** All payments shall be due net thirty (30) days from the date of ServiceNow's invoice unless otherwise agreed in an Order Form, except that online purchases may require payment by credit card at the time of purchase. Payments shall be invoiced and paid in U.S. dollars unless otherwise specified in the applicable Order Form. Participant may, for its administrative convenience, issue a purchase order consistent with the terms of the Order Form, but a purchase order is not required. If Participant issues a purchase order, then it shall be for the full amount of the Order Form. No purchase order shall be effective to impose additional or different terms from those set forth in either the Order Form or this Agreement and the applicable Program Terms. Amounts not paid when due bear interest at a rate of 1.5% per month or the legal maximum interest rate, whichever is less, excluding amounts that Participant disputes in good faith to have been invoiced in error. Notwithstanding any contrary provision in this Agreement, if Participant is late in paying undisputed amounts owed, ServiceNow may, in addition to its other rights and remedies provided hereunder or at law, suspend the Subscription Service, including any Partner Instance, or any other benefit provided hereunder in whole or in part without notice. ServiceNow shall be entitled to an award of its reasonable attorneys' fees and costs of collection of amounts owed to it under this Agreement.

5.5. **Taxes.** All payments required by this Agreement are exclusive of national and foreign federal, provincial, state and local taxes, duties, tariffs, levies and similar assessments, including penalties and interest, in any country ("Taxes"). Without limiting the foregoing, unless otherwise stated in the applicable Order Form, all references to payments made in this Agreement are exclusive of any VAT or sales tax chargeable and, where required by law, VAT or sales tax shall be itemized at the rate applicable, if any, and paid in addition thereto. Participant agrees to pay (and reimburse ServiceNow if it is required to pay) Taxes that are imposed on transactions under this Agreement by or under the authority of any government body, excluding Taxes based upon ServiceNow's net income. Participant shall make all payments required without deduction of any Taxes, except as required by law, in which case the amount payable shall be increased as necessary so that after making any required deductions and withholdings, ServiceNow receives and retains, free from any liability for Taxes, an amount equal to the amount it would have received had no such deductions or withholdings been made. If Participant is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Participant must provide a valid certificate of exemption before ServiceNow makes any tax-free sales to Participant.

6. CONFIDENTIALITY

6.1. **Obligations.** Neither party shall disclose Confidential Information of the other party to anyone or shall use Confidential Information of the other party for any purpose. Each party shall use at least the same degree of care (but no less than reasonable care) to prevent the unauthorized use, dissemination and copying of the other party's Confidential Information as it uses to protect its own confidential information of a like nature. Each party shall limit the disclosure of such Confidential Information to those of its employees, legal or financial advisors, and contractors that are acting in the same capacity as Participant's employees (and such employees, legal or financial advisors, and contractors of its Affiliates) with a bona fide need to access such Confidential Information in order for Participant to perform its obligations under this Agreement or the Program Terms, and all such employees, advisors, and contractors must be subject to binding disclosure and use restrictions at least as protective as those set forth herein.

Each party receiving Confidential Information from the other party pursuant to this Agreement shall be principally liable hereunder for any act inconsistent with the obligations of this Section 6 which is committed by any of its employees, advisors, and contractors (and the employees, advisors, and contractors of its Affiliates) or other third party with whom the receiving party has shared such Confidential Information as if the receiving party had committed the act.

6.2. **Exclusions.** Notwithstanding any provision herein to the contrary, Confidential Information shall not include any information that: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (b) was rightfully in the receiving party's possession at the time of disclosure without an obligation of confidentiality on the receiving party; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (d) is rightfully obtained by the receiving party from a third party not under a duty of confidentiality to the disclosing party and without restriction on use or disclosure; or (e) the receiving party is permitted to publicly disclose under another provision of this Agreement.

6.3. **Required Disclosures.** This Agreement shall not be construed to prevent the receiving party from disclosing the disclosing party's Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the receiving party: (a) gives twenty (20) days' notice (or such shorter period as is the maximum notice permitted under applicable law) before making the disclosure, unless prohibited by law; (b) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information; and (c) discloses only that portion of the disclosing party's Confidential Information which is legally required to be disclosed. Nothing in this Agreement prohibits or otherwise restricts Participant or its employees from lawfully reporting fraud, waste or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

6.4. **Whistleblower and Litigation Protections Concerning Disclosure of Trade Secrets.**

Notwithstanding the foregoing, the parties acknowledge that under the laws of the United States of America, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (a) in confidence to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other official court document filed in a lawsuit or other legal proceeding if such filing is made under seal. In addition, notwithstanding each party's confidentiality obligations hereunder, the parties agree that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual, and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

6.5. **Equitable Remedies.** The parties agree that the receiving party's disclosure of Confidential Information, except as provided herein, would result in irreparable injury for which a remedy in money damages would be inadequate. The parties further agree that in the event of such disclosure or threatened disclosure: (a) the disclosing party shall be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to any other remedies available to the disclosing party at law or in equity; and (b) each party hereby acknowledges that such an injunction is appropriate and warranted in such case.

6.6. **Customer Information.** Both parties agree to hold in confidence and treat as Confidential Information of the other party any information of a confidential or proprietary nature obtained from such other party related to any Customer, regardless of whether it is marked as such, including information supplied by or for Customer or Customer's agents, employees, or contractors during its use of the Subscription Service ("**Customer Confidential Information**"). Notwithstanding any other provision herein, the party receiving such information shall not disclose or use such information except as necessary in carrying out its obligations hereunder with respect to that Customer. Access to Customer Confidential Information shall comply with the confidentiality terms of this Agreement.

6.7. **Return of Materials.** Upon termination of this Agreement, or upon the disclosing party's request, the receiving party shall deliver to the disclosing party or, at the disclosing party's option, destroy, all materials containing the disclosing party's Confidential Information, including all electronically stored information and passwords to access Confidential Information owned by the disclosing party that the receiving party may have in its possession or control, subject to the requirements of local law or regulation and except as necessary to exercise its rights under this Agreement. This Section 6.7 shall not require a party to extract Confidential Information from backups of its computer systems made in the ordinary course of its business so long as such backups are kept in a secure manner in compliance with the obligations of this Section 6 and are not readily accessible to end users of those systems.

6.8. **Pre-Release Access.** Without limiting the generality of this Section 6, Participant shall treat as Confidential Information of ServiceNow any Pre-Release Technology (including URLs and passwords), and shall carefully control access to URLs and passwords for such Pre-Release Technology to prevent unauthorized access. Participant shall not: (a) demonstrate a Pre-Release Technology, its contents or its related documentation to third parties notwithstanding any provision herein to the contrary; (b) download any portion of a Pre-Release Technology that is made available to Participant as software-as-a-service; (c) take screen captures or otherwise record any of a Pre-Release Technology's user interfaces, duplicate interfaces, features or functionality; or (d) issue any press release or public announcement referencing or disclosing any information pertaining to a Pre-Release Technology.

6.9. **Time Limit.** The obligations of confidentiality under this Section 6 shall expire seven (7) years after the date of disclosure of that Confidential Information, except that the obligations with respect to the

ServiceNow Core Technology and Customer Confidential Information, which in each case shall remain in effect indefinitely.

7. INTELLECTUAL PROPERTY

7.1. **Ownership.** Subject to the limited licenses set forth in this Agreement, nothing in this Agreement transfers or assigns to ServiceNow any of Participant's Intellectual Property Rights in Participant Technology (including in any source code originally authored by Participant using the Subscription Service), Participant Trademarks, or Participant's marketing materials; and nothing in this Agreement transfers or assigns to Participant any of ServiceNow's Intellectual Property Rights in ServiceNow Technology (including in any preexisting works of ServiceNow that are modified by Participant), ServiceNow Trademarks, or Collateral. There are no implied licenses under this Agreement, and any rights of a party that are not expressly granted to the other party hereunder are reserved.

7.2. **License to Modifications.** As between the parties, Participant will retain all right, title, and interest in and to all Intellectual Property Rights in Participant Technology. Participant grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferrable (except under Section 14.4), worldwide, right to use Participant Technology solely to provide and support the ServiceNow Technology. Participant will retain all right, title, and interest in and to all Intellectual Property Rights in any Participant Configuration created by Participant. Participant hereby grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferrable (except under Section 14.4), worldwide, right to use all Intellectual Property Rights in any such Participant Configuration solely as necessary to provide and support the ServiceNow Technology. To the extent there is any patentable invention (e.g., a patentable business workflow) embodied in any such Participant Configuration accessed and used by Participant within the ServiceNow Technology, Participant shall also own all right, title, and interest in any patent issued to Participant for any such patentable invention.

7.3. **Freedom to Operate.** Subject to each party's respective rights and obligations under this Agreement, each party acknowledges that the other party, its customers and other parties are entitled to develop and publish products and services that are similar to or otherwise compete with products and services sold or published by the other party. Participant agrees that if a Customer's configurations, customizations, integrations or other modifications of ServiceNow Technology, including applications, extensions or Update Sets, constitutes misappropriation or infringement of Participant's Intellectual Property Rights, Participant shall assert a claim for such misappropriation or infringement solely against such Customer or other third parties, and not against ServiceNow (including under any theory of inducement or contributory infringement), even if ServiceNow has notice of such claim and continues to render the Subscription Services to such Customer.

7.4. **Restrictions.** Except as otherwise provided in the Program Terms for a Program to which Participant is appointed, Participant shall not (and shall not permit others or any portion of Participant Technology to) do any of the following with respect to the ServiceNow Technology or any portion thereof: (a) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise make any of it available for access by third parties, including any derivative works of ServiceNow Technology irrespective of which party authors such derivative works, except as expressly permitted in Section 4.1(d); (b) use or access it for the purpose of developing products or services competitive with ServiceNow Core Technology (use or access to develop competitive Partner Applications, however, is permitted); (c) disassemble, decompile or reverse engineer it for any reason, and particularly for the purpose of developing products or services that compete with the Subscription Service or use similar ideas, features, functions or graphics; (d) copy, create derivative works of, or otherwise modify it, except as expressly permitted hereunder; (e) disrupt its security, integrity or operation; (f) remove or modify any copyright or other proprietary rights notice in it; (g) use it to reproduce, distribute, display, store, transmit or use infringing, obscene, threatening, libelous or otherwise unlawful or tortious material or content, or any material or content protected by copyright or other Intellectual Property Right (including the rights of publicity or privacy) of any person without first obtaining the permission of the owner; (h) use it to damage the property of another; (i) use it in any manner which violates any applicable law or regulation; (j) use it in a manner that temporarily or permanently alters, erases, removes, copies, modifies, halts or disables any ServiceNow or third-party data, software or network without authorization; (k) use it to create, use, send, store or run viruses or other harmful computer code; (l) use it in any manner that disables, hacks or interferes with any security, digital signing, digital rights management, verification or authentication mechanism; (m) recruit or solicit other participants of the ServiceNow Partner Program using contact information obtained through it; or (n) use it in any manner that, in ServiceNow's reasonable judgment, circumvents the ordinary use or operation of the Subscription Service or APIs, disrupts ServiceNow's pricing structure or ability to provide services, updates, or support to Customers, or allows any party to access ServiceNow Technology in excess of such party's Authorized Use Configurations or normally intended use. Before Participant exercises any of the foregoing actions that Participant believes it is entitled to at law, Participant shall provide ServiceNow with thirty (30) days' prior notice at legalnotices@servicenow.com, or, if applicable law or the relevant court order does not allow for 30 days' notice, the maximum amount of notice allowable, and provide all reasonably requested information to allow ServiceNow to assess Participant's claim and, at ServiceNow's sole discretion, to provide alternatives to reduce any adverse impact on ServiceNow's Intellectual Property Rights or other rights.

7.5. **Not a Sale.** Any ServiceNow Technology that is provided to Participant or to which Participant is given access, including copies of Ancillary Software, shall not be deemed to have been sold, even if for convenience ServiceNow makes reference to words such as "sale" or "purchase" in the applicable Order Form or other document.

7.6. **ServiceNow APIs.** Participant agrees that the structure, sequence and organization of APIs, API

Documentation and API Sample Code, constitute copyrightable works owned by ServiceNow and that Participant shall not reproduce, use, distribute, create derivative works of or otherwise modify APIs except as provided in Section 4.4 (APIs). Provision of APIs and related API Documentation is at ServiceNow's discretion, and nothing herein requires ServiceNow to divulge or otherwise provide access to underlying code that it uses to implement APIs.

7.7. Inclusion of Third-Party Technology. Participant shall be solely responsible for securing, reporting and maintaining all necessary rights, clearances and consents related to the Participant Technology, including with regard to any Open Source Software license obligations and payment of all licensing fees, royalties and respective revenue shares, if any, necessary to continue the operation of Participant Technology. Participant represents and warrants that the licensing terms for any free or open-source software included with the Participant Technology shall not require ServiceNow or its Customers to disclose or make available any of the source code, keys, authorization codes, methods, procedures, data or other information related to any portion of the ServiceNow Technology (including without limitation the digital signing or digital rights management mechanisms utilized as part of the Subscription Service) or any third-party software made available through the Subscription Service.

7.8. Retention. Notwithstanding the provisions of Section 6 (Confidentiality), either party may use the general ideas, concepts, know-how and techniques obtained or observed from the other party (other than Customer Confidential Information) in compliance with this Agreement that are incidentally retained in the unaided memories of its employees and subcontractors, provided that the foregoing does not grant that party any license under the other party's patents or copyrights except as expressly provided herein.

7.9. Suggestions. To improve its services, partner programs and related resources, ServiceNow encourages its partner community to provide suggestions, proposals, ideas, recommendations or other feedback (whether written, verbal or in any other manner) in connection with this Agreement or any ServiceNow Technology. To the extent Participant provides such feedback to ServiceNow, Participant shall and hereby does grant to ServiceNow a perpetual, irrevocable, royalty-free, fully-paid, sub-licensable, transferable (notwithstanding Section 14.4 (Assignment)), non-exclusive, worldwide right and license to make, have made, use, sell, offer for sale, import, export, rent, lease, reproduce, distribute, publicly display, publicly perform, modify, create derivative works of, disclose and otherwise exploit such feedback in any manner without restriction (whether of confidentiality, compensation or otherwise). For the avoidance of doubt, ServiceNow's exposure to Participant Technology, without more, does not constitute feedback.

7.10. Customer Subscription. Participant acknowledges that Customers must separately procure permission from ServiceNow to use the ServiceNow Technology, including the Customer's access to the Subscription Service, even if customized or configured by Participant or otherwise included in Partner Applications. Nothing in this Agreement authorizes Participant to grant such permission on behalf of ServiceNow, and Participant shall not to purport to grant such permission.

7.11. Derivative Works; Improvements. The term "derivative work" as used in this Agreement shall have the same meaning ascribed to it under U.S. law, specifically 17 U.S.C. §101, notwithstanding selection of another country's law under Section 14.8 (Dispute Management). The parties agree that: (a) that the copyright in a derivative work extends only to the material contributed by the author of the derivative work, as distinguished from the preexisting material employed in the work by the author of the derivative work; (b) a party who creates a derivative work that is based on the preexisting work of the other party, acquires no rights to the preexisting material of the other party; and (c) a party who creates a derivative work that is based on the preexisting work of the other party shall not (without a license or other permission of the other party) reproduce, distribute or otherwise exercise the rights of a copyright holder with respect to the preexisting work as it subsists in the derivative work, even if applicable law vests ownership of the copyright in a derivative work other than as agreed to by the parties in this Section 7.11. For the avoidance of doubt, an improvement made by one party to an invention that is the subject of a patent or pending patent application of the other party shall in no way give the party making the improvement any license or other right under the other party's patent or patent application.

7.12. Automatically Generated Software. ServiceNow Technology may include automatic code generators that generate software based on high-level input of a user. For the avoidance of doubt, and in accordance with Section 7.1 (Ownership), ServiceNow and its licensors shall own all Intellectual Property Rights in the output of such automatic code generators, subject to Participant's Intellectual Property Rights (if any) in the high-level input.

8. TRADEMARKS; PUBLICITY

8.1. Trademark Ownership. ServiceNow acknowledges that Participant owns all Participant Trademarks and any goodwill derived from the use of Participant Trademarks by ServiceNow under this Agreement inures solely to the benefit of Participant. Participant acknowledges that ServiceNow owns all ServiceNow Trademarks and all other Trademarks owned by ServiceNow and any goodwill derived from the use of the ServiceNow Trademarks and all other Trademarks owned by ServiceNow by Participant under this Agreement inures solely to the benefit of ServiceNow.

8.2. Trademark License to Participant. Subject to Participant's compliance with this Agreement, including the restrictions set forth in this Section 8, and the ServiceNow Logo Guidelines applicable to use of a particular Trademark, ServiceNow grants to Participant a limited, personal, revocable, non-sublicensable, non-transferable (except as provided in Section 14.4 (Assignment)), non-exclusive, royalty-free license in the Territory to use the ServiceNow Trademarks solely to promote and advertise its participation in a Program. Participant may not use a ServiceNow Trademark designated for use with a specific Program unless Participant is appointed to that Program at the time of the use. ServiceNow may terminate the license under this Section 8.2 for any reason upon reasonable notice to Participant.

“ServiceNow Logo Guidelines” means the following ServiceNow documents in their most current form, as updated by ServiceNow from time to time in its sole discretion and available on the Partner Portal or delivered by ServiceNow to Participant: (a) the PartnerNow Branding Guidelines, ServiceNow’s most current requirements for ServiceNow Partner Program participants’ use of ServiceNow Trademarks generally; and (b) ServiceNow’s most current logo and icon guidelines that include requirements for the display of each ServiceNow Trademark applicable to a Program.

8.3. Trademark License to ServiceNow. Participant grants to ServiceNow a revocable, non-exclusive, royalty-free, worldwide license to use Participant Trademarks subject to Participant’s trademark and logo usage guidelines, if any, provided by Participant to ServiceNow, to promote and advertise: (a) Participant’s participation in a Program to which Participant is appointed; (b) any integrations between the Subscription Service with Participant’s products or services; and (c) any Partner Application. Participant may terminate the foregoing license for any reason upon reasonable notice.

8.4. Cooperation. Each party licensed hereunder to use the other party’s Trademarks shall: (a) cooperate with the licensor in facilitating monitoring and control of the licensee’s use of the licensed Trademark, including with respect to the nature and quality of the materials in which the Trademark is used; (b) upon request, provide the licensor with specimens of the licensed use of the Trademark; and (c) comply with any instructions by the licensor in relation to such use, including, if so requested, submitting any proposed use of the Trademark to the licensor for review and approval prior to public use or dissemination of materials using the Trademark. Participant hereby assigns to ServiceNow all right, title and interest in the ServiceNow Trademarks that may accrue to Participant by operation of law, together with all goodwill attaching thereto that may inure to Participant in connection with this Agreement or from its use of the ServiceNow Trademarks.

8.5. Trademark Use Restrictions. Except as otherwise set forth in this Agreement, each party is expressly prohibited from any use of the other party’s Trademarks. Neither party has used or will use the other party’s Trademarks in any way that is likely to cause confusion, disparage the other party or its products or services, injure its reputation as a company providing high quality products and services or otherwise diminish or damage its goodwill in its Trademarks. Participant may not use the ServiceNow Trademarks in any manner that would indicate, or could be interpreted as, endorsement or sponsorship by ServiceNow of any product or service offered by Participant or any third party. Neither party has incorporated or combined, or will incorporate or combine the other party’s licensed Trademarks into its own trademarks, service marks or certification marks, or mutilate or otherwise modify the other party’s licensed Trademarks.

8.6. No Contest. Participant shall at no time contest or aid in contesting the validity or ownership of the ServiceNow Trademarks or any other marks owned by ServiceNow, including without limitation the NOW mark, accompanying NOW logo and family of NOW marks, or take any action in derogation of ServiceNow’s rights therein. Participant shall not adopt or register in any jurisdiction, whether as a corporate name, domain name, trademark, service mark or indication of origin, any of the ServiceNow Trademarks or other marks owned by ServiceNow, or any word or mark confusingly similar thereto.

8.7. Publicity. Participant expressly agrees that ServiceNow may reference Participant as a member of the Program and feature Participant on its website and related Program promotional materials. Subject to the foregoing, except as provided in Sections 8.2 and 8.3, neither party shall issue any press release or public announcement relating to this Agreement after its expiration or termination or without the other party’s prior approval.

9. THIRD-PARTY CLAIMS

9.1. ServiceNow Obligation. As used in this Section 9, “ServiceNow” and “Participant,” when used in the context of a party entitled to defense, shall include that party’s board of directors, officers, employees and subcontractors. “Claim” shall mean any suit, claim, action or demand made by a third party. ServiceNow shall defend Participant against any good faith Claim solely to the extent alleging that Participant’s non-production use of a Partner Instance pursuant to and in accordance with the license grants of Section 4.1 (Partner Instances) directly infringes any patent, copyright or trademark of a third party, and pay any court-ordered award of damages, settlement amount and reasonable attorneys’ fees, solely to the extent such damages are based on such allegations. Program Terms, when applicable, may specify additional types of Claims which ServiceNow shall defend and settle, subject to and in accordance with this Section 9.

9.2. Participant Obligation. Participant shall: (a) defend ServiceNow against any good faith Claim solely to the extent alleging: (i) negligence of Participant that results in bodily injury, death or damage to real or tangible personal property; (ii) unpaid Taxes owed by Participant, including any fees or penalties relating thereto; (iii) a breach of Participant’s warranties, use restrictions or obligations hereunder; (iv) damages, loss, expenses or injury arising from a Customer’s use of, or the performance of, Participant Services or Participant Technology as provided by Participant to such Customer; (v) that a Customer’s use of any Partner Application directly infringes any patent, copyright or trademark of a third party; (vi) breach of any representation or warranty made by Participant or its shareholders, directors, officers, employees and subcontractors to Customer, including those relating to ServiceNow Technology or ServiceNow Professional Services; or (vii) breach by Participant of Section 12 (Proper Conduct); and (b) pay any court-ordered award of damages, settlement amount and reasonable attorneys’ fees, solely to the extent such damages are based upon the allegations enumerated in the preceding clause. Program Terms, when applicable, may specify additional types of Claims which Participant shall defend and settle, subject to and in accordance with this Section 9.

9.3. Process. The obligations of the party providing indemnification under Sections 9.1 and 9.2 (the “Defending Party”) to another party (the “Indemnified Party”) are conditioned on: (a) the Defending

Party being granted sole control of the defense thereof and any related settlement negotiations (provided that consent from the Indemnified Party shall be required for any settlement that does not release all covered claims against the Indemnified Party or requires it to take any action other than to stop using the infringing items that are the subject of the Claim, which shall not be unreasonably withheld); and (b) the Indemnified Party's reasonable cooperation and assistance in the defense at the Defending Party's request and expense. In addition, the Defending Party shall be excused from its obligations under Section 9.1 or 9.2 only to the extent that it is prejudiced by any undue delay by the Indemnified Party in notifying the Defending Party of the Claim after the Indemnified Party becomes aware of the existence or threat of such Claim.

9.4. **Mitigation.** Notwithstanding any provision herein to the contrary, if any portion of the Partner Instance or other ServiceNow Technology relating to this Agreement becomes or, in ServiceNow's determination, is likely to become the subject of a Claim of infringement or misappropriation, then ServiceNow may immediately terminate this Agreement or the applicable Program Terms or revoke Participant's access to ServiceNow Technology, in each case upon notice and without liability.

9.5. **Limitations.** Neither ServiceNow nor Participant shall have any liability under this Section 9 for increased damages for intentional or willful infringement by the other party (or any attorneys' fees associated with such intentional or willful infringement) if the basis for the increased damages award, as determined by a court, is the result of the conduct, acts or omissions of the other party. SECTIONS 9.1 (SERVICENOW OBLIGATION) AND 9.2 (PARTICIPANT OBLIGATION) STATE SERVICENOW'S AND PARTICIPANT'S ENTIRE LIABILITY, AND SERVICENOW'S AND PARTICIPANT'S EXCLUSIVE REMEDY, FOR THIRD-PARTY CLAIMS AND ACTIONS OF ANY KIND OTHER THAN THOSE FOR COLLECTION OF TAXES. Notwithstanding the foregoing or any provision in this Agreement to the contrary, ServiceNow shall have no liability for any Claim arising in whole or in part from: (a) unauthorized use of a Partner Instance or other Subscription Service (including use by an unauthorized person or use by Participant in an unauthorized manner); (b) information submitted to, stored within, or processed using the Subscription Service by or on behalf of Participant or a Customer; (c) use of the Subscription Service by a Customer in violation of applicable law; (d) use of the Subscription Service after ServiceNow terminates this Agreement in accordance with Section 9.4 (Mitigation); (e) modifications to the Subscription Service (including the Partner Instance) by anyone other than ServiceNow or someone at ServiceNow's direction; (f) any person's reproduction or use of Pre-Release Technology; or (g) use of ServiceNow Technology (including the Partner Instance) in combination with any hardware, software, application or service made or provided other than by ServiceNow if the Claim would have been avoided by the non-combined or independent use of the ServiceNow Technology.

10. REPRESENTATIONS AND WARRANTIES

10.1. **Customer Warranty.** Any warranty to a third-party Customer regarding ServiceNow Technology or ServiceNow Professional Services shall be provided solely and directly from ServiceNow to the Customer. Participant shall not make (and shall not allow its shareholders, directors, officers, employees or subcontractors to make) representations or warranties, whether or not false or misleading, to Customers regarding ServiceNow Technology or ServiceNow Professional Services, including without limitation representations of exclusivity for any transaction (including renewals or additional sales to an existing Customer), or any statement to a Customer inconsistent with the Collateral or Documentation.

10.2. **Participant Warranty.** Participant hereby represents and warrants that: (a) Participant has the full corporate right, power and authority to enter into this Agreement and perform its obligations under this Agreement or any Program Terms; and (b) Participant and its Partner Applications shall comply with all applicable laws and regulatory requirements.

10.3. **Program Warranties.** Participant agrees that it shall not rely on statements in the Guides, Documentation, ServiceNow websites, Collateral or any document incorporated by reference into the foregoing or this Agreement, as a representation or warranty, and that only the express representations and warranties in this Agreement shall apply (including the attached Program Terms, but excluding the Guides even if the Guides are incorporated by reference).

10.4. **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PROGRAM TERMS (EXCLUDING THE GUIDES): (A) THE SERVICENOW TECHNOLOGY, COLLATERAL, SERVICENOW TRADEMARKS, AND ANY SOFTWARE OR SERVICES PROVIDED BY SERVICENOW UNDER THIS AGREEMENT ARE PROVIDED TO PARTICIPANT "AS IS" WITHOUT WARRANTY OF ANY KIND; AND (B) TO THE EXTENT PERMITTED BY LAW, SERVICENOW AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS, STATUTORY OR IMPLIED, TO PARTICIPANT AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, PROFITABILITY, SUPPORT, PERFORMANCE, BACKUP, LOSS OF USE OR LOSS OF DATA, AVAILABILITY OR ACCURACY OF THE SERVICENOW TECHNOLOGY, COLLATERAL OR SERVICENOW TRADEMARKS.

PARTICIPANT ACKNOWLEDGES THAT CHANGES MADE TO SERVICENOW TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, TO ANY PARTNER INSTANCE, MAY DISRUPT INTEROPERATION WITH PARTICIPANT TECHNOLOGY, AND SERVICENOW DOES NOT UNDERTAKE TO CONTINUE OPERATING, PROVIDING OR SUPPORTING SERVICENOW TECHNOLOGY, WHICH, IF DISCONTINUED, MAY RENDER PARTICIPANT TECHNOLOGY INOPERABLE. SERVICENOW AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICENOW TECHNOLOGY, OR ANY PORTION THEREOF, IS ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION, OR THAT ANY PARTICIPANT TECHNOLOGY INTEROPERATING WITH SERVICENOW TECHNOLOGY WILL NOT EXPERIENCE LOSS OF USE OR LOSS OF DATA. WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICENOW AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL STATUTORY OR OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. PARTICIPANT ACKNOWLEDGES THAT IN

ENTERING THIS AGREEMENT, IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE PROGRAM TERMS (EXCLUDING THE GUIDES).

11. LIMITATIONS OF LIABILITY

11.1. Exclusions. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS OR REVENUE OR LOSS OF USE OR DATA, COSTS OF COVER OR SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND, HOWEVER CAUSED, RELATED TO OR ARISING OUT OF THIS AGREEMENT, ANY APPOINTMENT CONFIRMATION, APPOINTMENT, PROGRAM OR PROGRAM TERMS, OR THE RIGHTS, LICENSES, PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY PROGRAM, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. Limitations. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY FOR ALL CLAIMS IN THE AGGREGATE ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY APPOINTMENT CONFIRMATION, APPOINTMENT, PROGRAM OR PROGRAM TERMS, OR THE RIGHTS, LICENSES, PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY PROGRAM, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE GREATER OF: (A) AMOUNTS PAID BY PARTICIPANT TO SERVICENOW PURSUANT TO THIS AGREEMENT OR THE APPLICABLE PROGRAMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF FIRST ACCRUAL OF LIABILITY; OR (B) TEN THOUSAND U.S. DOLLARS (\$10,000). NOTWITHSTANDING THE PRECEDING SENTENCE, THE TOTAL, CUMULATIVE LIABILITY OF SERVICENOW FOR ALL CLAIMS IN THE AGGREGATE ARISING OUT OF OR RELATED TO PRE-RELEASE TECHNOLOGY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO ONE THOUSAND U.S. DOLLARS (US\$1,000.00). THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THESE LIMITS. THE PARTIES HAVE AGREED THAT THE LIMITATIONS OF THIS SECTION 11 (LIMITATIONS OF LIABILITY) SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NEITHER PARTY'S THIRD-PARTY LICENSORS OR SUPPLIERS HAVE ANY LIABILITY OF ANY KIND UNDER THIS AGREEMENT. EACH PARTY'S LIABILITY WITH RESPECT TO ANY THIRD-PARTY SOFTWARE SHALL BE SUBJECT TO THIS SECTION 11 (LIMITATIONS OF LIABILITY).

11.3. Exceptions. Section 11.1 (Exclusions) and Section 11.2 (Limitations) shall not apply to liability or damages arising under: (a) Section 5.5 (Taxes), 6 (Confidentiality), 9 (Third-Party Claims), 12 (Proper Conduct), 13 (Security and Customer Data); or (b) any infringement, use in breach of this Agreement, or misappropriation by a party of the other party's intellectual property. Section 11.2 (Limitations) shall also not apply to: (i) any payment obligations of Participant, including under Sections 5.4 (Payment Terms) to pay for program benefits, rights, licenses, products or services procured pursuant to this Agreement (including any Program Terms); (ii) obligations of a party to pay the other for fees and expenses owed pursuant to Section 3.6 (Payment and Expenses) of the Consulting and Implementation Partner Program Terms of Appendix 2 hereto; or (iii) obligations of either party to pay amounts owed pursuant to Section 6 (Financial Matters) of the Build Partner Program Terms of Appendix 4 hereto.

12. PROPER CONDUCT

12.1. Partner Code of Conduct. Participant acknowledges that it has read, understands and shall abide by the then-current Partner Code of Conduct, which is hereby incorporated into this Agreement by reference. ServiceNow may, from time to time upon thirty (30) days' notice to Participant, amend the Partner Code of Conduct on a going forward basis, in ServiceNow's sole discretion. If Participant does not agree to an amendment, its recourse shall be to resign from the affected Program (if the amendment is limited to appointees of a Program), or terminate the Agreement for convenience in accordance with Section 3.2 (Termination for Convenience). As related to Participant's business with ServiceNow, Participant shall raise suspected, potential, or actual violations of the Partner Code of Conduct, any other ServiceNow policy or procedure, or of law, to ServiceNow. If Participant has a good faith concern about a suspected, potential, or actual violation, Participant should send an email to: legal_compliance@servicenow.com. Alternatively, Participant can submit a concern anonymously via ServiceNow's Whistleblower Hotline: servicenow.ethicspoint@servicenow.com. Participants' reports of misconduct submitted in good-faith are protected from retaliation.

12.2. Trade Laws. Each party shall comply with the export control laws, economic sanctions laws, and import laws of the United States and all relevant jurisdictions applicable to their respective activities governed by this Agreement (collectively, "Trade Laws"). Without limiting the foregoing, Participant acknowledges that ServiceNow Technology is subject to the U.S. Export Administration Regulations (the "EAR"), and Participant shall comply with the EAR. Participant also acknowledges that certain transactions involving ServiceNow Technology are subject to US economic sanctions administered by the U.S. Office of Foreign Assets Control ("OFAC") and that Participant will comply with applicable economic sanctions.

Without limiting the foregoing, Participant represents and warrants that: (a) it is not located in, and will not use any ServiceNow Technology from, any country or region subject to comprehensive restrictions or embargoes under Trade Laws (currently including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk Regions of Ukraine) and will not provide any ServiceNow Technology to any individual or entity subject to applicable restrictions under Trade Laws; (b) Participant will not use the ServiceNow Technology in the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, unmanned air vehicle systems, or in any other manner prohibited by applicable Trade Laws; and (c) Participant is not prohibited under Trade Laws from

participating in transactions within the scope of this Agreement by any government agency. Participant shall not directly or indirectly export any ServiceNow Technology or provide any products or services using ServiceNow Technology to (i) any country, destination, or person to which the provision of such ServiceNow Technology or products or services using ServiceNow Technology would be prohibited by Trade Laws; or (ii) any country or destination for which Trade Laws require government licenses or other authorizations without first obtaining such licenses or other authorizations. The provisions of this Section will survive the expiration or termination of this Agreement for any reason. The parties agree to provide reasonable assistance to each other with reference to compliance with Trade Laws upon written request.

12.3. Compliance with Anti-Corruption Laws. Anti-corruption laws such as, without limitation, the U.S. Foreign Corrupt Practices Act, the U.S. Federal Anti-Kickback Statute, and the U.K. Bribery Act prohibit bribery, including bribery of government officials, to obtain or retain business, influence an action or decision, or obtain an unfair advantage in a business transaction. Participant shall comply with the anti-corruption laws which govern the conduct of ServiceNow and its subsidiaries, as well as similar laws applicable to Participant. Participant, its officers, directors, employees, consultants, agents, and anyone acting on Participant's behalf or on behalf of ServiceNow, agrees not to improperly offer, give, pay, promise or authorize any direct or indirect payment or provide anything of value (including, but not limited to, kickbacks, gratuities, gifts, favors, entertainment, loans or fees) to anyone for the purpose of obtaining or retaining business or to improperly influence any action or decision, including to any government official. Where permissible, travel expenses and business amenities provided to government officials must be reasonable, directly related to product demonstration, not for any purpose prohibited by anti-corruption laws, and cannot be reasonably construed as a bribe or improper inducement. Any Participant's violation of any anti-corruption law is grounds for immediate termination of its relationship with ServiceNow. A Participant that engages in corruption will forfeit any payment owed for the transaction in which the Participant acted corruptly. Upon ServiceNow's request, Participant shall execute a compliance certification, certifying Participant's compliance with the provisions of this paragraph.

12.4. Compliance with Laws. Each party shall comply with all laws, regulations, and standards, as well as any local licensing requirements, applicable to its performance of its obligations under this Agreement ("**Applicable Laws**").

12.5. Compliance Training. ServiceNow may periodically request Participant to complete training on any compliance topics provided by ServiceNow (or its advisors, consultants or legal advisors), but not to exceed once per calendar year. Participant agrees that its employees directly working under this Agreement will be required to successfully complete these trainings when requested by ServiceNow. The content, scheduling, and delivery method of these trainings will be at ServiceNow's discretion (which may be via ServiceNow's e-Learning platform). ServiceNow will provide Participant no less than thirty (30) calendar days' notice of a scheduled compliance training and thirty (30) calendar days to complete the training from the training start date communicated to Participant. Participant shall not be required to pay ServiceNow any fee in order to complete compliance training, however, Participant shall bear its own expenses associated with participation in such training.

13. SECURITY AND CUSTOMER DATA

13.1. Security Program. Participant will maintain a written information security program of policies, procedures and controls governing the processing, storage, transmission and security of ServiceNow Confidential Information, Customer Confidential Information and, as applicable, Customer Data (the "Security Program"). The Security Program shall comply with Applicable Laws (as defined in Section 12.4) and shall include physical, technical and administrative measures designed to protect ServiceNow Confidential Information Customer Confidential Information and, as applicable, Customer Data, from unauthorized access, acquisition, use, disclosure, or destruction.

13.2. Security Assurance. Participant shall maintain software assurance practices that minimize the risk that Participant and its Participant Technology and Partner Applications will introduce Security Vulnerabilities (defined below), including implementing processes and mechanisms ("**Security Practices**") for verifying the authenticity and integrity of the software used or distributed by Participant, such as by using public key encryption. Upon request, Participant shall disclose to ServiceNow in reasonable detail its Security Practices (which disclosures shall be Confidential Information of Participant) and shall self-certify to ServiceNow that its Participant Technology and Partner Applications are developed, operated and maintained in accordance with software integrity and security standards developed by SAFECODE.org or other similar recognized authority. Participant shall promptly notify ServiceNow in the event that it has knowledge or becomes aware that its Participant Technology or Partner Applications or other implementation, product or service may degrade ServiceNow's ability to meet its support and service availability terms, or pose a security risk to Customers, the Subscription Service or ServiceNow. Participant agrees to use reasonable efforts to assist ServiceNow, at Participant's expense, to investigate and resolve any support or availability or security problems that may be caused by a Participant Technology, Participant Services or Partner Applications, in ServiceNow's discretion.

13.3. Security Vulnerabilities. "Security Vulnerability" means any set of conditions that leads or may lead to an implicit or explicit failure of the confidentiality, integrity or availability of the Subscription Service or other offering of ServiceNow, including, by way of example only: (a) executing commands as another user; (b) accessing data in excess of specified or expected permissions; (c) posing as another user or service within a system; (d) causing an abnormal denial of service; (e) inadvertently or intentionally destroying data without permission; or (f) exploiting any encryption implementation weakness (such as to reduce the time or computation required to recover the plaintext from an encrypted message). Immediately upon identification of any Security Vulnerability, Participant shall notify ServiceNow by email to product.security@servicenow.com so that ServiceNow may initiate an investigation. Any such notice

and discussions regarding a Security Vulnerability shall be treated as ServiceNow Confidential Information, and ServiceNow shall determine the appropriate remedy for any Security Vulnerability in its sole discretion. Participant shall not disclose any Security Vulnerability to the public, customers, partners or any third party without ServiceNow's express prior written approval.

13.4. **Customer Data.** Participant access to Customer Data shall be subject to the PartnerNow Data Processing Addendum, which is hereby incorporated by reference. If Participant Technology enables transfer of Customer Data outside of the ServiceNow platform, Participant shall: (a) clearly and conspicuously notify the applicable Customer of this fact; (b) obtain consent from the Customer; (c) advise the Customer that ServiceNow is not responsible for the privacy, security or integrity of such data; (d) not cause, by action or omission, ServiceNow to be in breach of its obligations under applicable data protection regulations; and (e) not use Customer Data for any purpose other than to provide functionality or services to that Customer. In connection with the ServiceNow Technology, Participant shall not (and shall not permit Participant Technology or Partner Applications to) collect data from any person other than in accordance with applicable data protection laws and regulations, and only then with appropriate consent. Participant shall comply with any applicable restriction on use, disclosure, processing or transmission of data received by Participant through a Customer's use of Participant Technology or Partner Applications, or data provided directly by ServiceNow to Participant. Without limiting the generality of the foregoing, Participant shall comply with any applicable law or regulation requiring Participant to provide notifications regarding data breaches and any obligations protecting any individual's personal data, and shall promptly cease all collection, use and disclosure of such personal data if the applicable individual ceases to consent or affirmatively revokes consent for Participant's collection, use or disclosure of such personal data. **"Customer Data"** means electronic data uploaded by or for a Customer, or a Customer's agents, employees, or contractors, excluding ServiceNow Core Technology, that is processed in the Subscription Service.

13.5. **Security Incident Notification.** Without limiting the obligations in Section 13.3, Participant shall monitor, analyze, and respond to security incidents in a timely manner, in accordance with Participant's standard operating procedure. Depending on the nature of the incident, Participant's security group shall escalate and engage response teams necessary to address an incident. Unless notification is delayed by the actions or demands of a law enforcement agency, Participant shall report to ServiceNow the discovery of a Security Vulnerability, any breach of Participant's Security Program, or the unauthorized acquisition, access, use, disclosure, or destruction of Customer Data, and/or ServiceNow Confidential Information (that results in disclosure, loss, or harm (each, a **"Breach"**)) promptly following determination by Participant that a Breach occurred. The initial report will be made to product.security@servicenow.com. Participant shall fully cooperate with ServiceNow in responding to a Breach. In the event of the unauthorized acquisition, access, use, disclosure, or destruction of Customer Data, or ServiceNow Confidential Information, Participant shall provide access to Participant's IT environment and produce all evidence in Participant's possession or control regarding the disclosure. Participant shall take reasonable measures to promptly mitigate the cause of the Breach and shall take reasonable corrective measures to prevent future Breaches. As information is collected or otherwise becomes available to Participant and unless prohibited by law, Participant shall provide information regarding the nature and consequences of the Breach that are reasonably requested to allow ServiceNow to notify, as applicable, affected Customers, individuals, government agencies, regulatory bodies, or credit bureaus.

14. GENERAL PROVISIONS

14.1. **Conflicts.** Each party represents that it has no outstanding agreement or obligation in conflict with any provision of this Agreement or that would preclude it from complying with the provisions of this Agreement. Each party agrees not to enter into any such conflicting agreement during the term of this Agreement.

14.2. **Waiver; Remedies.** A waiver of any right under this Agreement is only effective if it is in writing and signed by the party against whom the waiver is sought. Any such waiver shall apply only to the party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise in this Agreement, remedies arising under this Agreement are cumulative and do not exclude any other remedies available at law or in equity.

14.3. **No Third-Party Beneficiaries.** This Agreement is not intended to benefit any person or party other than the parties to this Agreement and, where applicable, the parties' successors and permitted assigns.

14.4. **Assignment.** Participant shall not assign, delegate, subcontract or otherwise transfer, directly or by operation of law, any of the rights or obligations of this Agreement nor any part or all of this Agreement without the prior written consent of ServiceNow. Without limiting the generality of the foregoing, each of the following transactions shall constitute an assignment for which the prior written consent of ServiceNow is required: (a) the acquisition by any person, entity or group directly or indirectly, of beneficial ownership of more than fifty percent (50%) of Participant's total voting power of its capital stock or other securities; or (b) any merger, consolidation or similar transaction by Participant with or into any person or entity (even if Participant is the surviving entity) except in a transaction in which the holders of a majority of the outstanding voting power in Participant prior to such transaction continue to hold a majority of the outstanding voting power of the surviving or continuing entity following such transaction or if Participant is acquired and the entity that acquired Participant continues to maintain Participant as a separate legal entity. The rights granted herein are personal to Participant and are not granted to Participant's Affiliates. ServiceNow may, without notice to or consent from Participant, assign this Agreement or any of ServiceNow's rights and obligations hereunder: (i) to any ServiceNow Affiliate; or (ii) in connection with any merger, consolidation, reorganization, sale of all or substantially all of ServiceNow's assets to which this

Agreement pertains, or any similar transaction. Any attempt to transfer, assign, delegate or subcontract rights or obligations under this Agreement except as set forth in this Section 14.4 shall be void. Subject to the foregoing limitation, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

14.5. Independent Parties. The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or fiduciary relationship between the parties. Neither party shall have any right or authority to assume or create any obligation of any kind, express or implied, in the name of or on behalf of the other party, or represent that it has any such authority. Participant agrees that it is not entitled to any benefits ServiceNow may offer to its employees, such as group insurance or other employment benefits. Participant is solely responsible for filing all its tax returns and submitting all tax payments as required by the applicable taxing authorities arising from any payments to Participant under this Agreement.

14.6. Compliance Review. Participant shall retain records of its activities under this Agreement for at least four (4) years. During the term of this Agreement and for one (1) year thereafter, ServiceNow (and its auditors, consultants and legal advisors) shall have the right to audit Participant's records relating to its performance under the Agreement and to verify that Participant has fulfilled its obligations under the Agreement. If requested by Participant, ServiceNow may engage a certified public accounting firm reasonably acceptable to Participant to perform such an audit. Any such audit shall be conducted during normal business hours on a date mutually acceptable to both parties, and ServiceNow must provide at least ten (10) business days' prior notice. Participant shall: (i) acknowledge receipt of any audit request; (ii) appoint a dedicated contact for the audit; and (iii) provide all documents reasonably requested by ServiceNow (and its auditors, consultants, and legal advisors), including documents to evidence completion of transactions with Customers, all within ten (10) business days of any request. Upon request, Participant will use reasonable efforts to obtain consent from Customers to provide ServiceNow with copies of Customer agreements relevant to any audit. The audit shall be conducted at ServiceNow's expense, unless (i) the audit reveals that Participant has materially breached its obligations hereunder, or (ii) the audit is initiated as a result of Participant's failure to comply with the terms and conditions of this Agreement, in which case (i) or (ii) Participant shall promptly reimburse ServiceNow for its reasonable expenses incurred in connection with such audit. Such audits shall be conducted no more than once in any period of twelve (12) consecutive months unless required by any applicable regulatory agency, ServiceNow being compelled to do so by same, or if an audit reveals a material breach of Participant's obligations hereunder or if mutually agreed upon by the parties.

14.7. Notices. Except as expressly otherwise provided herein, all notices shall be in writing and deemed delivered the earlier of: (a) actual receipt; (b) upon delivery by a nationally recognized overnight courier (receipt requested) to the receiving party's address as specified herein or updated by written notice; or (c) when received via electronic communications as evidenced by either party's contemporaneously created computer records. Participant's address for purposes of notice shall be the address and e-mail address provided by Participant when creating an account in the Partner Portal (or as updated from time to time by Participant in Participant's account information in the Partner Portal). ServiceNow's address for notice shall be: ServiceNow, Inc., 2225 Lawson Lane, Santa Clara, CA 95054, USA (with attention to Legal Department Notices, with a copy to legalnotices@servicenow.com).

14.8. Dispute Management. This Agreement and all relations, disputes, claims and other matters arising hereunder (including non-contractual disputes or claims) shall be governed exclusively by, and construed exclusively in accordance with, the laws of the jurisdictions set forth in the table attached in Exhibit A (ServiceNow Entity Table), as determined by the country of Participant's domicile (as indicated in the first column), without regard to conflicts of laws provisions. To the extent permitted by law, choice of laws rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. For the purposes of adjudicating any action or proceeding to enforce the terms of this Agreement, the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any national or provincial court of competent jurisdiction located in the venue indicated in the table corresponding to Participant's domicile. The prevailing party in any claim or dispute between the parties under this Agreement shall be entitled to reimbursement of its reasonable attorneys' fees and costs.

14.9. Effect of Termination of Program Terms. Unless otherwise specified in the applicable Program Terms, upon the termination of any Program Terms: (a) Participant's appointment to the applicable Program automatically terminates; (b) all licenses and other rights granted to Participant under the Program Terms shall immediately terminate and Participant shall cease use of and access to ServiceNow Technology and other benefits provided under the applicable Program; (c) all Order Forms signed and provided by ServiceNow under the Program Terms that, at the time of such expiration or termination, remain unsigned by Participant shall be null and void; and (d) all Confidential Information provided under the Program Terms shall be returned in accordance with Section 6.7 (Return of Materials) subject to any continuing rights or licenses hereunder. The termination of Program Terms for one Program shall not affect the Program Terms of any other Program. Additional effects of termination applicable to Program Terms may be described in such Program Terms.

14.10. Effect of Termination of Agreement. Upon expiration or termination of this Agreement: (a) all Program Terms hereunder shall terminate subject to Section 14.9 (Effect of Termination of Program Terms); (b) all licenses and other rights granted to Participant hereunder shall immediately terminate except as provided below; (c) each party shall cease use of the other party's Trademarks, marketing collateral and Technology except as otherwise provided herein; (d) all Order Forms signed between the parties during the term of this Agreement shall survive under the terms of this Agreement until the expiration of the subscription term provided in each Order Form; (e) all Order Forms signed and provided by ServiceNow under this Agreement that, at the time of such expiration or termination, remain unsigned by Participant

shall be null and void; and (f) all Confidential Information provided under the Agreement shall be returned in accordance with Section 6.7 (Return of Materials) subject to any license grants surviving termination of the Agreement. Notwithstanding the foregoing, no liability of either party arising before expiration or termination of this Agreement, including liability for payments due, shall be affected. Sections 1 (Definitions), 4.7 (Certain Limitations), 5 (Orders and Payment), 6 (Confidentiality), 7 (Intellectual Property), 8 (Trademarks; Publicity (but excluding Sections 8.2 (Trademark License to Participant) and 8.3 (Trademark License to ServiceNow)), 9 (Third-Party Claims) (but only for a period of two (2) years), 10.4 (Disclaimer), 11 (Limitations of Liability), 13 (Security and Customer Data), and 14 (General Provisions) shall survive expiration or termination of this Agreement for any reason.

14.11. **Future Versions.** In the event ServiceNow and Participant enter into a future version of the PartnerNow Master Agreement, this Agreement shall be superseded in its entirety in favor of such future version.

14.12. **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements, representations and negotiations with respect to such subject matter. In the event of any conflict between the main body of this Agreement and Program Terms, Guide, PartnerNow Data Processing Addendum, Partner Code of Conduct, Opportunity Registration Terms or any ordering document, the descending order of precedence shall be as follows: (a) Order Forms; (b) the main body of this Agreement without regard to its attached Program Terms or terms incorporated by reference; (c) Program Terms including Appointment Confirmations; (d) Work Orders (as defined in Appendix 2 hereto) and statements of work, except to the extent that the intent to override or amend this Agreement is expressly stated in such document, in which case the ordering document shall control over this Agreement; (e) Guides; (f) Opportunity Registration Terms; and (g) any other terms incorporated by reference into either the main body of this Agreement, the Program Terms or the Guides. If the parties inadvertently enter into an Order Form, Work Order or statement of work, pursuant to which Participant and ServiceNow enter into a subcontracting or reseller relationship, without ServiceNow having appointed Participant to the applicable Program, then such transactions shall be deemed subject to the applicable Program Terms unless the parties have expressly agreed otherwise, notwithstanding any provision in this Agreement to the contrary. A subcontracting provision in Program Terms shall control over Section 7.1 (Ownership) of this Agreement to the extent it permits or requires a party acting as subcontractor to assign rights relating to deliverables. Participant agrees that any terms and conditions in any purchase order submitted by Participant to ServiceNow are superseded and replaced by the terms and conditions of this Agreement, and such purchase order terms and conditions shall have no force or effect. Any modification of this Agreement must be in writing and signed by an authorized representative of ServiceNow and Participant.

14.13. **Construction.** No presumption shall be drawn against either party based on its drafting of any particular provision hereof. Section references in the main body of this Agreement shall be presumed to refer to other sections of the main body of this Agreement. This Agreement has been drawn in the English language, and its English language version shall be controlling over any other translations. Les parties aux présentes ont formellement demandé à ce que la présente convention et tous les documents auxquels cell-ci réfère soient rédigés et signés en langue anglaise. The word "including" shall in all cases mean "including but not limited to."

14.14. **Severability.** If any provision of this Agreement is judicially declared to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding any portion of the remainder of this Agreement, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable and that achieves the same objective.

14.15. **Country-Specific Terms.** The following country-specific provisions shall supplement, and supersede to the extent of any conflict, the other provisions of this Agreement if the country indicated is the domicile of Participant, or in the case of South Korea, if the Participant sells the Subscription Service or any other ServiceNow Technology, or provides ServiceNow Technology or any ServiceNow services, to one or more Customers domiciled in, or delivering services in, South Korea.

14.15.1. **Australia - Compliance with Consumer Laws.** To the extent, if any, that the terms and conditions of the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, or other statutory law prevents ServiceNow from excluding certain liability as set forth in this Agreement, such liability will be limited to the extent permitted by such law to one or more of the following: (a) in respect of a supply of services, to: (i) the supplying of the services again, or (ii) the payment of the cost of having the services supplied again; and (b) in respect of a supply of goods, to: (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of the goods, (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods, or (iv) the payment of the cost of having the goods repaired. Notwithstanding any other provision of this Agreement or an Order Form to the contrary, nothing therein will derogate from any requirement to provide a refund under the Australian consumer law. If Participant is acquiring goods or services as a "consumer" for the purposes of the Australian Consumer Law, the benefits given any warranties that are a "warranty against defects" (as such term is defined in the Australian Consumer Law) are in addition to any other rights and remedies available to Participant under a law in relation to the goods or services to which such warranty relates and, in such case, the following shall apply: "The ServiceNow goods come with guarantees that cannot be excluded under the Australian Consumer Law. Participant is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Participant is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to

a major failure.”

14.15.2. **Brazil.**

(a) **Ancillary Software.** The following language is added to Section 4.3 (Ancillary Software): “Participant may copy the Ancillary Software’s object code in whole or in part to the extent reasonably necessary for the purposes of archival, safeguard, testing, emergency reboot or disaster recovery, or as to substitute a copy made on defective media. The Intellectual Property Rights in the original and any copies of Ancillary Software, or any part of it, is the exclusive property of ServiceNow.”

(b) **Taxes.** The following language is added to Section 5.5 (Taxes): “For purchases of, payment for, access to, and use of the Subscription Service and Professional Services in Brazil, the following terms shall apply: “**Taxes**” shall mean all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, excise, business, service, and similar transactional taxes imposed by any taxing jurisdiction in Brazil and the interest and penalties thereon. Prices on the applicable Order Form(s) shall be inclusive of all Taxes as applicable by Brazilian law. ServiceNow shall issue a valid tax invoice to Partner and this invoice shall be inclusive of all Taxes as applicable by Brazilian law. Where required by Brazilian law, Partner will withhold Taxes with no impact on the final price. If withholding tax should apply to any purchase or Order Form, any pricing limitation herein or in an Order Form may be subject to renegotiation for future Order Forms. Upon ten (10) days’ notice from ServiceNow, Participant shall present its forms evidencing its payment of all taxes applicable to Participant under this Agreement, as well as payment of all labor and pension taxes corresponding with Participant Services under this Agreement.”

14.15.3. **South Korea.**

(a) **Vertical Markets Covenant.** Participant hereby covenants and agrees that it will not sell the Subscription Service or any other ServiceNow Technology or provide the ServiceNow Technology or any ServiceNow services, to any Customer that either:

- i. falls within the definition of an Administrative Agency or Public Institution, as defined in Section 2 of the Electronic Government Act, which may be amended, replaced or supplemented from time to time;
- ii. is engaged in the business of the Defense Industry as defined in Section 3 of the Defense Acquisition Program Act, which may be amended, replaced or supplemented from time to time;
- iii. falls within the definition of Medical Personnel as defined in Section 2, or falls within the definition of a Medical Institution as defined in Section 3, of the Medical Service Act, which may be amended, replaced or supplemented from time to time; or
- iv. falls within the definition of a Financial Company or Electronic Financial Business Entity, and uses cloud services for processing Personal Identification Information or Personal Credit Information, as defined in Section 2 of the Electronic Financial Transaction Act, which may be amended, replaced or supplemented from time to time.

Without prejudice to the generality of the foregoing, to the extent that a Customer otherwise falls within national hosting requirements, including data sovereignty, residency or mirroring requirements under the Applicable Laws which shall include, but are not limited to, Act on Promotion of Information and Communications Network Utilization, Personal Information Protection Act, Credit Information Use and Protection Act, and Act on the Development of Cloud Computing and Protection of Its Users, all of which may be amended, replaced or supplemented from time to time, whether at the time of contracting, or thereafter, the Participant shall further not sell the Subscription Service, or any other ServiceNow Technology, or provide any ServiceNow Technology or ServiceNow services, to any such Customer.

All of the covenants provided in this Section 14.15.3 (a) shall be defined as the “**Vertical Markets Covenant**” and the markets considered in Section 14.15.3 (a) (i) – (iv) shall be defined as the “**Vertical Markets**”.

(b) **Notifications.** Participant’s compliance with Applicable Laws (as defined in Section 12.4) shall not exempt Participant from its liability for breach of the Vertical Markets Covenant. Furthermore, Participant shall promptly notify ServiceNow in writing upon Participant becoming aware of: (x) any breach of the Vertical Markets Covenant; or (y) any Customer who, after purchasing the Subscription Service or other ServiceNow Technology, or receiving ServiceNow Technology or any ServiceNow services, entered into, or plans to enter into, any Vertical Market in breach of the Vertical Markets Covenant.

(c) **Vertical Markets Indemnity.** Participant shall indemnify ServiceNow and ServiceNow Affiliates (and its and their officers, directors, and employees) against any and all liability suffered or incurred by any and all such indemnified parties arising out of, or related to, a breach of the Vertical Markets Covenant. No limitations of liability or liability disclaimers under the Agreement shall apply to this indemnification obligation.

(d) **Section 92-2 Exclusion.** The following language is added to Section 3.4 (Absolute Rights of Termination): “For the avoidance of doubt, the parties hereby stipulate and agree that Section 92-2 of the Korean Commercial Code (Commercial Agents’ Right to Request Compensation) is expressly excluded from this Agreement and that Participant shall waive any claim (if any) under such Section 92-2 of the Korean Commercial Code, or any other similar or equivalent legislation, in any territory, providing any rights to compensation on termination, and release ServiceNow therefrom.”

14.16. **Electronic Signatures.** Electronic signatures in connection with this Agreement and the transactions contemplated hereby shall be binding to the same extent as original signatures.

This Exhibit A is attached to and made a part of the PartnerNow Master Agreement between Participant and ServiceNow. The ServiceNow Entity Table set forth below in this Exhibit A shall be used to determine: (i) the contracting ServiceNow entity of this Agreement corresponding with the domicile of Participant; (ii) the applicable laws of the jurisdiction that shall govern all relations, disputes, claims, and other matters arising hereunder this Agreement (including non-contractual disputes or claims); and (iii) the corresponding venue location. ServiceNow reserves the right to update and amend the table below following an assignment in accordance with Section 14.4 (Assignment) above.

Domicile of Participant	ServiceNow Entity	Jurisdiction	Venue
Australia or New Zealand	ServiceNow Australia Pty Ltd.	The State of New South Wales, Australia	Sydney, Australia
Brazil	ServiceNow Brasil Gerenciamento de Serviços Ltda., an entity organized under the laws of Brazil	Brazil	São Paulo, State of São Paulo
Canada, Mexico or the United States of America	ServiceNow, Inc., a Delaware corporation	The State of California	Santa Clara, California
Japan	ServiceNow Japan G.K	Japan	Tokyo, Japan
United Kingdom	ServiceNow UK Ltd.	England and Wales	London, England
Anywhere worldwide other than the above	ServiceNow Nederland B.V.	The Republic of Ireland	Dublin, Ireland

APPENDIX 1

PROGRAM TERMS FOR THE SERVICENOW RESELLER PARTNER PROGRAM

This Appendix 1 is attached to and made a part of the PartnerNow Master Agreement between Participant and ServiceNow.

As used in this Appendix 1, “**Program**” shall mean the Reseller Partner Program; “**Guide**” shall mean the then-current Reseller Partner Program Guide, as updated from time to time by ServiceNow and posted on the Partner Portal; and “**Program Terms**” shall mean the Program Terms set forth in this Appendix 1. These Program Terms shall apply if and when Participant is appointed to the Program as evidenced by an Appointment Confirmation from ServiceNow.

1. DEFINITIONS. Capitalized terms used herein shall be defined in the Agreement, in this Section or where first used in these Program Terms.

1.1. “**Customer Refund Entitlement**” means the percentage of the amount originally paid by a Customer to Participant for access to the Subscription Service, or to receive Packaged Professional Services for which a Customer is entitled to a refund for any reason, as determined by ServiceNow.

1.2. “**Distributor**” means a distributor appointed by ServiceNow and permitted to distribute the Subscription Service and Packaged Professional Services to Program participants within a particular Territory, including the U.S. Federal Government or other national, state or local government(s).

1.3. “**Packaged Professional Services**” means ServiceNow Professional Services provided under a SKU on an applicable Order Form, specifically not including any custom services or any services provided under a SOW.

1.4. “**Participant Refund Obligation**” means the Customer Refund Entitlement multiplied by the amount originally paid by a Customer to Participant for access to the Subscription Service, or to receive Packaged Professional Services, which is approved for refund pursuant to Section 3.3 below as the Customer Refund Entitlement.

1.5. “**Participant Service Credit Obligation**” means a credit in the amount equal to the annual rate for the Customer’s use of the Subscription Service divided by 525,600, multiplied by the amount of the applicable Service Credit.

1.6. “**Proposed Order Form**” means an unmodified proposed Order Form prepared and delivered by ServiceNow to Participant that is not fully executed by the parties.

1.7. “**Service Credit**” means the number of minutes of a Customer’s Subscription Service subscription term (i.e., the period of authorized use of the Subscription Service) for which ServiceNow determines a Customer is entitled to a credit.

1.8. “**ServiceNow Refund Obligation**” means the Customer Refund Entitlement multiplied by the amount which was originally paid by Participant to ServiceNow for the Subscription Service or the Packaged Professional Services subject to a refund, as determined by ServiceNow.

1.9. “**ServiceNow Service Credit Obligation**” means a credit in the amount equal to the annual rate paid by Participant for the right to resell access to the Subscription Service to the applicable customer divided by 525,600, multiplied by the amount of the applicable Service Credit.

1.10. “**Use Authorization**” means the agreement between ServiceNow and a Customer specifying the authorized use and service level terms of the Subscription Service and the details of the Packaged Professional Services purchased by a Customer.

2. APPOINTMENT TO THE RESELLER PARTNER PROGRAM

2.1. **Appointment.** Upon Participant’s receipt of an Appointment Confirmation from ServiceNow

accepting Participant into the Program and payment of all applicable fees, Participant is appointed to the Program and these Program Terms are effective between the parties until these Program Terms or the Agreement expire or are terminated. The rights and responsibilities of Participant with regard to the Program are more fully described in the Guide, which is incorporated into these Program Terms by reference.

2.2. Term and Termination. These Program Terms are effective for a term commencing as of the Appointment Effective Date and expiring or terminating in accordance with Section 3 (Term and Termination) of the Agreement. The following provisions of these Program Terms shall survive the expiration or termination of these Program Terms for any reason: Sections 1 (Definitions), 2.2 (Term and Termination), and if applicable to Participant, Sections 3.3 (Service Credits and Refunds) and 7 (Additional Third-Party Claims).

3. RESELLER RIGHTS

3.1. Appointment. An Appointment Confirmation that appoints Participant to the Program alone does not constitute an authorization for Participant to resell the Subscription Services, or any other products or services of ServiceNow. Such resale authorization may only be granted pursuant to an Appointment Confirmation that expressly appoints Participant as ServiceNow's authorized reseller (which may be provided separately or in the same communication that appoints Participant to the Program). Upon Participant's receipt of such Appointment Confirmation, Participant may resell ServiceNow Subscription Services and Packaged Professional Services solely in accordance with the terms in the Guide. All resell activity is permitted solely to the ultimate end customer, and Participant is expressly prohibited from: (a) reselling for Participant's own internal use; (b) reselling to Affiliates of Participant; (c) reselling SOWs, as defined in Appendix 5 below; (d) reselling to any other reseller; and (e) permitting any Customer to further distribute or resell any ServiceNow products.

3.2. Territory. Participant's authorization to resell ServiceNow products or services, if and when granted, is strictly limited to the Territory except as otherwise expressly permitted by ServiceNow. To the maximum extent permitted by law, Participant agrees not to distribute, sell, resell, promote, advertise or market the Subscription Service or Packaged Professional Services outside the Territory without the express prior written consent of ServiceNow.

3.3. Service Credits and Refunds.

3.3.1. Entitlement. In accordance with the terms of a Use Authorization, a Customer may be eligible for a Customer Refund Entitlement pursuant to a warranty, a support obligation, an infringement claim, early termination or as otherwise agreed. ServiceNow or Participant shall promptly inform the other party of any claim by a Customer for a Customer Refund Entitlement or a Service Credit. ServiceNow shall solely determine, if and to the extent applicable: (a) the Customer Refund Entitlement; (b) the effective date of termination of use of the Subscription Service or the Packaged Professional Services; (c) the ServiceNow Refund Obligation; (d) the Service Credit; (e) the ServiceNow Service Credit Obligation; and (f) the form of the Service Credit which may be: (i) an extension of the Customer's subscription term; (ii) a credit to be applied to the next invoice for Subscription Service fees; or (iii) a cash value at the expiration or termination of the Customer's subscription term.

3.3.2. Refund. Within thirty (30) days after the date of determination by ServiceNow of a Customer Refund Entitlement: (a) ServiceNow shall refund to Participant the ServiceNow Refund Obligation; and (b) Participant shall refund the Participant Refund Obligation to the Customer.

3.3.3. Service Credit. Within thirty (30) days after the date of determination by ServiceNow of a Service Credit: (a) ServiceNow shall provide to Participant the ServiceNow Service Credit Obligation; and (b) Participant shall provide to Customer the Participant Service Credit Obligation. The ServiceNow Service Credit Obligation and Participant Service Credit Obligation shall be in the form of the Service Credit as determined by ServiceNow.

3.3.4. Direct Fulfillment. Notwithstanding the foregoing, ServiceNow in its sole discretion may provide a ServiceNow Service Credit Obligation or pay any ServiceNow Refund Obligation directly to the Customer by transfer or through an escrow account for release upon conditions determined by ServiceNow. In such an event, the corresponding Participant Service Credit Obligation or Participant Refund Obligation shall be reduced by the amount of the ServiceNow Service Credit Obligation or ServiceNow Refund Obligation, as applicable.

3.3.5. No Offset. Participant shall not offset or withhold amounts owed by Participant to ServiceNow for any Participant Refund Obligation or Participant Service Credit Obligation.

4. RESALE TO THE U.S. FEDERAL PUBLIC SECTOR END CUSTOMERS.

4.1. U.S. Federal Government "Territory." To resell to U.S. Federal Public Sector End Customers and/or systems integrators that purchase on behalf of or for the benefit of U.S. Federal Public Sector End Customers, Participant must be a member of the separate ServiceNow Public Sector Partner Program, and Participant's Territory, as listed in Participant's account information in the Partner Portal, must include "U.S. Federal Government."

4.2. Orders. To resell to a U.S. Federal Public Sector End Customer, Participant must establish a separate agreement with a ServiceNow Distributor to receive pricing information and procure the Subscription Service and Packaged Professional Services for its Public Sector End Customers. ServiceNow shall send a Proposed Order Form, which includes the appropriate use and service level terms of the Subscription Service, to a Distributor for further quoting to Participant as further described in the Guide. Participant shall incorporate such use and service level terms of the Subscription Service in Participant's agreement with its Customer in a contractually enforceable manner. Upon request from ServiceNow, Participant shall promptly provide to ServiceNow evidence that such terms were incorporated into Participant's agreement with its Public Sector End Customer. Additionally, Participant shall provide for every order a copy of the purchase order issued by Public Sector End Customer to Participant that Participant may redact to exclude

information that is confidential between Participant and Public Sector End Customer. The Public Sector End Customer purchase order must match ServiceNow's system of record for all product descriptions, quantities, and period of performance.

4.3. **Government Restricted Rights.** Participant agrees to take all necessary and proper actions (including without limitation execution of agreements with Customers) to ensure that any ServiceNow Intellectual Property offered, delivered, licensed and/or sold to a Public Sector End Customer is made available solely as "commercial computer software" or "commercial item" as those terms are used in applicable procurement regulations, and that the rights of such Customer to use or otherwise access ServiceNow Intellectual Property are limited solely to those express rights contractually granted by ServiceNow and do not include additional rights arising under statute or regulation, including without limitation Federal Acquisition Regulation (FAR) for civilian agency purchases and the Department of Defense (DOD) FAR Supplement (DFARS).

5. **RESALE TO STATE AND LOCAL PUBLIC SECTOR END CUSTOMERS.**

5.1. **Orders.** For resale orders to a State or Local Public Sector End Customer, Participant will either receive pricing from ServiceNow or from ServiceNow's Distributor, at ServiceNow's sole discretion. Where ServiceNow's Distributor is a party to an order, Participant must establish a separate agreement with the ServiceNow Distributor to receive pricing information and procure the Subscription Service and Packaged Professional Services for its State and Local Public Sector End Customers. ServiceNow shall send a Proposed Order Form, which includes the appropriate use and service level terms of the Subscription Service, to a Distributor for further quoting to Participant as further described in the Guide. Participant shall incorporate such use and service level terms for the Subscription Service into Participant's agreement with its Customer in a contractually enforceable manner. Where orders are placed directly between ServiceNow and Participant, (i) ServiceNow will send a Proposed Order Form, which includes pricing and the appropriate use and service level terms of the Subscription Service, to Participant; and (ii) Participant shall incorporate into Participant's agreement with Customer in a contractually enforceable manner such service level terms of the Subscription Service. Upon request from ServiceNow, Participant shall promptly provide to ServiceNow evidence that such terms were incorporated into Participant's agreement with its Public Sector End Customer. Additionally, Participant shall provide for every order a copy of the purchase order issued by Public Sector End Customer to Participant that Participant may redact to exclude information that is confidential between Participant and Public Sector End Customer. The Public Sector End Customer purchase order must match ServiceNow's system of record for all product descriptions, quantities, and period of performance.

5.2. **Government Restricted Rights.** Participant agrees to take all necessary and proper actions (including without limitation execution of agreements with Customers) to ensure that any ServiceNow Intellectual Property offered, delivered, licensed and/or sold to a Public Sector End Customer is made available solely as "commercial computer software" or "commercial item" as those terms are used in applicable procurement regulations, and that the rights of such Customer to use or otherwise access ServiceNow Intellectual Property are limited solely to those express rights contractually granted by ServiceNow and do not include additional rights arising under statute or regulation.

6. **USE AUTHORIZATIONS.** If ServiceNow's Order Form to Participant specifies that a Use Authorization form is required, Participant is obligated to obtain Customer's signature on the Use Authorization. Where a Use Authorization form is not required, as contemplated pursuant to Sections 4.2 and 5.1 of these Program Terms, ServiceNow is an intended third-party beneficiary of the ServiceNow use and service level terms that Participant is required to include in its agreement with its Customer and, upon ServiceNow's request, Participant agrees to sponsor a claim on behalf of ServiceNow to enforce the ServiceNow use and service level terms in accordance with the applicable contract disputes process for the Customer.

7. **ADDITIONAL THIRD-PARTY CLAIMS.** Subject to and in accordance with Section 9 (Third-Party Claims) of the Agreement, ServiceNow shall: (a) defend Participant against any good faith Claim to the extent caused by: (i) a Customer's use of, or the performance of, the Subscription Service, Ancillary Software or Packaged Professional Services (excluding any Participant Refund Obligation or Participant Service Credit Obligation or any Claim based in whole or in part on Participant's breach of the Agreement or these Program terms); (ii) negligence of ServiceNow that results in bodily injury or death or damage to real or tangible personal property; (iii) breach by ServiceNow of Section 12 (Proper Conduct) of the Agreement; or (iv) a Customer's use of the Subscription Service in accordance with the Use Authorization infringing any patent, copyright, or trademark of a third party; and (b) pay any court-ordered award of damages, settlement amount and reasonable attorney fees, to the extent caused by such Claim. ServiceNow's obligations under this Section 7 are subject to the terms and conditions of Section 9 (Third-Party Claims) of the Agreement. Section 11.1 (Exclusions) and Section 11.2 (Limitations) of the Agreement shall not apply to liability or damages arising under this Section 7. In addition to the other conditions and limitations on ServiceNow's obligations to defend and settle any Claim, if any ServiceNow Technology relating to these Program Terms becomes or, in ServiceNow's determination, is likely to become the subject of a Claim of infringement or misappropriation, then ServiceNow may immediately terminate these Program Terms upon notice without liability.

APPENDIX 2

This Appendix 2 is attached to and made a part of the PartnerNow Master Agreement between Participant and ServiceNow.

As used in this Appendix 2, **“Program”** shall mean the Consulting and Implementation Partner Program; **“Guide”** shall mean the then-current Consulting and Implementation Partner Program Guide, as updated from time to time by ServiceNow and posted on the Partner Portal; and **“Program Terms”** shall mean the terms and conditions set forth in this Appendix 2.

These Program Terms shall apply if and when Participant is appointed to the Program as evidenced by an Appointment Confirmation from ServiceNow.

1. DEFINITIONS. Capitalized terms used herein shall be defined in the Agreement, in this Section or where first used in these Program Terms.

1.1. **“Solutions Consulting Services”** means services provided by Participant to ServiceNow Customers under these Program Terms to: (a) assist the Customer with the use, implementation, configuration or customization of the Subscription Service instance purchased by the Customer; and (b) integrate third-party software or Participant Technology with the Customer’s instance of the Subscription Service (including through the use of APIs). The term Solutions Consulting Services does not include the creation of a Partner Application to address a particular market, nor its certification and subscription sale as a Certified App as described in Appendix 4, nor does it include Participant’s services or offerings provided on a managed services instance pursuant to a Master Ordering Agreement for Managed Service Providers.

2. APPOINTMENT TO THE CONSULTING AND IMPLEMENTATION PARTNER PROGRAM

2.1. **Appointment.** Upon Participant’s receipt of an Appointment Confirmation from ServiceNow accepting Participant into the Program and payment of all applicable fees, Participant is appointed to the Program and these Program Terms are effective between the parties until these Program Terms or the Agreement expire or are terminated. The rights and responsibilities of Participant with regard to the Program are more fully described in the Guide, which is incorporated into these Program Terms by reference.

2.2. **Territory.** Participant may advertise and offer its Solutions Consulting Services only in the Territory. To the maximum extent permitted by law, Participant agrees not to distribute, sell, resell, promote, advertise or market Solutions Consulting Services outside the Territory without the express prior written consent of ServiceNow.

2.3. **Term and Termination.** These Program Terms are effective for a term commencing as of the Appointment Effective Date and expiring or terminating in accordance with Section 3 (Term and Termination) of the Agreement. The following provisions of these Program Terms shall survive the expiration or termination of the Program Terms for any reason: Sections 1 (Definitions), 3.2 (Subcontracting Definitions), 3.4.4 (Effects of Termination), 3.6 (Payment and Expenses), 3.7 (Intellectual Property), 3.8 (Screening and Performance), 3.9 (Representations and Warranties), as well as this Section 2.3 and any definitions and provisions necessary for the interpretation of such sections. Termination of these Program Terms shall have no effect on any Work Order (defined below) that was executed but for which the work is incomplete at the date of termination; solely with respect to each such Work Order, the terms and conditions of these Program Terms shall survive until such Work Order is terminated or the work described in it is completed.

2.4. **License to Participant.** Subject to Participant’s appointment to the Program, and notwithstanding Sections 4.1 (Partner Instances) and 4.7 (Certain Limitations) of the Agreement, ServiceNow hereby grants to Participant a limited, personal, revocable, non-sublicensable, non-transferable (except as provided in Section 14.4 (Assignment) of the Agreement) right and license to: (a) provide Solutions Consulting Services to Customers; (b) access and use Partner Instances to develop Partner Applications in furtherance of Solutions Consulting Services; and (c) deploy such Partner Applications to Customers to whom Participant provides Solutions Consulting Services solely to implement, configure or customize their instance(s) of the Subscription Service as part of Solutions Consulting Services.

2.5. **Conditions.** With respect to each Customer to whom Participant provides Solutions Consulting Services, the license under Section 2.4 (License to Participant) above is subject to each such Customer’s representation to Participant that it has the right from ServiceNow to access and use the Subscription Service as implemented, configured, customized or otherwise modified by Participant. Nothing in these Program Terms shall be construed as permitting or empowering Participant to grant any Customer access to the Subscription Service or other ServiceNow Technology, including any access in excess of such Customer’s Authorized Use Configuration. Customers must separately procure from ServiceNow rights to use the Subscription Service as customized, configured or otherwise modified by Participant. In addition, the license granted under Section 2.4 (License to Participant) does not permit Participant to create a Partner Application that may be implemented or used apart from the Solutions Consulting Services, or that addresses a particular market. In the event that ServiceNow reasonably determines that Participant is acting as a distributor of Partner Applications rather than as a provider of Solutions Consulting Services, ServiceNow reserves the right to terminate this Appendix 2 or the Agreement, in its sole discretion.

2.6. **License to Host Application.** Participant grants to ServiceNow a perpetual, irrevocable, sublicensable, non-transferable (except as provided in Section 14.4 (Assignment) of the Agreement), non-exclusive, fully-paid, royalty-free, worldwide license under Participant’s Intellectual Property Rights to make, have made, sell, offer for sale, import, export, lease, rent, reproduce, distribute, create derivative works of, publicly perform, publicly display and otherwise modify, transmit and use or disclose, in any manner, any Partner Application that is deployed by Participant (or with Participant’s permission) to a

Customer, solely as necessary to render such Partner Application (as may be further modified by or for Customer) to such Customer in connection with the Subscription Service. The foregoing license shall not be construed as granting to a Customer any rights to use or modify the Partner Application. If the Customer is at any time not entitled to use the Partner Application, Participant shall enforce its applicable Intellectual Property Rights solely against the Customer, notwithstanding any other provision in the Agreement or these Program Terms.

3. SUBCONTRACTING.

3.1. **Applicability.** The provisions of this Section 3 shall apply to any Work Orders (defined below) between the parties. Pursuant to each Work Order, one party shall be designated as **"Prime"** and the other as **"Subcontractor"** and, for that Work Order, the rights and obligations of each party in its respective role (as Prime or Subcontractor) shall be as set forth in this Section 3.

3.2. Subcontracting Definitions.

3.2.1. **"Change Request"** means an agreement executed by the parties that describes a modification to a Deliverable, Subcontractor Services or to any material provision of a Work Order.

3.2.2. **"Deliverables"** means software, object code, methodologies, applications, ideas, protocols, workflows, implementation processes, business processes, logic, templates, marketing collateral, notes, documentation, templates, media, marketing collateral, reports, data, analyses and working papers delivered by Subcontractor to Prime pursuant to these Program Terms as described in a Work Order.

3.2.3. **"Licensed Third-Party Technology"** means Technology and materials licensed to Subcontractor by a third party for incorporation into a Deliverable and identified in the applicable Work Order.

3.2.4. **"Newly Created Technology"** means the portion of a Deliverable comprising Technology authored, invented or otherwise created by Subcontractor in the performance of the Subcontractor Services pursuant to these Program Terms and a Work Order, excluding Project Materials, Pre-Existing Technology and materials owned by third parties (including but not limited to Licensed Third-Party Technology).

3.2.5. **"Pre-Existing Technology"** means the portion of a Deliverable comprising either: (a) Participant Technology (where Participant is Subcontractor); or (b) ServiceNow Technology (where ServiceNow is Subcontractor), that was authored, invented or otherwise created by Subcontractor other than for or in connection with these Program Terms and the corresponding Work Order. When ServiceNow acts as the Subcontractor, any updates, upgrades, improvements, configurations, extensions and derivative works of ServiceNow Technology that are authored, invented or otherwise created by ServiceNow shall be deemed ServiceNow's Pre-Existing Technology (and not Newly Created Technology), regardless of when or how created.

3.2.6. **"Project Materials"** means any Technology furnished to Subcontractor by or on behalf of Prime to enable or support Subcontractor Services.

3.2.7. **"Qualification Requirements"** means the personnel background testing and screening requirements as updated from time to time and posted online (ServiceNow posts its requirements on the Partner Portal) or e-mailed to the other party.

3.2.8. **"Subcontractor Services"** means consulting, training, implementation, integration or other professional services of Subcontractor including the production of any Deliverables, as described in a Work Order.

3.2.9. **"Work Order"** means the agreement executed by the parties that describes the Subcontractor Services to be provided and any terms and conditions specific to the Subcontractor Services and Deliverables.

3.3. Scope of Services.

3.3.1. **Services Provided.** For each Work Order signed between the parties, the designated Subcontractor shall provide the Subcontractor Services and Deliverables to the Prime in accordance with the Work Order, subject to the terms and conditions of the Agreement and these Program Terms for ultimate use by the Customer identified in the Work Order.

3.3.2. **Work Orders.** Each Work Order shall: (a) incorporate the Agreement; and (b) specify and describe the relevant business parameters, including but not limited to, the Subcontractor Services, Deliverables, responsibilities, assumptions, project descriptions, delivery schedules, staff roles, pricing, payment schedule and project manager points of contact for each party to the Work Order. All Work Orders shall be Confidential Information of both parties.

3.3.3. **Non-Exclusivity.** Nothing in these Program Terms or any Work Order shall be construed to obligate Prime to use Subcontractor's services, or that of any personnel of Subcontractor, in any guaranteed quantity or for any guaranteed period of time. The quantity and duration of service shall be determined by Prime in its sole discretion.

3.4. Term and Termination.

3.4.1. **Term.** Each Work Order shall commence on its specified Effective Date and shall continue until it is terminated in accordance with this Section 3.4 or until Subcontractor has provided all of the Subcontractor Services and Deliverables to be provided thereunder.

3.4.2. **Termination for Convenience.** ServiceNow may terminate a Work Order for convenience upon two weeks' prior notice to the other party.

3.4.3. **Termination for Cause.** ServiceNow may terminate a Work Order immediately if: (a) Customer indicates misconduct or incompetence in the performance of the Participant Services and requests removal of the Participant; (b) in accordance with Section 3.5.5 (Personnel) below, ServiceNow has requested the replacement of Participant personnel and Participant has failed to offer a replacement plan within two (2) business days; or (c) Participant has failed to provide ServiceNow with two weeks' notice prior to changing the personnel assigned under a Work Order.

3.4.4. **Effects of Termination.** Upon termination of a Work Order, the licenses granted pursuant to

Section 3.5.3. (License to Project Materials) below shall automatically terminate, and Subcontractor shall cease all use of the Project Materials and destroy or delete all reasonably accessible copies in its possession or control. Upon termination of a Work Order for any reason, Prime shall pay to Subcontractor fees for Deliverables delivered, work performed and expenses incurred by Subcontractor prior to the termination date, subject to the other terms and conditions of the Work Order and this Section 3 (Subcontracting). Termination or expiration of a Work Order shall have no effect on the Agreement or these Program Terms.

3.5. Project Management. Performance under each Work Order shall be in accordance with this Section 3.5.

3.5.1. Duties, Schedules & Locations. Subcontractor shall perform all Subcontractor Services at locations notified in advance in writing by Prime. Subcontractor and each of its personnel shall be required to follow reasonable work rules established by Prime and, if applicable, the Customer.

3.5.2. Project Change Request. Either party may request modification of a Work Order by means of a Change Request. When a party submits a Change Request, Subcontractor shall promptly estimate the financial and scheduling impacts, if any, expected as a result of the proposed Change Request. The parties shall promptly meet to review the estimate and determine whether, and with what modifications, the Change Request would be mutually acceptable. Subcontractor may not unreasonably refuse to accept a Change Request initiated by Prime if Prime agrees to bear the financial and schedule impacts identified by Subcontractor. If the parties agree to a Change Request, they shall attach it signed and dated to the applicable Work Order. If the parties are unable to agree within five (5) business days after the Change Request is submitted, then the submitting party may either withdraw the Change Request or immediately terminate the Work Order by notice to the other party at the address for notice provided herein.

3.5.3. License to Project Materials. Prime hereby grants to Subcontractor a royalty-free, non-sublicensable, non-transferable (except as provided in the general assignment provision of the Agreement), non-exclusive, worldwide license to use, make, copy and create derivative works of the Project Materials solely for the purpose of developing and testing the Deliverables.

3.5.4. Delay of Project Materials. Prime acknowledges and agrees that Subcontractor's performance of the Subcontractor Services and supply of Deliverables is contingent on Prime's timely delivery of, or provision of access to, the Project Materials. Any scheduling or financial impacts caused by Prime's failure to deliver or provide access to such materials or technology shall be treated as a Change Request.

3.5.5. Personnel. Prime may reasonably approve or reject any personnel proposed by Subcontractor in its sole discretion. Subcontractor shall not further subcontract to any third party without prior written approval from Prime and Subcontractor shall be wholly liable for the acts and omissions of such further subcontracted personnel as if they were Subcontractor. Subcontractor shall ensure that any person performing the Subcontractor Services complies with the Work Order and these Program Terms. Upon Subcontractor's receipt of a written request from Prime to remove or replace Subcontractor personnel assigned to perform Subcontractor Services, including specific reasons for such request, Subcontractor shall use reasonable efforts to replace such personnel. Prime may terminate a Work Order immediately if Subcontractor cannot offer a replacement personnel plan within two (2) business days.

3.6. Payment and Expenses. Payment of fees and expenses under each Work Order shall be in accordance with this Section 3.

3.6.1. Fees. Prime shall pay Subcontractor the fees for Subcontractor Services and Deliverables, in addition to any expenses due and payable, in accordance with the hourly fees at the rates stated in the Work Order or the fixed price stated, or on such other basis as defined in the Work Order and any corresponding Change Request(s). Timecards must be submitted on a weekly basis for work on a time and materials basis. A Work Order may specify that payments are contingent upon the completion of a milestone, such as the rendering of specified Subcontractor Services. No overtime rates shall apply except as expressly described in the Work Order. No increase of applicable fees shall apply except as provided in a Change Request.

3.6.2. Expenses. Prime shall reimburse Subcontractor its reasonable and necessary travel expense and other out-of-pocket expenses as specified in the applicable Work Order.

3.6.3. Payment. Unless otherwise agreed in the applicable Work Order, invoices shall be submitted by Subcontractor to Prime each month for Subcontractor Services during the preceding month for fees and expenses and shall be based upon the hours worked or if applicable the milestones attained. In support of the invoice, as applicable, Subcontractor shall submit a detailed description of hours worked by each of Subcontractor's personnel assigned to perform Subcontractor Services, a description of the specified Subcontractor Services performed by each such personnel, and other information reasonably requested by Prime, along with documentation of reimbursable expenses. Unless otherwise specified in the applicable Work Order, properly submitted and approved invoices shall be paid within thirty (30) days from Prime's receipt of payment from the Customer for the corresponding Subcontractor Services.

3.6.4. Taxes and Benefits. Unless otherwise provided in the applicable Work Order, Subcontractor shall be responsible for paying (either directly or through its permitted subcontractors) all federal, state and local income taxes and other payroll taxes, as well as contributions for unemployment insurance, workers' compensation insurance, retirement funds or their local equivalents, pensions, or annuities which it now or may hereafter be required to deduct from the wages of its personnel, and shall file or cause to be filed all required returns related to such taxes, contributions and payroll deductions.

3.7. Intellectual Property.

3.7.1. Ownership of Project Materials and Pre-Existing Technology. Except as expressly provided herein: (a) Prime and its licensors shall retain all right, title and interest in and to the Project Materials; and (b) Subcontractor (whether Participant or ServiceNow) and its licensors shall retain all right, title and interest in and to the Subcontractor's Pre-Existing Technology. There are no implied licenses granted under

the Program Terms, and any rights of a party that are not expressly granted to the other party are reserved.

3.7.2. Newly Created Technology. Except as otherwise set forth in the applicable Work Order, Subcontractor hereby transfers, assigns and conveys to Prime all right, title and interest (including all worldwide Intellectual Property Rights) in and to the Newly Created Technology incorporated into or delivered as part of the Deliverables. Subcontractor shall execute such documents, render such assistance and take such other actions as Prime may reasonably request, at Prime's expense, to apply for, register, perfect, confirm and protect Prime's rights in Newly Created Technology. Subcontractor hereby waives any and all moral rights, including without limitation the right to identification of authorship or limitation on subsequent modifications that Subcontractor and its employees have or may have in the Newly Created Technology.

3.7.3. License by Participant. To the extent Participant, acting as Subcontractor, delivers or incorporates any of its Pre-Existing Technology or Licensed Third-Party Technology with or into the Deliverables, Participant hereby grants to ServiceNow a royalty-free, irrevocable, sublicensable, non-transferable (except as provided in the general assignment provision of the Agreement), non-exclusive, worldwide right and license to use, make, have made, distribute, reproduce, sublicense, perform, display, create derivative works of, and otherwise use the Pre-Existing Technology and the Licensed Third-Party Technology in any manner necessary to enable the use of the Deliverables and Subcontractor Services as described in the relevant Work Order, including to provide the Subscription Service or other services (such as professional or support services) to a Customer. Participant shall provide to ServiceNow a listing of all third-party and free or open source software packages (including packages released to the public domain) which constitute Licensed Third-Party Technology. Participant shall provide the following information about each package: (i) the name; (ii) the version; (iii) the download URL; and (iv) the full license text as included in the package. If a Licensed Third-Party Technology embeds additional free or open source package(s), Participant shall list the additional free or open source package(s) separately.

3.7.4. License by ServiceNow. To the extent ServiceNow, acting as Subcontractor, delivers or incorporates any of its Pre-Existing Technology or Licensed Third-Party Technology with or into the Deliverables, it shall only be subject to any license(s) granted under the relevant Customer's then-current subscription agreement with ServiceNow.

3.7.5. Customer Use of the Subscription Service. Customers must separately procure permission from ServiceNow to use the Subscription Service, even if Subcontractor Services or Deliverables created under these Program Terms are intended for the customization or configuration of the Subscription Service. Nothing in these Program Terms authorizes Participant (either as Prime or Subcontractor) to grant to a Customer on behalf of ServiceNow permission to access or use the Subscription Service, and Participant agrees not to purport to grant such permission. To the extent Deliverables or Subcontractor Services involve the use of the Subscription Service purchased by a Customer (including configuration thereof), such use is subject to the applicable subscription service agreement between ServiceNow and the Customer. Nothing in these Program Terms shall be deemed to restrict or limit ServiceNow's right to perform similar Subcontractor Services for any other party or to assign any employees or subcontractors to perform similar Subcontractor Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing or using Subcontractor Services.

3.8. Screening and Performance.

3.8.1. Independent Contractors. Subcontractor acknowledges and agrees that it is acting as an independent contractor in performing the Subcontractor Services and providing the Deliverables hereunder. Prime shall carry no worker's compensation insurance or any health or accident insurance to cover Subcontractor or its employees. Prime shall not pay any contribution to social security, unemployment insurance, or federal or state withholding taxes nor provide any other contributions or benefits that might be expected in an employer-employee relationship. Subcontractor agrees to report and pay its own contributions for taxes, unemployment insurance, social security and other benefits.

3.8.2. Compliance with Policies. Subcontractor shall comply with Prime's travel policy and expense policy provided to Subcontractor while performing Subcontractor Services.

3.8.3. Compliance with Laws. Subcontractor shall provide the Subcontractor Services in accordance with all relevant legislation and regulations (whether existing at the Effective Date of these Program Terms or coming into force afterwards but prior to termination or expiration of these Program Terms) including all applicable equal employment opportunity and employment discrimination laws (including, in the United States, the National Labor Relations Act, the Americans With Disabilities Act, etc.), overtime laws, tax laws, immigration laws, workers' compensation laws, occupational safety and health laws, and unemployment insurance laws. Subcontractor shall obtain all licenses and consents necessary for its performance and shall maintain them during the term of the Agreement. Subcontractor shall comply with, and shall oblige its employees and permitted subcontractors in providing the Subcontractor Services to comply with each Customer's health, safety and security rules and procedures in the performance of its obligations.

3.8.4. Participant Requirements. Participant acknowledges that ServiceNow offers representations to Customers regarding the security of services that may involve contact with Customer data. Participant must comply with the Qualification Requirements at all times to act as Subcontractor. Upon ServiceNow's written request, Participant shall promptly provide evidence of Participant's compliance with the Qualification Requirements.

3.9. Representations and Warranties.

3.9.1. Subcontractor Services. Subcontractor warrants that the Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and the material requirements set forth in the Work Order. Prime shall notify Subcontractor in writing of any breach of the foregoing within thirty (30) days after performance of the non-conforming Services. Upon

receipt of such notice, Subcontractor, at its option, shall either use commercially reasonable efforts to re-perform the Services in conformance with these warranty requirements or shall terminate the affected Professional Services and refund to Prime any amounts paid for the nonconforming Services. The foregoing sets forth Prime's sole and exclusive rights and remedies (and Subcontractor's sole liability) in connection with this warranty.

3.9.2. **Rights and Authority.** Subcontractor represent and warrants to Prime that Subcontractor has all necessary rights and authority to grant to Prime the rights in the Subcontractor Services and Deliverables provided in these Program Terms. Prime represent and warrants to Subcontractor that Prime has all necessary rights and authority to grant to Subcontractor the rights in the Project Materials provided in these Program Terms.

3.9.3. **Disclaimer.** EXCEPT FOR THOSE WARRANTIES EXPRESSLY STATED IN THIS SECTION 3, THE SERVICES PROVIDED HEREUNDER AND ANY ACCOMPANYING DELIVERABLES ARE PROVIDED "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUBCONTRACTOR SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DELIVERABLES, WILL MEET THE REQUIREMENTS OF CLIENTS OR OTHERS, OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. SUBCONTRACTOR WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF SERVICES OR PRODUCTS PROVIDED TO CLIENTS BY A THIRD PARTY THAT SUBCONTRACTOR IDENTIFIED OR REFERRED TO CLIENT THAT SUBCONTRACTOR DID NOT INCORPORATE INTO THE DELIVERABLES.

3.10. Third-Party Claims.

3.10.1. **Subcontractor's Obligation.** Subject to and in accordance with Section 9 (Third-Party Claims) of the Agreement, Subcontractor shall: (a) defend Prime against any good faith Claim to the extent caused by: (i) sale, creation or use (including by a Customer) of a Deliverable (other than components thereof provided or required by Prime) infringing any patent, copyright, or trademark of a third party; (ii) negligence of Subcontractor that results in bodily injury or death or damage to real or tangible personal property; (iii) breach by Subcontractor of Section 12 (Proper Conduct) of the Agreement; or (iv) unpaid employee wages, compensation, awards, group insurance or other employment benefits by Subcontractor to its employees, agents and contractors, any challenge of Subcontractor's right to dismiss its personnel, and any allegation that any employee, agent and contractor of Subcontractor is entitled to participate in or receive benefits under any Prime employee benefit plan, program or policy, or is in any way an employee of Prime; and (b) pay any court-ordered award of damages, or settlement amount and reasonable attorney fees, to the extent caused by such Claim. Subcontractor's obligations under this Section 3.10.1 are subject to the conditions and limitations of Section 9 (Third-Party Claims) of the Agreement.

3.10.2. **Prime's Obligation.** Subject to and in accordance with Section 9 (Third-Party Claims) of the Agreement, Prime shall: (a) defend Subcontractor against any good faith Claim to the extent caused by: (i) sale, creation or use (including by a Customer) of Project Materials (or any components of a Deliverable that were provided or required by Prime) infringing any patent, copyright, or trademark of a third party; (ii) negligence of Prime that results in bodily injury or death or damage to real or tangible personal property; or (iii) breach by Prime of Section 12 (Proper Conduct) of the Agreement; and (b) pay any court-ordered award of damages, or settlement amount and reasonable attorney fees, to the extent caused by such Claim. Prime's obligations under this Section 3.10.2 are subject to the conditions and limitations of Section 9 (Third-Party Claims) of the Agreement.

3.10.3. **Mitigation.** Subject to and in accordance with Section 9 (Third-Party Claims) of the Agreement and notwithstanding any provision herein to the contrary, if any materials provided by ServiceNow (including Deliverables, Prime Materials (where ServiceNow is Prime), the ServiceNow Core Technology, or any combination thereof), becomes or, in ServiceNow's determination, is likely to become the subject of a Claim of infringement or misappropriation, then ServiceNow may immediately terminate the associated Work Order or these Program Terms upon notice to Participant without liability and revoke Participant's right to use any materials at issue in the Claim.

APPENDIX 3

PROGRAM TERMS FOR THE SERVICENOW AUTHORIZED TRAINING PARTNER PROGRAM

This Appendix 3 is attached to and made a part of the PartnerNow Master Agreement between Participant and ServiceNow.

As used in this Appendix 3, "**Program**" shall mean the Authorized Training Partner Program; "**Guide**" shall mean the then-current Authorized Training Partner Program Guide, as updated from time to time by ServiceNow and posted on the Partner Portal; and "**Program Terms**" shall mean the terms and conditions set forth in this Appendix 3.

These Program Terms shall apply if and when Participant is appointed to the Program as evidenced by an Appointment Confirmation from ServiceNow.

1. DEFINITIONS. Capitalized terms not defined in these Program Terms shall have the meanings

ascribed to them in the Agreement.

- 1.1. **“Authorized Training”** means training services provided or sold by Participant to ServiceNow Customers under these Program Terms to: (a) deliver knowledge, learning, or training that assists the Customer with the use, implementation, configuration, or customization of ServiceNow product or service purchased by the Customer utilizing the courseware provided by ServiceNow ascribed to that course.
- 1.2. **“Certified Instructor”** means an individual who has passed a ServiceNow certification exam and meets the minimum requirements for verification of instructor skills and other requirements described in the Guide and its attached and referenced documents.
- 1.3. **“Course”** means a training course provided by Participant instructing third parties on the use of ServiceNow products and services, as more fully described in the Guide.
- 1.4. **“Courseware”** means the program documents, training instructions, e-books, courseware, presentations and other materials made available by ServiceNow to Participant as described in the Guide, in any format including printed or electronic format.
- 1.5. **“Guide”** means the Authorized Training Partner Program Guide, together with its attached and referenced documents, as updated from time to time and posted on the Partner Portal or delivered to Participant.

2. APPOINTMENT TO THE AUTHORIZED TRAINING PARTNER PROGRAM

- 2.1. **Appointment.** Upon Participant’s receipt of an Appointment Confirmation from ServiceNow accepting Participant into the Program and payment of all applicable fees, Participant is appointed to the Program and these Program Terms are effective between the parties until these Program Terms or the Agreement expire or are terminated. The rights and responsibilities of Participant with regard to the Program are more fully described in the Guide, which is incorporated into these Program Terms by reference.
- 2.2. **Competition.** ServiceNow Training and Certification Organization publishes and maintains a public schedule of classes across the ServiceNow curriculum portfolio available worldwide. Participant agrees to subcontract to ServiceNow for training delivery on the public training schedule offered by ServiceNow and not to publish a separate public schedule of classes offered by Participant in competition with ServiceNow. ServiceNow Training and Certification Organization also offers private and custom training. Participant may be requested to deliver private and custom training on a subcontract basis. To the maximum extent permitted by law, Participant agrees not to distribute, sell, resell, promote, advertise, or market the ServiceNow Authorized Training Services in competition with ServiceNow without the express prior written consent of ServiceNow.
- 2.3. **Territory.** Participant may provide Courses only in the Territory. To the maximum extent permitted by law, Participant agrees not to distribute, sell, resell, promote, advertise or market Courses outside the Territory without the express prior written consent of ServiceNow.
- 2.4. **Term and Termination.** These Program Terms are effective for a term commencing as of the Appointment Effective Date and expiring or terminating in accordance with Section 3 (Term and Termination) of the Agreement. The following provisions of these Program Terms shall survive the expiration or termination of the Program Terms for any reason: Section 3.2 (Ownership).
- 2.5. **Certified Instructors.** A Certified Instructor may, in person or by electronic media, deliver Courses only for ServiceNow products, services and versions for which they have passed a ServiceNow certification exam evidenced by an electronic score report issued by the exam provider or the printed report received from the ServiceNow-designated exam provider at the time the exam was passed. Additional requirements may apply to deliver Courses regarding particular products, services and versions, as described in the Guide and its attached and referenced documents. Participant shall: (a) employ at least one (1) Certified Instructor at all times; and (b) promptly notify ServiceNow in the event of any change in available staffing of Certified Instructors.
- 2.6. **Reporting.** As described in the Guide and its attached and referenced documents, Participant shall deliver to ServiceNow a report in substantially the form and format specified in the Guide that includes total attendance for Courses delivered, the student evaluations collected by Participant since delivery of the previous report, and other pertinent information as requested.
- 2.7. **Materials and Setup.** A Certified Instructor that is certified for a particular product or service version must deliver each Course using the Courseware provided by ServiceNow ascribed to that Course. Courses must comply with the training setup instructions referenced in the Guide. Courses shall be provided in Participant’s facilities except as approved by ServiceNow in writing.
- 2.8. **Quality Review.** Participant shall require all students of each Course to complete evaluations using a form provided by ServiceNow, and shall ensure that an evaluation is received from at least eighty-five percent (85%) of the students of each Course. Participant shall deliver such reports to ServiceNow upon ServiceNow’s written request, and in the reports provided to ServiceNow described in Section 2.5 (Reporting) above. The specific contents of evaluations shall be treated as the Confidential Information of Participant; however, the parties agree that ServiceNow may collect, use and disclose quantitative data derived from the student evaluations for benchmarking, analytics, marketing and other business purposes. All data so collected, used and disclosed shall be in aggregate form only and shall not identify individual students except as approved by the student and Participant, and the parties shall work together to create mutually acceptable marketing materials, to the extent any are created, that use data collected from student evaluations. Participant shall permit ServiceNow to attend any Course free of charge for any purpose, including reviewing the quality of the Course, instruction facilities, instructor preparation and the quality of instruction.

3. INTELLECTUAL PROPERTY

- 3.1. **License to Courseware.** ServiceNow grants to Participant a limited, personal, royalty-free, revocable, non-sublicensable, non-transferable, non-exclusive, worldwide license, under ServiceNow’s

applicable copyrights in the Courseware, to: (a) incorporate the Courseware (without modification) into other works, subject to approval of ServiceNow; and (b) use, distribute, reproduce, publicly display and publicly perform the Courseware (without modification) in the form, format and number provided by ServiceNow (or ServiceNow's authorized vendor, as identified in the Guide) solely to permit Participant to teach Courses and to distribute Courseware to students of a Course conducted by Participant.

3.2. **Ownership.** The parties agree that ServiceNow owns and shall retain ownership of all Intellectual Property Rights to Courseware.

APPENDIX 4

PROGRAM TERMS FOR THE SERVICENOW BUILD PARTNER PROGRAM

This Appendix 4 is attached to and made a part of the PartnerNow Master Agreement between Participant and ServiceNow.

As used in this Appendix 4, **"Program"** shall mean the Build Partner Program; **"Guide"** shall mean the then-current Build Partner Program Guide, as updated from time to time by ServiceNow and posted on the Partner Portal; and **"Program Terms"** shall mean the terms and conditions set forth in this Appendix 4. These Program Terms shall apply if and when Participant is appointed to the Program as evidenced by an Appointment Confirmation from ServiceNow.

1. DEFINITIONS

1.1. **"Certified App"** means a Partner Application (as defined in the Agreement), including any update thereto, in the form certified by ServiceNow in accordance with Section 3 (Certification and Placement on Store) below.

1.2. **"Qualifying Partner App"** means any Partner Application (other than a Certified App) used in connection with the Subscription Service that: (a) is substantially derived from a Certified App; (b) is marketed under a product name or designation that is the same as or similar to that used for a Certified App or is marketed as a substitute or replacement for a Certified App; or (c) it performs substantially the same function as a Certified App and includes material elements of the Certified App.

1.3. **"Revenue Share Amount"** means the amount that Participant owes ServiceNow on any Partner Application transaction as outlined in these Program Terms and the Revenue Share Schedule.

1.4. **"Revenue Share Schedule"** means the most current Revenue Share Schedule posted on the Partner Portal, as updated from time to time by ServiceNow.

1.5. **"Store"** means the ServiceNow Store and its related and successor websites that permit Participant to post Certified Apps for distribution to Customers and others. Store does not include the ServiceNow Share website, an online resource for the free sharing of software to be hosted on the ServiceNow platform among all ServiceNow customers and partners.

1.6. **"Store Fees"** means fees charged by a Transaction Vendor in connection with a sale of a Certified App through the Store, the latest of which are described in the Revenue Share Schedule.

1.7. **"Transaction Vendor"** means a transaction services vendor chosen by ServiceNow and designated to Participant in the Guide.

1.8. **"Website Terms of Use"** means the standard terms of use posted on ServiceNow websites such as Store, including any referenced user code of conduct and privacy policy.

2. APPOINTMENT TO THE BUILD PARTNER PROGRAM

2.1. **Appointment.** Upon Participant's receipt of an Appointment Confirmation from ServiceNow accepting Participant into the Program and payment of all applicable fees, Participant is appointed to the Program and these Program Terms are effective between the parties until these Program Terms or the Agreement expire or are terminated. The rights and responsibilities of Participant with regard to the Program are more fully described in the Guide, which is incorporated into these Program Terms by reference.

2.2. **Program Description and Scope.** The Program includes services and licenses that permit Participant to develop Partner Applications for use with the Subscription Service, submit those Partner Applications to ServiceNow for certification, and distribute Certified Apps through the Store, all subject to and in accordance with the terms of the Agreement, these Program Terms and the applicable Guide. Distribution under these Program Terms is limited to Certified Apps. Distribution opportunities for uncertified Partner Applications may be available under other ServiceNow Partner Programs, including the Consulting and Implementation Partner Program. Participant's use of the Store is also governed by the Website Terms of Use. Participant is solely responsible for its Partner Applications. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, SERVICENOW SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT TO ANY CONTENT, DEVELOPMENT, TESTING, OPERATION, PERFORMANCE, SECURITY, SUPPORT, OR MAINTENANCE OF ANY PARTNER APPLICATION(S), INCLUDING ANY CERTIFIED APP(S).

2.3. **Limitation to Application Development and Services.** These Program Terms do not authorize Participant to provide services to Customers for the implementation, customization or configuration of the Subscription Service. Such authorization may be available to Participant under the Consulting and Implementation Partner Program described in the applicable Program Terms.

2.4. **Term and Termination.** These Program Terms are effective for a term commencing as of the Appointment Effective Date and expiring or terminating in accordance with Section 3 (Term and Termination) of the Agreement. Upon expiration or termination of these Program Terms for any reason, all licenses granted to Participant hereunder shall immediately terminate, provided, however, that if these

Program Terms expire, or are terminated by ServiceNow without cause, then the license grants of Section 4.1 (Distribution) below shall survive for up to three (3) years thereafter solely as necessary for Participant to maintain, support and render Certified Apps used by a Customer for the remainder of that Customer's then-current Certified App subscription term for which Participant authorized the Customer to use the Certified App pursuant to Section 4 (License Rights and Restrictions) below prior to the effective date of such termination or expiration. No liability of either party arising before expiration or termination of these Program Terms, including liability for payments due, shall be affected by its expiration or termination. Sections 1 (Definitions), this 2.4 (Term and Termination), 4.3 (Exclusive Sale on Store), 4.4 (License to ServiceNow) (solely for the purpose of supporting Customers that already had a Partner Application prior to the termination effective date of these Program Terms and solely for the duration of such app's then-current subscription term), 4.5 (End Customer License), 5 (Support and Maintenance), 10.2 (Compatibility and Compliance), and 10.3 (Security Review) (so long as Participant exercises post-termination license rights under this Section 2.4) shall survive expiration or termination of these Program Terms for any reason.

3. CERTIFICATION AND PLACEMENT ON STORE

3.1. Preparation. In accordance with the Agreement and Section 4 (License Rights and Restrictions) below, Participant may use the Partner Instance(s), Configurable Elements, and APIs to develop Partner Applications, which Participant may submit to ServiceNow for certification in accordance with this Section 3. Participant agrees that it will not submit a Partner Application for certification or re-certification unless and until Participant: (a) has successfully tested the Partner Application to ensure it is properly functioning and compliant with the Agreement and these Program Terms; (b) modified the Partner Application to correct any failures previously identified and communicated by ServiceNow to Participant; and (c) has certified that the Partner Application does not include any Restricted Open Source Software. Any material change to a Certified App or additional functionality proposed to be added to a Certified App (e.g., upgrades or new versions), must be separately approved and be treated as a new Partner Application that has to be separately certified. **"Restricted Open Source Software"** means Open Source Software that requires as a condition of use, modification, creation of derivative works, hosting, or distribution of the Open Source Software that any other software used or developed with, linked to, incorporating, incorporated into, derived from, or distributed with such Open Source Software: (1) be disclosed or distributed in source code form; (2) be licensed for the purpose of making derivative works; (3) be redistributed, hosted or otherwise made available at no or minimal charge; or (4) be licensed, sold or otherwise made available on terms that: (A) limit in any manner the ability to charge license fees or otherwise seek compensation in connection with marketing, licensing, distribution, or use of such software or other software; or (B) grant the right to decompile, disassemble, reverse engineer or otherwise derive the source code or underlying structure of such software or other software.

3.2. Request. Participant may request that a Partner Application receive certification from ServiceNow. ServiceNow's non-exhaustive criteria for successful certification (including compatibility, the Pricing Model as described in Section 3.3 below, and other requirements) shall be as specified in the Guide at the time a request for certification is made. Once submitted, ServiceNow shall notify Participant whether the Partner Application is certified as a Certified App and if not, the reasons for the rejection. No Partner Application will be deemed a Certified App until such time as ServiceNow notifies the Participant in writing that the Partner Application is approved as a Certified App. Upon receipt of a notice that a particular Partner Application has been certified as a Certified App, Participant may use the certification mark designated by ServiceNow to indicate certification of that particular Certified App, subject to the trademark license terms set forth in the Agreement.

3.3. Pricing Model. Participant's certification request must confirm whether its Partner Application will be distributed to Customers as a free Certified App or a paid Certified App (the **"Pricing Model"**). Once approved for certification, the Pricing Model applicable to the resulting Certified App may not be modified by Participant for any customer, subscription, transaction, or any other purpose, except with the express prior written approval of ServiceNow. Notwithstanding the foregoing, Participant may independently determine the pricing for paid Certified Apps on a per Customer and per transaction basis, including by offering discounts from a paid Certified App's list price. Participant agrees not to add functionality (including any connection to an outside service) or create any customization to the Certified App that distorts, evades, or otherwise circumvents its Pricing Model or Revenue Share amounts due to ServiceNow.

3.4. Branding. Only Partner Applications that were certified as described herein, in the form in which they are offered to customers on Store, may be advertised or sold as Certified Apps. Participant shall not advertise or represent that any application, Update Set, functionality, customization, or professional service (including as a participant in the Services Partner Program) for use with the Subscription Service but not sold on Store is "certified," nor that it is identical to, similar to, or contains equivalent functionality to, a Certified App of Participant.

3.5. Updates. A Certified App that is modified shall no longer be deemed a Certified App until such time as it is re-certified pursuant to Section 3.2 above. If Participant wishes to deploy an update to a Certified App, including any error correction or other maintenance release, the updated application must be submitted for certification in accordance with Section 3.2 above before it may be distributed as a Certified App under Section 4.1 (Distribution) below. Additional procedures and permissions for distributing updates to Certified Apps and performing customizations for particular Customers may be specified in the Guide.

3.6. Revocation. ServiceNow may revoke certification of a Certified App upon ten (10) days' notice to Participant if it determines, in its reasonable discretion, that the Certified App does not meet the then-current requirements for certification or if Participant breaches or has breached any of its representations, warranties or other obligations under these Program Terms. Immediately upon such revocation, Participant

may no longer distribute the former Certified App under the provisions of these Program Terms and must stop using certification marks of ServiceNow in connection with such Partner Application or otherwise referring to such Partner Application as “certified” by ServiceNow. The revocation of certification shall not affect any then-current Customer subscriptions to the Certified App (or renewals thereof).

3.7. **Placement on Store.** Participant may submit a request through the Partner Portal to place a Certified App on the Store for distribution in accordance with the license of Section 4.1 (Distribution). Notwithstanding any other provision of this Appendix 4, ServiceNow may refuse to permit a Certified App on the Store for any reason or no reason. The Partner Portal may include functionality that permits Participant to include, with the listing of its Certified App on the Store, branding, product description and other collateral. This functionality is subject to change without notice.

3.8. **Removal from Store.** Participant may withdraw a Certified App from the Store at any time; however, Customer(s) that already have access to such Certified App may continue to use the Certified App for the remainder of the Customer’s then-current subscription term for the Certified App, up to any limitation provided in these Program Terms and provided that the Customer has all the subscription rights needed to operate the Certified App from ServiceNow.

4. LICENSE RIGHTS AND RESTRICTIONS

4.1. **Distribution.** Subject to the terms and conditions of the Agreement and the Program Terms of this Appendix 4, ServiceNow grants to Participant a limited, worldwide (subject to the export compliance requirements set forth in the Agreement), royalty-free, personal, revocable, non-sublicensable, non-transferable, non-exclusive right and license to: (a) market, promote and distribute access to the Certified App to Customers solely through the Store and solely for use in connection with each Customer’s authorized use of the Subscription Service; (b) solely as necessary to exercise the distribution rights set forth in the preceding clause (c) use its Partner Instance(s) to generate Update Sets for backup and archive purposes; (d) use its Partner Instance(s), Ancillary Software and APIs to provide support and maintenance to Customers as required under Section 5 (Support and Maintenance) below solely with respect to Certified Apps made generally available to Customers; and (e) reproduce and distribute Participant Technology that includes the invocation of APIs licensed under Section 4.4 of the Agreement (APIs).

4.2. **Permitted Production Uses.** A Certified App, distributed to a Customer in accordance with Section 4.1 (Distribution) above, may be used by the purchasing Customer in a production environment with confidential, production data, notwithstanding the prohibitions of Section 4.7 (Certain Limitations) of the Agreement.

4.3. **Exclusive Sale on Store.** Participant agrees that the sole distribution rights available for Certified Apps are as provided in Section 4.1. Except as expressly provided in Section 4.1 (Distribution), there are no licenses or other rights granted under this Appendix 4 to Participant to: (a) distribute copies of, or provide access to, or use any ServiceNow Technology, including Subscription Service, any Certified App or any other Partner Application, Development Tool or API; (b) use ServiceNow Technology to provide services to others including services of implementation, customization or configuration of the Subscription Service; or (c) use or permit others to use ServiceNow Technology in a production environment or with confidential or production data. Without limiting the foregoing, Participant shall not distribute to Customers a copy of, or access to, a Certified App in any manner other than through the Store (including without limitation Share or by creating an Update Set of the Certified App and deploying it to a Customer’s instance). In addition, Participant may not sell rights, nor grant access (including in any automated fashion) to the Certified App by any means except using the Store transaction process and using the Pricing Model reviewed by ServiceNow for certification of the Certified App. In the event that Participant violates the foregoing sentence, Participant shall owe the Revenue Share Amount for such additional rights or access in addition to any other remedies that may be available to ServiceNow under this Agreement.

4.4. **License to ServiceNow.** To the extent that a Certified App or any other Partner Application provided by Participant to Customers is subject to any Intellectual Property Rights of Participant or third parties, Participant grants to ServiceNow a transferable, sub-licensable, non-exclusive, irrevocable, fully-paid, royalty-free worldwide license under such Intellectual Property Rights to reproduce, distribute, create derivative works of, publicly perform, publicly display and otherwise modify, transmit, make, have made, sell, offer for sale, import, export, lease, rent or use in any manner: (a) the Partner Application (including its documentation and implementation tools) or other material solely for the purpose of making such Partner Application available for distribution by Participant through the Store (if Participant has so requested), hosting the Partner Application for use by Customers authorized by Participant to use the Partner Application, and providing support to such authorized users; and (b) the documentation and marketing materials pertaining to such Partner Application solely for the purpose of marketing and promoting the Partner Application. ServiceNow may reference Participant as a member of the Program and may feature any Certified App on its website and related promotional materials.

4.5. **End Customer License.** ServiceNow shall make Certified Apps available to Customers through the Store under the default terms set forth in the Guide unless Participant submits alternative terms using functionality provided in the Store. ServiceNow assumes no responsibility for reviewing any posted terms, and reserves the right to remove terms that do not comply with the Agreement. Participant shall ensure and hereby warrants that the terms and conditions (other than the ServiceNow default terms) under which it offers any Partner Applications under any circumstances will not: (a) include any representations or warranties regarding ServiceNow or its products or services, including the Subscription Service; (b) purport to bind or impose warranty or other obligations on ServiceNow in any way; (c) purport to grant rights to Customers to use the Subscription Service, including in a manner that exceeds the use authorized by ServiceNow, for example, by purporting to expand the rights of certain classes of users (e.g., “Fulfiller” or “Requester”) as specified by ServiceNow; or (d) otherwise conflict with these Program Terms, the Agreement, the Guide or the ServiceNow Website Terms of Use.

5. SUPPORT AND MAINTENANCE

5.1. Minimum Requirements. Participant shall provide reasonable support and maintenance for any Certified App to Customers at no additional charge, which at a minimum shall include: (a) providing telephone, web-based and/or email support to Customers who have purchased access to Certified Apps, which support shall be available at least during normal weekday business hours for the time zones in which Participant is domiciled; (b) providing maintenance releases to Customers, subject to and in accordance with the other provisions of this Section 5, to correct reproducible material errors in the Certified App, including any error that causes the Certified App to no longer meet then-current requirements for certification; (c) providing to Customers one (1) support contact to an email alias (e.g., support@partner.com); (d) maintaining on the Partner Portal one (1) current email address to which ServiceNow may direct second-tier support inquiries regarding Certified Apps; and (e) any other support services or requirements (including response times and effort levels) specified in the Guide. Participant may not charge Customers additional fees for maintenance or support services; all such charges must be built into the basic subscription price charged to the Customer on an annual basis (or such other time period as specified in the Guide). Support services do not include (and nothing in these Program Terms authorizes Participant to provide) implementation, customization or configuration services.

6. FINANCIAL MATTERS

6.1. Certified App Subscription Terms. Certified Apps offered through the Store shall be available solely on either: (a) a free or paid subscription basis for renewable terms whose duration shall be at least one (1) year (or such other time period specified in the Guide) regardless of the time remaining for the applicable Customer's subscription to the Subscription Service; or (b) a no-cost evaluation basis, pursuant to which the Customer may use the Certified App for a limited trial period of thirty (30) days (or such other period as specified in the Guide) without charge or obligation to purchase. Notwithstanding anything to the contrary in this Section 6.1, subsection (a) above, additional licenses to the same Certified App which a Customer has already licensed may be made coterminous with the original license to that same Certified App.

6.2. Independent Pricing. Participant shall set its own pricing for each Certified App offered through the Store in accordance with the Pricing Model chosen by Participant.

6.3. Revenue Share. Participant shall owe ServiceNow the Revenue Share Amount for all transactions that license a Certified App or Qualifying Partner App for a fee, regardless of whether its distribution occurred through the Store, whether such transaction was permitted hereunder, or whether Participant or ServiceNow actually collects payment from the Customer. No Revenue Share shall be owed in connection with the distribution of Certified Apps distributed under the free Pricing Model. If Participant distributes to a Customer a Certified App or Qualifying Partner App that includes Participant's proprietary modification of an existing ServiceNow application, such Customer must have separately purchased from ServiceNow access to the Subscription Service and the preexisting ServiceNow application on which the Certified App or Qualifying Partner App is based. For the avoidance of doubt, in the event that Participant distributes a Certified App or Qualifying Partner App for which it elected to use the paid subscription model (as described in Section 6.1 (Certified App Subscription Terms) above) to a Customer at no charge, ServiceNow is entitled to its Revenue Share Amount on the sale of such Certified App based on its normal list price in accordance with the Revenue Share Schedule as if the transaction had been for a fee. Upon ServiceNow's request, Participant shall provide to ServiceNow documentation evidencing the appropriate billings to use to calculate the Revenue Share Amount.

6.3.1. ServiceNow Collects Payment. For all transactions of the Certified App for which ServiceNow or the Transaction Vendor collects payment from the Customer, regardless of payment method, ServiceNow (or the Transaction Vendor as the case may be) shall: (a) pay such fees to Participant within thirty (30) days after collection, less in all cases deductions of Revenue Share Amount or other amounts owed by Participant under this Agreement, such as Store Fees (if any), all exclusive of any Taxes; and (b) collect from Customers and remit to the applicable authorities any sales or similar Taxes resulting from sales of Certified Apps. If a Customer pays by credit card, the amount paid to the Participant will be reduced by the Store Fees described in the Revenue Share Schedule. ServiceNow's (or the Transaction Vendor as the case may be) payments to Participant are determined based on the amount that ServiceNow or Transaction Vendor actually collects from Participant's customers.

6.3.2. Participant Collects Payment. Where Participant collects payment for the Certified App or Qualifying Partner App from the Customer, Participant shall provide a report and pay to ServiceNow the Revenue Share Amount without deductions of any kind within thirty (30) days after any transaction in which Participant licenses or otherwise provides use of or access to a Certified App or Qualified Partner App, such report to include documentation evidencing the total amount charged and the volume, according to the applicable license metric for such licensing or other use or access.

7. REMOVAL FROM CUSTOMER INSTANCE. In the event that Participant needs to remove its Certified App or Qualifying Partner App from a Customer's instance of the Subscription Service, Participant must provide both ServiceNow and Customer thirty (30) days' prior written notice of such removal. If upon expiration of such period the Customer has not removed the Certified App or Qualifying Partner App from its instance of the Subscription Service, then no later than within sixty (60) days of the prior written notice of such removal, ServiceNow will remove the Certified App or Qualifying Partner App from the Customer's instance provided that Customer has acknowledged to ServiceNow receipt of the notice and the Customer does not dispute the removal of the Certified App or Qualifying Partner App. If removal of a Certified App or Qualifying App is disputed, it is Participant's responsibility to resolve the matter with the Customer, not ServiceNow's, and ServiceNow shall have no obligation to remove the Certified App or Qualifying Partner App until the conditions described in this Section 7 are satisfied.

8. TRANSACTION VENDOR. Transactions managed in the Store may utilize the services of a

Transaction Vendor. In that case, Participant may be required to establish an account with the Transaction Vendor as a condition to listing a Certified App on the Store, pursuant to a separate agreement with the Transaction Vendor. The Transaction Vendor may charge Participant Store Fees for its services, which the Transaction Vendor may deduct from the sales proceeds to be remitted to Participant. The latest known Store Fees are listed in the Revenue Share Schedule. The Transaction Vendor may share Store Fees with ServiceNow, and such shared fees are not refundable by ServiceNow under any circumstances. If Participant establishes an account with the Transaction Vendor, Participant acknowledges and agrees that the Transaction Vendor (not ServiceNow) is solely responsible for all aspects of Certified App sales transactions through the Store, including payment and refund processing, taxes and the transfer of funds to Participant.

9. TAXES. In addition to the tax provisions in the Agreement, and to the extent required by law: (a) ServiceNow (or ServiceNow's regional Affiliate) shall issue a valid tax invoice in its own name to Customers and collect any applicable sales or value added taxes resulting from the sales of Certified Apps or Qualifying Partner Apps and remit those taxes to the tax authorities; and (b) Participant shall be treated as making corresponding supplies to ServiceNow (or ServiceNow's regional Affiliate) for VAT purposes only. ServiceNow (or ServiceNow's regional Affiliate) shall account for the applicable amount of VAT in respect of such deemed supplies. The parties agree that ServiceNow (or ServiceNow's regional Affiliate) is entitled to prepare self-billed VAT invoices on behalf of Participant in respect to its deemed supplies to ServiceNow (or ServiceNow's regional Affiliate), and Participant will not raise any tax invoices without the prior consent of ServiceNow.

10. CUSTOMER PROTECTION

10.1. Ratings and Reviews. ServiceNow may provide opportunities for end users to comment on or rate Certified Apps offered through the Store or other ServiceNow facilities. Participant shall provide any such comments and ratings in good faith in accordance with the ServiceNow Website Terms of Use and shall not take any actions to manipulate or undermine the system used to solicit such comments or ratings, including leaving negative comments with respect to another provider's application or product for any untruthful or malicious reason. If Participant comments on or rates its own Certified App, then Participant shall expressly identify itself as the provider of that Certified App. If Participant comments on or rates an application competitive with a Certified App, Participant shall expressly identify itself as the provider of a competitive application. ServiceNow reserves the right, in its sole discretion, to remove any comments or ratings deemed inconsistent with the activities permitted in this Agreement or otherwise in violation of the ServiceNow Website Terms of Use.

10.2. Compatibility and Compliance. ServiceNow may disable any Certified App or any other Partner Application (however developed) from a Customer's Subscription Service if: (a) Participant breaches any representation, warranty or other obligation in the Agreement or these Program Terms; or (b) ServiceNow otherwise reasonably determines that the Partner Application is not compatible with the Subscription Service, does not function in accordance with its documentation, causes the Subscription Service to malfunction, causes or permits any party to violate a law or regulation, poses a security risk to ServiceNow or others, requires ServiceNow to expend resources to resolve issues caused by the Partner Application, or causes or permits a Customer to violate agreements with ServiceNow (including by using the Subscription Service beyond the manner and scope authorized by ServiceNow).

10.3. Security Review. ServiceNow may conduct a security review (directly or using a third-party provider) of any Partner Application submitted for certification or distribution through the Store. If the Partner Application, when deployed, communicates with computing resources designated by Participant that are not under the control of ServiceNow, then the security review may include remote application-level security and network-level testing of those resources, including a vulnerability threat assessment. ServiceNow shall provide reasonable notice to Participant before conducting such testing and shall cooperate with Participant to minimize the effects of such testing on Participant's business and operations; provided, however, that neither ServiceNow nor its third-party provider shall have any liability for any adverse effects of such testing. The results of any such testing shall be treated as the Confidential Information of Participant except as necessary to describe the security risks found to a Customer using the reviewed Partner Application.

APPENDIX 5

PROGRAM TERMS FOR THE SERVICENOW SERVICE PROVIDER PARTNER PROGRAM

This Appendix 5 is attached to and made a part of the PartnerNow Master Agreement between Participant and ServiceNow.

As used in this Appendix 5, "**Program**" shall mean the Service Provider Partner Program; "**Guide**" shall mean the then-current Service Provider Partner Program Guide, as updated from time to time by ServiceNow and posted on the Partner Portal, and "**Program Terms**" shall mean the terms and conditions set forth in this Appendix 5.

These Program Terms shall apply if and when Participant is appointed to the Program as evidenced by an Appointment Confirmation from ServiceNow.

1. DEFINITIONS. Capitalized terms used herein shall be defined in the Agreement, in this Section or where first used in these Program Terms.

1.1 “Client” means a third-party individual, corporation or other entity provided access and use rights to Participant’s instance of the Subscription Service by Participant.

1.2 “Deliverable” means anything that is created by or on behalf of ServiceNow for Participant in the performance of ServiceNow Professional Services.

1.3 “Distributor” means a distributor appointed by ServiceNow and permitted to distribute the Subscription Service to Participants providing access and use rights to certain types of Clients, including the U.S. Federal Government or other national, state or local government(s), within a particular Territory.

1.4 “MSP” means managed service provider that is a member of the Program.

1.5 “MSP Instance” means an instance of the Subscription Service that Participant may provide a Client access and use rights to as provided in an Order Form.

1.6 “Newly Created IP” means Intellectual Property Rights in the inventions or works of authorship that are made by ServiceNow specifically for Participant in the course of performing ServiceNow Professional Services for Participant that are expressly identified as “Newly Created IP” in a SOW, excluding ServiceNow Core Technology.

1.7 “Participant Data” means electronic data uploaded by or for Participant or Participant’s Client(s) (including Participant’s and Client’s agents, employees, or contractors), and processed in the Subscription Service, excluding ServiceNow Core Technology.

1.8 “Product Overview” means ServiceNow’s published description of its products and their functionalities, solely to the extent attached to or expressly referenced in an Order Form.

1.9 “Service Description” means the written description for a packaged ServiceNow Professional Service, attached to or referenced in an Order Form.

1.10 “ServiceNow Products” means, collectively, the Subscription Service, Ancillary Software, Documentation and Deliverables.

1.11 “SOW” means a statement of work that describes scoped ServiceNow Professional Services.

1.12 “Subscription Service Guide” means ServiceNow’s support, security, and data privacy terms that govern ServiceNow’s provision of the Subscription Service, together with their attached, referenced and successor documents, as updated from time to time by ServiceNow and posted on the Partner Portal, all of which are expressly deemed incorporated into these Program Terms by this reference.

1.13 “Subscription Term” means the period of authorized access to and use of the Subscription Service, as set forth in an Order Form.

2. APPOINTMENT TO THE SERVICE PROVIDER PARTNER PROGRAM

2.1 Appointment. Upon Participant’s receipt of an Appointment Confirmation from ServiceNow accepting Participant into the Program and payment of all applicable fees, Participant is appointed to the Program and these Program Terms are effective between the parties until these Program Terms expire or are terminated. The rights and responsibilities of Participant with regard to the Program are more fully described in the Guide, which is incorporated into these Program Terms by reference.

2.2 Territory. Participant may provide access and use rights to MSP Instances of the Subscription Service only for Clients in the Territory. To the maximum extent permitted by law, Participant agrees not to sell, promote, advertise, or market MSP Instances of the Subscription Service outside the Territory without the express prior written consent of ServiceNow.

2.3 Term and Termination. These Program Terms are effective for a term commencing as of the Appointment Effective Date and expiring or terminating in accordance with Section 3 (Term and Termination) of the Agreement. The following provisions of these Program Terms shall survive expiration or termination of the Program Terms for any reason: Sections 3.2 (Restrictions), 5 (Limited Subscription Service Warranty) (solely in accordance with its terms) through 12 (General Provisions). Termination of these Program Terms shall have no effect on any SOW or Order Form then in effect, provided that solely with respect to each such SOW or Order Form, the terms and conditions of the Agreement and these Program Terms shall survive until such SOW is completed or such Order Form is terminated or the then-current Subscription Term expires.

2.4 Program Description and Scope. The Program permits Participant to provide Clients access and use rights to an MSP Instance of the Subscription Service. These Program Terms do not permit Participant to purchase the Subscription Service for its internal use or for any other purpose.

3. ACCESS AND USE RIGHTS; RESTRICTIONS

3.1 ACCESS AND USE RIGHTS. For each Subscription Term, ServiceNow grants the access and use rights set forth in this Section 3 for the ServiceNow Products described in that Order Form.

3.1.1. CLIENT ACCESS AND USE THROUGH MANAGED SERVICE PROVIDER. Subject to the terms of the Agreement and these Program Terms, ServiceNow authorizes Participant acting in an MSP capacity for a Client to provide access and use rights to an MSP Instance of the Subscription Service, and not any other instance of the Subscription Service, to any Client that has a legally binding agreement in effect with Participant that: **(a)** permits the Client to use the Subscription Service solely for its internal business purposes (and not for further distribution to any third party) and solely as described in the Agreement and these Program Terms and is consistent in all respects with, and shall not exceed, the rights provided in the Agreement, these Program Terms, and the respective Order Form; **(b)** obligates the Client to comply with the restrictions in Sections 3.2 (Restrictions) and 12.4 (High Risk Activity) of these Program Terms and is at least as protective of ServiceNow as the other provisions in the Agreement and these Program Terms that restrict or condition access to and use of the Subscription Service; **(c)** requires the Client to acknowledge that all Intellectual Property Rights in the Subscription Service and ServiceNow Core Technology are owned exclusively by ServiceNow; and **(d)** expressly identifies ServiceNow as a third-party beneficiary to such agreement.

3.1.2. ANCILLARY SOFTWARE. ServiceNow grants Participant a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 14.4 (Assignment) of the Agreement), non-exclusive, royalty-free license during the Subscription Term to install and execute Ancillary Software on machines operated by or for Participant, solely to facilitate Participant's authorized access to and use of the Subscription Service as a MSP for the benefit of Participant's Client.

3.1.3. MANAGED SERVICE PROVIDER RESPONSIBILITIES. When Participant provides such access and use rights to any Client, (a) Participant will be wholly responsible for the acts and omissions of the Client, (b) no Client shall have the right to take any legal action against ServiceNow under the Agreement, these Program Terms, or any Order Form hereunder, and (c) Participant shall retain sole operational and managerial control over the instance of the Subscription Service without resale, distribution, sublicense or transfer to the Client or other third-party and shall be liable for any claims or damages related to its operation of the MSP Instance.

3.1.4. MANAGED SERVICE PROVIDER INSTANCE. The following terms shall apply to any MSP Instance: (a) Participant shall promptly notify ServiceNow if Participant becomes aware of any violation of the terms of the Agreement or these Program Terms by a Client or any agreement between Participant and Client permitting such access and use rights to Client; (b) ServiceNow shall treat each Client's data and confidential information as if Client were Participant for the purposes of the terms Participant Data defined herein and Confidential Information defined in the Agreement; (c) as a condition of the rights granted in Section 3.1.1 (Client Access and Use Through Managed Service Provider), Participant hereby represents and warrants that it has obtained all rights, consents, and authority necessary to: (i) provide the Subscription Service to its Clients; (ii) grant the rights provided to ServiceNow in Section 3.3 (Participant Ownership); and (iii) collect, process, store, transmit and otherwise use the electronic data uploaded or processed by or for the Client through the Subscription Service; and (d) except as otherwise set forth in an applicable Order Form, Participant shall not use any instance of the Subscription Service obtained under these Program Terms for its own internal business purposes, but shall use such instances solely to provide Client access to and use of the Subscription Service.

3.2 RESTRICTIONS. With respect to the ServiceNow Core Technology, Participant will not (and will not permit others to): (a) use it in excess of contractual usage limits (including as set forth in an Order Form), or in a manner that circumvents usage limits or technological access control measures; (b) license, sublicense, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties, except as may otherwise be expressly stated in an Order Form or in Section 3.1.1 (Client Access Through Managed Service Provider) above; (c) access it for the purpose of developing or operating products or services for third-parties in competition with the ServiceNow Core Technology; (d) disassemble, reverse engineer, or decompile it; (e) copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in these Program Terms; (f) remove or modify a copyright or other proprietary rights notice in it; (g) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other Intellectual Property Right (including the rights of publicity) without first obtaining permission of the owner; (h) use it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation; or (i) access or disable any ServiceNow or third-party data, software, or network (other than Participant's instance of the Subscription Service under these Program Terms). Before Participant engages in any of the foregoing acts that it believes it may be entitled to, it will provide ServiceNow with 30-days' prior notice to legalnotices@servicenow.com, and reasonably requested information to allow ServiceNow to assess Participant's claim. ServiceNow may, in its discretion, provide alternatives that reduce adverse impacts on ServiceNow's Intellectual Property Rights or other rights.

3.3 PARTICIPANT OWNERSHIP. As between the parties, Participant and its licensors will retain all right, title, and interest in and to all Intellectual Property Rights in Participant Data and Participant Technology. Participant hereby grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferrable (except as set forth in Section 14.4 (Assignment) of the Agreement), worldwide, right to use Participant Data and Participant Technology solely to provide and support the ServiceNow Products.

3.4 SERVICENOW PROFESSIONAL SERVICES. Participant and ServiceNow may enter into one or more SOWs or Order Forms subject to the Agreement, and which may incorporate one or more Service Descriptions for the provision of ServiceNow Professional Services. ServiceNow will perform the ServiceNow Professional Services, subject to the fulfillment of any responsibilities and payments due from Participant, as stated in the SOW or the Order Form. Subject to this Section 3.4, ServiceNow assigns (and in the future is deemed to have assigned) to Participant any Newly Created IP upon payment in full by Participant for the ServiceNow Professional Service under which the Newly Created IP was created. If any ServiceNow Core Technology is incorporated into a Deliverable, ServiceNow grants to Participant a non-exclusive, royalty-free, non-transferable (except as set forth in Section 14.4 (Assignment) of the Agreement), non-sublicensable worldwide license to use the ServiceNow Core Technology incorporated into the Deliverable in connection with the Subscription Service as contemplated under the Agreement during the applicable Subscription Term. Nothing in the Agreement or these Program Terms shall be deemed to restrict or limit ServiceNow's right to perform similar ServiceNow Professional Services for any other party or to assign any employees or subcontractors to perform similar ServiceNow Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing ServiceNow Professional Services.

4. USE VERIFICATION

4.1 USE VERIFICATION. ServiceNow may remotely review Participant's use of the Subscription Service, and on ServiceNow's written request, Participant will provide reasonable assistance to verify Participant's compliance with the Agreement and these Program Terms, and access to and use of the Subscription

Service. If ServiceNow determines that Participant has exceeded its permitted access and use rights to the Subscription Service, ServiceNow will notify Participant and within 30 days thereafter Participant shall either: (a) disable any unpermitted use, or (b) purchase additional subscriptions commensurate with Participant's actual use. If Participant fails to cure or regain compliance under this Section 4.1 (Use Verification), ServiceNow may suspend Participant's use of the Subscription Service or terminate the Agreement, these Program Terms, or an applicable Order Form for breach, in addition to any other available rights and remedies.

5. LIMITED SUBSCRIPTION SERVICE WARRANTY

5.1 LIMITED SUBSCRIPTION SERVICE WARRANTY. ServiceNow warrants that, during the Subscription Term, Participant's production instance of the Subscription Service will materially conform to the Product Overview. To submit a warranty claim under this Section 5.1, Participant will submit a support request to resolve the non-conformity as provided in the Subscription Service Guide. If the non-conformity persists without relief more than 30 days after notice of a warranty claim provided to ServiceNow under this Section 5.1, then Participant may terminate the affected Subscription Service, and ServiceNow will refund to Participant any prepaid subscription fees covering that part of the applicable Subscription Term for the affected Subscription Service remaining after the effective date of termination. Notwithstanding the foregoing, this warranty will not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made or caused by any person other than ServiceNow or a person acting at ServiceNow's direction. **This Section 5.1 sets forth Participant's exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.**

5.2 LIMITED PROFESSIONAL SERVICES WARRANTY. ServiceNow warrants that the ServiceNow Professional Services will be performed in a competent and workmanlike manner, in accordance with accepted industry standards and practices and all material requirements set forth in the SOW or Service Description. Participant will notify ServiceNow of any breach within 30 days after performance of the non-conforming ServiceNow Professional Services. On receipt of such notice, ServiceNow, at its option, will either use commercially reasonable efforts to re-perform the ServiceNow Professional Services in conformance with these warranty requirements or will terminate the affected ServiceNow Professional Services and refund to Participant any amounts paid for the nonconforming ServiceNow Professional Services. This Section 5.2 sets forth Participant's exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.

6. ADDITIONAL THIRD-PARTY CLAIMS

6.1 BY SERVICENOW.

6.1.1. SERVICENOW OBLIGATION. Subject to and in accordance with Section 9 (Third-Party Claims) of the Agreement, ServiceNow shall: **(a)** defend Participant and its officers, directors, and employees against any Claim; **(i)** to the extent alleging that any ServiceNow Core Technology accessed or used in accordance with these Program Terms infringes any third-party patent, copyright, or trademark, or misappropriates any third-party trade secret; or **(i)** to the extent alleging that ServiceNow's personnel when onsite at Participant's premises caused death, bodily harm, or damage to tangible personal property due to their negligence or willful misconduct; and **(b)** pay any settlement amount or any court-ordered award of damages to the extent arising from such Claim. ServiceNow's obligations under this Section 6.1.1 are subject to conditions and limitations of Section 9 (Third-Party Claims) of the Agreement and Sections 6.1.2 (Mitigation) and 6.1.3 (Limitations) of these Program Terms. Section 7 (Limited Liability) and Section 8 (Excluded Damages) of these Program Terms shall not apply to liability or damages arising under this Section 6.1.1.

6.1.2. MITIGATION. To the extent any Claim alleges any part of the ServiceNow Core Technology infringes any third-party patent, copyright, or trademark, or misappropriates any third-party trade secret, ServiceNow may: **(a)** contest the Claim; **(b)** obtain permission from the claimant for Participant's continued use of its instance of the Subscription Service or any applicable ServiceNow Core Technology; **(c)** avoid such Claim by replacing or modifying Participant's access to and use of its instance of the Subscription Service or any applicable ServiceNow Core Technology as long as ServiceNow provides a substantially similar Subscription Service; or, if ServiceNow determines the foregoing (a), (b), and (c) are not commercially practicable, then **(d)** terminate Participant's access to and use of the affected Subscription Service on 60-days' prior notice and refund to Participant any prepaid subscription fees covering that part of the applicable Subscription Term for such Subscription Service remaining after the effective date of termination. The terms and conditions of this Section 6.1.2 (Mitigation) shall apply in lieu of the terms and conditions of Section 9.4 (Mitigation) of the Agreement for any Claims that ServiceNow is required to defend under Section 6.1.1 (ServiceNow Obligations) of these Program Terms.

6.1.3. LIMITATIONS. Notwithstanding the above, ServiceNow will have no obligation or liability for any Claim under Section 6.1.1 to the extent arising in whole or in part from: **(a)** any access to or use of any ServiceNow Core Technology not expressly authorized under these Program Terms, to the extent the Claim would have been avoided without such unauthorized access or use; **(b)** Participant Data or Participant Technology; or **(c)** access to or use of the ServiceNow Core Technology: **(i)** in violation of Law; **(ii)** after termination under Section 6.1.2(d); **(iii)** as modified to Participant's specifications or by anyone other than ServiceNow or its contractors, if the Claim would have been avoided but for such modifications; or **(iv)** combined with anything not provided by ServiceNow, if the Claim would have been avoided but for such combination. The terms and conditions of this Section 6.1.3 (Limitations) shall apply in lieu of the terms and conditions of Section 9.5 (Limitations) of the Agreement for any Claims that ServiceNow is required to defend under Section 6.1.1 (ServiceNow Obligations) of these Program Terms.

6.2 PARTICIPANT OBLIGATION. Subject to and in accordance with Section 9 (Third-Party Claims) of the Agreement, Participant will: **(a)** defend ServiceNow and ServiceNow Affiliates, and its and their officers, directors, and employees against any Claim to the extent alleging that Participant Data, Participant

Technology, Participant's or Client's use of the Subscription Service in violation of the Agreement or these Program Terms, or a modification to any ServiceNow Core Technology made to Participant's or a Client's specifications or otherwise made by or on behalf of Participant by any person other than ServiceNow or a person acting at ServiceNow's direction, infringes any patent, copyright, or trademark, misappropriates any third-party trade secret, or violates any third-party privacy rights; and **(b)** pay any settlement amount or any court-ordered award of damages, under the foregoing subsection (a) to the extent arising from such Claim. Section 7 (Limited Liability) and Section 8 (Excluded Damages) of these Program Terms shall not apply to liability or damages arising under this Section 6.2.

6.3 ENTIRE LIABILITY. This Section 6 states ServiceNow's entire liability and Participant's exclusive remedy for any Claims that ServiceNow is required to defend under Section 6.1.1 (ServiceNow Obligations) of these Program Terms.

7. LIMITED LIABILITY

To the extent permitted by law, each party's total, cumulative liability arising out of or related to the Program and the products and services provided pursuant to it, whether based on contract, tort (including negligence), or any other legal or equitable theory, will be limited in the aggregate for all claims to the amounts paid by Participant for use of the products or provision of the services giving rise to the claim during the 12-month period preceding the first event giving rise to liability. The existence of more than one claim will not enlarge this limit. The foregoing limitation of liability shall not apply to: (a) Participant's obligation to pay for products, services or taxes; (b) a party's obligations in Section 6 (Additional Third-Party Claims) of these Program Terms; and (c) infringement by a party of the other party's Intellectual Property Rights. The terms and conditions in this Section 7 (Limited Liability) are in lieu of those contained in Section 11.2 (Limitations) of the Agreement with respect to products and services provided pursuant to these Program Terms.

8. EXCLUDED DAMAGES

To the extent permitted by law, neither ServiceNow nor Participant will be liable to the other or any third party for lost profits (direct or indirect) or loss of use or data or for any incidental, other consequential, punitive, special, or exemplary damages (including damage to business, reputation, or goodwill), or indirect damages of any type however caused, whether by breach of warranty, breach of contract, in tort (including negligence), or any other legal or equitable cause of action, even if such party has been advised of such damages in advance or if such damages were foreseeable. The foregoing exclusions shall not apply to: (a) payments to a third party arising from a party's obligations under Section 6 (Additional Third-Party Claims) of these Program Terms; and (b) infringement by a party of the other party's Intellectual Property Rights. The terms and conditions in this Section 8 (Excluded Damages) are in lieu of those contained in Section 11.1 (Exclusions) of the Agreement with respect to products and services provided pursuant to these Program Terms.

9. GROSS NEGLIGENCE; WILLFUL MISCONDUCT

As provided by law, nothing herein shall be intended to limit a party's liability in an action in tort, separate and distinct from a cause of action for breach of the Agreement or these Program Terms with respect to products or services provided pursuant to these Program Terms, for the party's gross negligence or willful misconduct.

10. SUBSCRIPTION SERVICE TERM AND TERMINATION

10.1 TERMINATION. Either party may terminate an applicable Order Form or SOW on notice if the other party materially breaches the Agreement, these Program Terms, or an applicable Order Form or SOW for the affected service and does not cure the breach within 30 days after receiving notice of the breach from the non-breaching party. ServiceNow Professional Services are separately ordered from the Subscription Service and are not required for use of the Subscription Service. A breach by a party of its obligations with respect to ServiceNow Professional Services shall not by itself constitute a breach by that party of its obligations with respect to the Subscription Service even if the services are enumerated in the same Order Form.

10.1.1. EFFECT OF TERMINATION OF SUBSCRIPTION SERVICE. On termination or expiration of the Subscription Service being provided under an Order Form, Participant will stop accessing and using, and ServiceNow will stop providing, the Subscription Service and all related rights granted to Participant in these Program Terms will terminate immediately, automatically, and without notice. ServiceNow will, within 30 days after the effective date of termination by Participant for ServiceNow's breach, refund to Participant any prepaid fees received by ServiceNow covering that part of the Subscription Term for the affected Subscription Service, if any, remaining after the effective date of termination. Within 30 days after the effective date of termination by ServiceNow for Participant's breach, Participant will pay all remaining amounts, if any, payable under the applicable Order Form for the Subscription Term applicable to the terminated Subscription Service regardless of the due dates specified in the Order Form.

10.2 RETURN OF PARTICIPANT DATA. After termination or expiration of the applicable Order Form, upon Participant's written request, ServiceNow will provide any Participant Data in the Subscription Service to Participant in ServiceNow's standard database export format at no additional charge. Participant must submit such request to ServiceNow within 45 days after termination or expiration of the applicable Order Form or the Subscription Service. ServiceNow is not obligated to maintain or provide any Participant Data after such 45-day period and will, unless legally prohibited, delete all Participant Data in its systems or otherwise in its possession or under its control, and delete Participant's instances of the Subscription Service.

11. ADDITIONAL MANAGED SERVICE PROVIDER TERMS

11.1 CLIENT SUPPORT. ServiceNow's obligations described in the Subscription Service Guide apply

exclusively to Participant. Participant shall provide all technical support related to the Subscription Service directly to Clients. ServiceNow shall have no obligation, and Participant shall not contract with a Client to include any such obligation, to communicate with any Client regarding a technical support request or any other matter. For each of its Clients, Participant shall maintain at least one customer support contact. Prior to submitting any technical support request to ServiceNow, Participant shall use commercially reasonable efforts identify, isolate, and remediate any suspected problem with the underlying Subscription Service resulting from any configurations.

12. GENERAL PROVISIONS

12.1 COMPLIANCE WITH LAWS. ServiceNow will comply with all laws applicable to its provision under these Program Terms of the ServiceNow Products, including those applicable to privacy and security of personal information (including mandatory trans-border data transfers and mandatory data breach notification requirements), but excluding laws specifically applicable to Participant and its industry not generally applicable to information technology service providers regardless of industry. Participant will comply with all laws applicable to its use of the ServiceNow Products, including those applicable to collection and processing of Participant Data in ServiceNow systems through the Subscription Service. Participant agrees to provide any required disclosures to and obtain any required consents for the transfer of Participant Data to ServiceNow. For the avoidance of doubt and notwithstanding any other Sections within the Agreement, Participant hereby acknowledges and agrees that it shall be responsible, either directly or by procuring the relevant Client to be responsible as applicable, for (i) obtaining any and all consents and approvals and taking all actions required to provide data to ServiceNow, including uploading and storing data in the Subscription Service or any other ServiceNow Technology, and to permit ServiceNow to process such data, in compliance with law; and (ii) compliance with all national hosting requirements, including data sovereignty, residency or mirroring laws, as well as any notification requirements, that may apply to data that is stored in or processed by the Subscription Service or any other ServiceNow Technology. The terms and conditions in this Section 12.1 (Compliance with Laws) of these Program Terms are in lieu of those contained in Section 12.4 (Compliance with Laws) of the Agreement with respect to products and services provided pursuant to these Program Terms.

12.2 U.S. FEDERAL GOVERNMENT AS A CLIENT

12.2.1. U.S. GOVERNMENT RIGHTS. If the Subscription Service or Professional Services are being purchased by Participant to support a Client who is the US Government (including an agency, department, or entity of the US Federal, state or local government), or will be used by Participant to support a US Government contract or subcontract, then Participant understands and acknowledges that the Subscription Service and Professional Services are commercial products and/or services and any software therein is commercial computer software (per Federal Acquisition Regulation (“FAR”) 12.211 and 12.212 and Department of Defense FAR Supplement (“DFARS”) 227.7202, as applicable). Participant shall have, and shall only be permitted to allow the US Government to have, only those rights in technical data, computer software, and computer software documentation set forth in this Agreement. This provision applies in lieu of any FAR, DFARS, or other clause or regulation (including state or local regulations) pertaining to the US Government’s rights in technical data, computer software, and/or computer software documentation.

12.2.2. U.S. FEDERAL GOVERNMENT “TERRITORY”. To provide access and use rights to Clients who are the U.S. Federal Government, Participant must be a member of the separate ServiceNow Public Sector Partner program and Participant’s Territory, as listed in Participant’s account information in the Partner Portal, must include “U.S. Federal Government.”

12.2.3. ORDERS. To purchase Subscription Products and provide access and use rights to a Client who is the U.S. Federal Government, Participant must establish a separate agreement with a ServiceNow Distributor to receive pricing information and procure the Subscription Service. ServiceNow shall send a proposed Order Form, which includes the appropriate use and service level terms of the Subscription Service, to a Distributor for further quoting to Participant as further described in the Guide. Participant is required to include such use and service level terms of the Subscription Service in its agreement with Customer.

12.2.4. GOVERNMENT RESTRICTED RIGHTS. Participant agrees to take all necessary and proper actions (including without limitation execution of agreements with Clients) to ensure that any ServiceNow Intellectual Property offered, delivered, licensed and/or sold to a Customer is made available solely as “commercial computer software” or “commercial item” as those terms are used in applicable procurement regulations, and that the rights of such Client to use or otherwise access ServiceNow Intellectual Property are limited solely to those express rights contractually granted by ServiceNow and do not include additional rights arising under statute or regulation, including without limitation Federal Acquisition Regulation (FAR) for civilian agency purchases and the Department of Defense (DOD) FAR Supplement (DFARS).

12.3 FORCE MAJEURE. ServiceNow is not, and may not be construed to be, in breach of the Agreement or these Program Terms for any failure or delay in fulfilling or performing the Subscription Service or the ServiceNow Professional Service, when and to the extent such failure or delay is caused by or results from acts beyond ServiceNow’s reasonable control, including: strikes, lock-outs, or other industrial disputes; trespass, sabotage, theft or other criminal acts export bans, sanctions, war, terrorism, riot, civil unrest, or government action; failure of Internet connectivity or backbone or other telecommunications failures, in each case outside of ServiceNow’s local network; breakdown of plant or machinery; nuclear, chemical, or biological contamination; fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a “**Force Majeure Event**”). ServiceNow will use reasonable efforts to mitigate the effects of such Force Majeure Event.

12.4 HIGH RISK ACTIVITY. The ServiceNow Products are not designed for any purpose requiring fail-safe performance, including stock trading, financial transaction processing, operation of nuclear facilities,

aircraft navigation or communication systems, air traffic control, direct life support machines, weapons systems, or other management or operation of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical, property, or environmental damage (each, a **“High Risk Activity”**). ServiceNow, its licensors, and suppliers expressly disclaim all warranties of fitness for any such use.

12.5 EQUITABLE REMEDIES. The receiving party’s disclosure of Confidential Information except as provided in the Agreement or these Program Terms, or a party’s infringement or misappropriation of the other party’s Intellectual Property Rights may result in irreparable injury for which a remedy in money damages may be inadequate. In the event of such actual or threatened disclosure, infringement or misappropriation, disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to disclosing party at law or in equity. The terms and conditions contained in this Section 12.5 (Equitable Remedies) of these Program Terms are in lieu of those contained in Section 6.5 (Equitable Remedies) of the Agreement with respect to products and services provided pursuant to these Program Terms.

This Agreement was electronically signed by

Company Name: Maharishi Markandeshwar (Deemed to be University)
Address:MM Education Complex,Ambala,Haryana,IN - India
Signatory Name: Jatinder Sadhana
Title:Director
Email:tpo.jatinder@mmumullana.org
Date and Time(PST):17 Jul, 2023 21:18:58



<https://partnerportal.service-now.com/>



**MEMORANDUM OF UNDERSTANDING
FOR ACADEMIC COLLABORATION**

BETWEEN

**AMBALA COLLEGE OF ENGINEERING & APPLIED RESEARCH,
DEVSTHALI, AMBALA, ESTD. 2002**

AND

**DEPARTMENT OF BIOTECHNOLOGY, MAHARISHI MARKANDESHWAR
(DEEMED TO BE UNIVERSITY), MULLANA, AMBALA**

This agreement is made on this 4th day of Aug, 2022, between **Ambala College of Engineering & Applied Research, Devsthal, Ambala**, herein after referred to as "ACE", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees of the first part and **Department of Biotechnology, Maharishi Markandeshwar (Deemed to be University), Mullana, Ambala**, herein after referred to as "**Department of Biotech, MMDU**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective executors, administrators and successors for the time being of the said College as the case may be on the second part.

WHEREAS the **Ambala College of Engineering and Applied Research (ACE)** was established by **Shri Ram Swarup Memorial Trust** in the year 2002. It offers B.Tech degree in Biotechnology Engineering, Electronics and Communication Engineering, Computer Science and Engineering, Artificial Intelligence and Machine Learning, Mechanical Engineering and Robotics and Automation. Over the years, ACE has excelled in academics, placements and overall ethical development of students. The focus at ACE is on providing high-quality practical oriented engineering education that makes us believe in providing Jobs and not seeking Jobs. ACE is committed to impart quality hands-on technical education with its tagline "**ACE...where education is a passion and not a business**".

And WHEREAS the

Department of Biotechnology, MMDU was established in the year 2008 and has been significantly contributing in terms of enhancing the knowledge and practical exposure of students, providing them with ample employment opportunities, and development of more advanced technologies. It offers PhD, M.Sc., B.Tech and B.Sc. courses in Biotechnology Department. Its focus is to prepare the students as per the industry requirement: hence the students are also trained on Bio-Safety, Regulatory and Intellectual Property related issues in broader social context and sustainable development.

Whereas both the parties have shown their desire to enter into this agreement (MOU) that it could prove to be mutually beneficial to both the parties that allows for panoramic sharing of resources beyond the physical boundaries of College boundaries.

1. Objectives of MOU

The objectives of MOU are:

- a) To promote and enhance academic interest between **ACE and Department of Biotechnology, MMDU**.
- b) To create means of cooperative efforts between the two institutes to effect academic collaboration through joint organization of Faculty Development Programs, Workshops, Training Sessions and other academic activities for both students and teachers.
- c) To promote research work of teachers and students those can supervise/co-supervise joint research studies.
- d) Upgrading faculty with new teaching tools.
- e) Sharing techniques and expertise for improving the quality of Education.

2. Technical Areas of Collaboration

- a) Provide academic interaction by delivering special lectures on topics of relevance to the inter-disciplinary research and literary studies at both institutes.
- b) Usage of research and academic infrastructure for students, staff and faculty members of both institutes.

3. Proposed mode of Collaboration

ACE and Department of Biotechnology, MMDU propose to collaborate through the following:

- a) Cooperation and promotion in research, education and training areas of mutual interest.
- b) Any other appropriate mode of interaction agreed upon between **ACE and Department of Biotechnology, MMDU**. A specific plan will be worked out by the institutes depending upon availability of resources.

4. Terms and Conditions

- a) The cost of development of infrastructure should be borne by the respective institute.
- b) For education and research, the financial arrangements will be made on the basis of mutually agreed terms of both institutes.
- c) Usage of academic infrastructure of **ACE and Department of Biotechnology, MMDU** can be allowed for limited period subject to its availability.
- d) Both institutes agree to help, identify and invite the faculty members and researchers from the other institutes to participate in conferences, workshops and short-term courses.

Duration of MOU:

The duration of this MOU shall be for a period of five years from the effective date of its signing.

Confidentiality:

Each party agrees that it shall not, at any time, during or after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of mentorship program without the express consent of both parties. Any sensitive topics that are discussed will be held in the highest confidence.

Entirety of Understanding:

This MOU contains the final and entire understanding between the parties, and all future projects or agreements shall be in a separate writing based upon mutual agreement of the parties, and neither the parties nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, either oral or written, not herein contained.


Governing Law: This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

Arbitration:

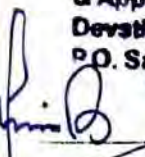
Any dispute arising with regard to any aspect of this MOU shall be settled through mutual consultations and agreements by the parties to the MOU.

Commitments of First and Second Party:

We have read the above and undertake that we will conduct our participation in this mentorship in accordance with the Mentoring MOU and principles and description provided above.


Dr. Kamal K. Sharma
(Principal designation & Signature of First Party with official seal)

4/8/2022
Date


Dr. Anil K. Sharma, Prof. & Head
(Principal designation & Signature of Second Party with official seal)

4.8.2022
Date

Principal designation & Signature of Second Party with official seal)
Professor & Head
Dept. of Bio-Technology,
M.M.E.C. Mutlana (Ambala)

Biotechnology



भारतीय प्रौद्योगिकी संस्थान रुड़की
विद्युत अभियान्त्रिकी विभाग
रुड़की-247667 (उत्तराखण्ड) भारत

TEL : +91- 1332-285590 (O)
E-mail : anandfee@gmail.com

IIT Roorkee

Indian Institute of Technology Roorkee
Department of Electrical Engineering
Roorkee -247667, (UTTARAKHAND), INDIA

प्रो. आर. एस. आनंद
Prof. R.S. Anand

Dated: March 29, 2023

The Principal
Maharishi Markandeshwar Engineering College
Maharishi Markandeshwar (Deemed to be University)
Mullana, Ambala, Haryana - 133207

Sub: Virtual Labs Nodal Centre

It gives me immense pleasure to inform you that your Institute is further approved as a nodal center till 31st December 2023. As per your EO1 form, **Dr. Vanita Aggarwal** will act as the Nodal Coordinator from your college. This approval is valid subject to the following terms and conditions and any subsequent directives as issued by MOE from time to time:

01. Approved status of AICTE/STEB/UGC is mandatory for your college.
02. The necessary infrastructure (dedicated space having personal computers with 1Mbps broadband internet connectivity) to be maintained at your own cost for Virtual Labs.
03. Nodal centers will get operational, technical and limited financial support as given below.
04. Nodal Coordinator will get an honorarium of Rs.5000/- at the end of semester after submission of usage report of Virtual labs from the Institute, duly signed by the Director/Principal of the Institute.
05. Each Nodal Centers will organize at least one workshop per semester as an outreach activity of Virtual Labs.
06. Students are not to be charged any extra fee for providing Virtual Labs facility for their usage.
07. Nodal Coordinator should attend the meeting held at IIT Roorkee as per schedule when invited.
08. A semester-wise report of Virtual labs usages and feedback by the faculty members and students should be submitted by the nodal coordinator.
09. Strict adherence to the standard lab procedures and cyber security laws need to be followed while performing the Virtual Lab Experiments.
10. Any violation of the above will result in automatic cancellation of Nodal Centre status of your Institute/College without giving any notice.

Kindly acknowledge the receipt of this letter and the acceptance of the terms & conditions mentioned above.

We thank you again for your interest in the Virtual Labs project and appreciate your endeavor in the service of the student community.

Wish you all the best!

(Dr. R.S. Anand)
Principal Institute Coordinator
Virtual Labs, IIT Roorkee

Memorandum of Understanding

Agreement between

Faculty of Engineering and Technology

**Maharishi Markandeshwar (Deemed To Be University)
Mullana-Ambala, Haryana (India)-133207 [1st Party]**

&

ThinkNEXT Technologies Private Limited [2nd Party]

This agreement is made on 25.04.2023 between Faculty of Engineering and Technology, Mullana), (Here in after referred to as FET,MM(DU),Mullana) & ThinkNEXT Technologies Private Limited, Mohali-Punjab), (Here in after referred ThinkNEXT Technologies Private Limited, Mohali-Punjab). The provisions in this agreement would be Knowledge upgradation, proposal documents and Project assigned Workshop, FDP's, Seminar, Internship, R&D Lab Setup, Subject matter expert & Industrial visits by ThinkNEXT Technologies Private Limited Mohali- Punjab to Faculty of Engineering and Technology, Maharishi Markandeshwar (Deemed To Be University), Mullana.

WITNESS

WHEREAS, Maharishi Markandeshwar (Deemed To Be University) was established in the year of 2007 for imparting University Education and make students worthy citizens of free India with a will to serve the nation.

WHEREAS, ThinkNEXT Technologies Private Limited, Mohali-Punjab : ThinkNEXT Technology Pvt. Ltd., the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of IOT, AI and related fields. ThinkNEXT Technology Pvt. Ltd. is a rapidly growing IT company deals in design and development of software according to the clients' requirements. **NOW, THEREFORE,** in consideration of the premises & promise here in contained, it is contained, it is mutually agreed basis as follows:

OBJECTIVE OF THE MOU

1. **Expert Lectures: ThinkNEXT Technologies Private Limited** will be providing lecture on advance technologies being undertaken in their organization at least one lecture/semester with 15 days prior intimation/ confirmation in writing.


PRINCIPAL

MM Engineering College
Maharishi Markandeshwar
(Deemed to be University)
Mullana, Ambala, 133207

For ThinkNEXT Technologies Pvt. Ltd.


Authorised Signatory

THINKNEXT TECHNOLOGIES PRIVATE LIMITED

Corporate Office: S.C.F. 113, Sector-65, Mohali (Chandigarh)

Contact: 0172-4656197, 78374-01000 Web: www.thinknext.co.in

CIN: U72200PB2011PTC035677 GST No.: 03AAECT1486G3ZF

2. **Industrial Visit:** ThinkNEXT Technologies Private Limited will be demonstrated in Software Development environment for better understanding of IT technologies. The visit can have max no of 60 students (in one group) per quarter with prior intimation and confirmation in writing.
3. **Training:** ThinkNEXT Technologies Private Limited will offer Industrial Training to students of MM(DU) on short/ long term basis for 6 weeks to 6 months. Students are liable to pay fees for industrial training on mutually agreed terms & conditions.
4. **R&D Activities:** MM(DU) can get assistance from ThinkNEXT Technologies Private Limited, Mohali-Punjab on R & D activities on mutually agreed terms.
5. **Project Consultancy:** ThinkNEXT Technologies Private Limited can take assistance / consultancy from MM(DU) on some ongoing project for practical exposure and requirements of project on agreeable basis.
6. **Placement:** ThinkNEXT Technologies Private Limited regularly conducts placement drives as per the requirements for their research and development department, so that it can have an experience of working in their multiple overseas projects.

Responsibilities of Faculty of Engineering and Technology, Mullana:

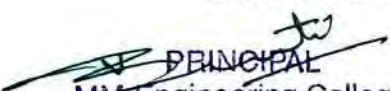
- 1) Provision of an AC Seminar Hall of adequate size with necessary electrical fittings and other suitable infrastructure.
- 2) Provision of highly developed Computers Labs for smooth conduct of research projects and training program in MM(DU).
- 3) Provision of Software Programming Labs as and when required.
- 4) Provision of Internet/Video Conferencing Tool.
- 5) Provision of Stay and food for Training Faculty of ThinkNEXT Technologies Private Limited, Mohali-Punjab Trainers in case of continuous training program.

Responsibilities of ThinkNEXT Technologies Private Limited, Mohali- Punjab

- 1) ThinkNEXT Technologies Private Limited, Mohali-Punjab will provide specialized trainers who will conduct technical programs & Research in Campus.

For ThinkNEXT Technologies Pvt. Ltd.

Authorized Signatory


PRINCIPAL
MM Engineering College
Maharishi Markandeshwar
(Deemed to be University)
Mullana, Ambala-133207

THINKNEXT TECHNOLOGIES PRIVATE LIMITED

- 2) ThinkNEXT Technologies Private Limited, Mohali-Punjab will assist MM(DU) in finalizing the technology training curriculum.
- 3) Responsible for arranging training equipments / Software required to impart the same.
- 4) Responsible for providing the industrial certificates to the participants as opted for ThinkNEXT Technologies Private Limited, Mohali-Punjab.
- 6) Conduct Internship Drive for selecting candidates for free/ Stipend based internship as per the project requirements.
- 7) ThinkNEXT Technologies Private Limited, Mohali-Punjab, regularly conducts placement Drives as per the requirements for their research and development department, so that it can have an experience of working in our multiple overseas projects.

BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTOOD IT & AGREE TO BE ITS TERMS & CONDITIONS. THE PARTIES WISH TO EXTEND THIS MOU FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF SIGNING.

AGREED:

For Faculty of Engineering and Technology, For ThinkNEXT Technology Pvt Ltd, Mohali Mullana)

For ThinkNEXT Technologies Pvt Ltd.

Principal
 Maharishi Markandeshwar
 (Deemed to be University)

Authorized Signatory

Authorized Signatory

Name of Institution Maharishi Markandeshwar (Deemed To Be University) Mullana-Ambala-133207	Name of Industry: ThinkNEXT Technology Private Limited, Mohali
Address: Maharishi Markandeshwar (Deemed To Be University) Mullana-Ambala, Haryana (India)-133207	Address: SCF-113, 1 st floor, Phase-11, Mohali, Punjab-160062
Contact Detail: 98992 08542	Contact Detail: 7837401000, 7837402000
E-mail: principalmmec@mmumullana.org	E-mail: info@thinknext.co.in
Web: mmumullana.org	Web: www.thinknext.co.in

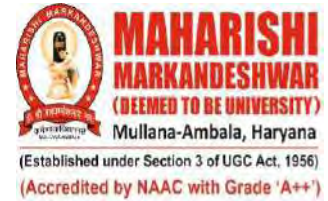
Witness 1:

Witness 2:

Witness 3:

Witness 4:

THINKNEXT TECHNOLOGIES PRIVATE LIMITED



**International Memorandum of Agreement
Between
UNIVERSITY OF NORTH ALABAMA (ALABAMA, USA)
And
Maharishi Markandeshwar (Deemed to be University), Mullana - Ambala (INDIA)**

This International Memorandum of Agreement by and between the University of North Alabama (hereafter referred to as "UNA") and Maharishi Markandeshwar (Deemed to be University), Mullana - Ambala {hereafter referred to as "MM(DU)"}, hereby agree to the following terms for educational collaboration between the two universities.

I. GENERAL TERMS OF AGREEMENT

1. UNA agrees to accept qualified MM(DU) students **as transfer students** to pursue bachelor and master degree studies at UNA through 2+2 and 1+1 program models. MM(DU) students who successfully complete all degree-required courses and meet the conditions for graduation will be granted an official bachelor and/or master degree from UNA.
2. 1+1 program is open to MM(DU) graduate students only.
3. 2+2 program is open to all MM(DU) undergraduate students who have completed their second-year study at MM(DU).
4. MM(DU) agrees to recommend and select students based on the program requirements of UNA.
5. UNA agrees to provide the following scholarships to MM(DU) students:
\$5,000-\$8,000 academic scholarship equally distributed in fall and spring semester (excluding summer term).

II. AVAILABLE PROGRAM FOR GRADUATE DEGREE

1. MBA (Master of Business Administration)
2. MS in Exercise Science and Health Promotion

III. AVAILABLE PROGRAM FOR UNDERGRADUATE DEGREE

1. Bachelor of Science in Engineering Technology

Note: With mutual consent by UNA and MM(DU), additional new programs may be covered by this MOU.

IV. ADMISSION REQUIREMENTS

1. For bachelor degree programs, an official MM(DU) transcript showing a grade point average of 2.0 or higher on a 4.00 scale.
2. For master degree programs, an official MM(DU) transcript showing a grade point average of 3.0 on a 4.00 scale.
3. GRE/GMAT may be waived for 1+1 graduate degree program upon dean's approval.
4. English proficiency requirement is waived based on the English instruction of all classes at MM(DU).

V. AGREEMENT IMPLEMENTATION AND DURATION

1. This agreement will be administered by the respective Office of International Affairs at UNA and at MM(DU).
2. Each university shall designate an individual who will serve as the responsible officer for this agreement. These officers are responsible for the execution of all aspects of this program. The designated responsible officers for this agreement are:

Dr. Chunsheng Zhang
Senior Vice Provost for International Affairs
University of North Alabama
One Harrison Plaza
UNA Box 5058
Florence, AL 35632-0001
U.S.A.
Tel: +256-765-4898
E-mail : czhang@una.edu



Dr. Rahul Dev Gupta
Director International Affairs
Maharishi Markandeshwar University
Mullana Ambala, India
Tel: 918059930955
Email: rdgupta@mmumullana.org

3. This memorandum is valid for five years and becomes effective on the date that it is signed by the official representatives of both universities. This agreement will be reviewed and may be renewed upon mutual consent of both parties at the end of the fifth year. Either party may cancel this agreement upon one year's advance notice to the other party. In such case, all MM(DU) students enrolled at UNA will be allowed to complete their intended programs before the agreement can be terminated.
4. UNA would expect a minimum of 25 transfer students from MM(DU).
5. Two (2) original copies of this agreement shall be prepared and signed by the university officials from both parties and each university keeps one original on record.

VI. OTHER INITIATIVES

Both UNA and MM(DU) agree to explore other international cooperation initiatives including joint conferences and works shops of mutual interest to further enhance educational excellence and opportunities at both universities.

Duly authorized representatives of UNA and MM(DU) executed this agreement as of the day and year given below.

For University of North Alabama	For Maharishi Markandeshwar (Deemed to be University)
 <small>Kenneth D. Kitts (Oct 25, 2022 13:28 CDT)</small>	 <small>Rajinder Kumar (Oct 29, 2022 14:59 GMT+5.5)</small>
President University of North Alabama	Registrar

Date: Oct 25, 2022

Date: Oct 29, 2022










UNA -- MMDU (India) (1083341)

Final Audit Report

2022-10-29

Created:	2022-10-25
By:	Monica Collier (mecollier1@una.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIqAHev5eAEzbnEzs7U4kTxcWbp2sL308

"UNA -- MMDU (India) (1083341)" History

-  Document created by Monica Collier (mecollier1@una.edu)
2022-10-25 - 6:44:47 PM GMT- IP address: 204.29.102.210
-  Document emailed to rdgupta@mmumullana.org for signature
2022-10-25 - 6:45:30 PM GMT
-  Email viewed by rdgupta@mmumullana.org
2022-10-26 - 1:12:33 AM GMT- IP address: 66.249.84.95
-  Document signing delegated to registrarmmu@mmumullana.org by rdgupta@mmumullana.org
2022-10-28 - 4:32:12 PM GMT- IP address: 49.42.68.113
-  Document emailed to registrarmmu@mmumullana.org for signature
2022-10-28 - 4:32:12 PM GMT
-  Email viewed by registrarmmu@mmumullana.org
2022-10-29 - 9:27:15 AM GMT- IP address: 66.249.84.95
-  Signer registrarmmu@mmumullana.org entered name at signing as Rajinder Kumar
2022-10-29 - 9:29:08 AM GMT- IP address: 117.236.98.98
-  Document e-signed by Rajinder Kumar (registrarmmu@mmumullana.org)
Signature Date: 2022-10-29 - 9:29:11 AM GMT - Time Source: server- IP address: 117.236.98.98
-  Agreement completed.
2022-10-29 - 9:29:11 AM GMT





**Indian-Non Judicial Stamp
Haryana Government**



Date: 18/11/2022

Certificate No. GOR2022K2558



Stamp Duty Paid : ₹ 101

SRN No. 96379128



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Subject: Bodhi health education

Plot/Floor: 418

Sector/Ward: 47

Landmark: Ild trade centre

Village: Gurgaon

District: Gurgaon

State: Haryana

Pin Code: 99*****43

Others: Mmucon



Deponent



Purpose: AGREEMENT to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

November 1, 2022

Memorandum of Understanding

This Memorandum of Understanding is entered between MM (Deemed to be University), Mullana, Ambala, Haryana - 133207 and Bodhi Learning Labs Private Limited, having its registered address as 1 Coleman Street #10-06 The Adelphi Singapore 179803. The effective date of this MoU is May 15, 2022.

Maharishi Markandeshwar (Deemed to be University), Mullana - Ambala, erstwhile known as Maharishi Markandeshwar Education Trust was founded with the objective of social, educational and economic upliftment of society in the year 1993. The University has been accredited by NAAC as Grade 'A++' University and is committed to produce trained and professional manpower competent and responsive to the challenges of the dynamic and vibrant society.

Bodhi Learning Labs Private Limited has been founded in 2022 with mission of providing quality medical education to the healthcare professionals. Our interventions aim to develop simulation, eLearning and affordable technology solutions for the training of healthcare professionals across Singapore, South and South East Asian countries.

Bodhi Health Education Private Limited with its registered address E-27, First Floor, South Extension- II, New Delhi, 110049 - part of Bodhi Group would be liaison entity for this MoU.

Project and Background

Dr. (Mrs.) Jyoti Sarin
Principal

Corporate Identity Number (CIN) 202208402G
Maharishi Markandeshwar College of Nursing
Waharishi Markandeshwar

Registered Address: 1 Coleman Street #10-06 The Adelphi, Singapore - 179803
Mullana, Ambala, Haryana-India-133207

Phone: +91 99995 90443, Email: support@bodhilabs.ai

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Bodhi Health Education Private Limited India entered into MoU dated 15 May 2021 with MM (Deemed to be University), Mullana for a consultancy project to develop demonstrative video modules utilizing the facility of MMIMSR&H, Mullana, Ambala with the assistance of the faculty of College of Nursing.

The faculty has been assigned by the Dean- Principal, Dr. Jyoti Sarin who has also been the lead consultant for the project.

Whereas the Project envisaged development of 12 modules as outlined in Annexure 1 - Table 1 under the MoU dated 15 May 2021. Majority work has been completed as per the mentioned MoU and the parties wish to enter into this MoU to complete the remaining work and conduct research studies on the modules developed.

Through this MoU

- a) The parties desire to extend the overall consultancy project for 12 months. During this period the work on the remaining modules will be completed on a priority basis and research activities will be undertaken

The allocation would be at the discretion of Dr Jyoti Sarin.

- b) Bodhi Learning Labs desires to work with MMCON faculty under the guidance of Dr Jyoti Sarin to carry out research studies to understand the effectiveness of the modules developed.
- c) Research would target minimum of 2 publications in reputed national/international peer reviewed indexed journals
- d) In research paper first author would be Dr Jyoti Sarin - Designated as Dean & Principal MMCON and second author would be Mrs. Shoba George - Head Nursing Education, Bodhi Health Education.

Confidentiality

All Confidential Information shared, including standard operating procedures must be:

- a) Used only for modules development
- b) Kept confidential and not directly or indirectly disclosed, divulged or communicated to any other person without the prior discussion between the parties

Intellectual Property

Under this and the previous MoUs executed between MMCON and Bodhi Health Education Private Limited. all scripts, modules and assessments developed are the sole intellectual property of Bodhi Learning Labs Private Limited., Singapore. Any work in progress content developed will be transferred to Bodhi Learning Labs Private Limited.

Corporate Identity number (UEN) 202208402G

Registered Address: 1 Coleman Street, #10-06, The Adelphi, Singapore - 179803

Phone: +91 99995 90443, Email: support@bodhilabs.ai

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Role of the faculty

Before allocation of the module development the concerned faculty will be jointly evaluated by Dr Jyoti Sarin and Mrs. Shoba George. The faculty would be responsible for:

- a) Providing their CV for Bodhi Learning Labs records
- b) Developing the manuscript for the procedures and incorporating the feedback as per review of Dr Jyoti Sarin and Mrs. Shoba George
- c) Incorporate the SOPs as provided by Bodhi
- d) Incorporate the review comments from Bodhi
- e) Work with Bodhi appointed Project Manager at MMCON to ensure that they are ready before the recording of the procedure.
- f) Prepare in advance and be thorough with the scripts before recording
- g) Recording of the videos

Role of Bodhi Project Manager at MMCON

Bodhi Learning Labs will appoint a Project Manager to support:

- a) Recording of videos
- b) Editing of videos
- c) Providing timely project updates to MMCON Lead Consultant and Bodhi Head of Nursing

At the end of the MoU Term both parties would jointly evaluate the completion of the modules and the research. Work completion and Project Closure Certificate would be jointly signed

Use of video modules developed

The faculty would be provided upon request non-sharable access to the module developed by the concerned faculty complementary for 12 months for classroom use only.

Payment for Consultancy Project

The below table outlines the payment:

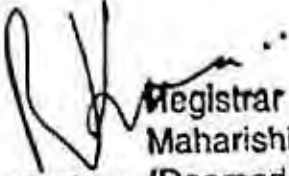
Payment	Yearly	Monthly or per Unit
Honorarium to MM Deemed to be University	INR 2,00,000	INR 2,00,000 paid annually


Corporate identity number (UEN) 202208402G
Registered Address: 1 Coleman Street, #10-06, The Adelphi, Singapore - 179803
Phone: +91 99995 90443, Email: support@bodhilabs.ai

Project Manager Honorarium	INR 2,23,500 for 12 months	INR 17,000 – From May 15, 2022 to Oct 31, 2022 INR 20,000 – From Nov 1, 2022 to May 15, 2023
Faculty Honorarium	INR 25,000 for 5 Modules	INR 5,000
Admin and Documentation	INR 24,000 for 12 months	INR 2,000
Publication charges	INR 30,000 for 2 publications	NA
Research Faculty Honorarium	INR 60,000 for 6 months	INR 10,000
Honorarium of statistician	INR 10,000 for 2 publications	NA
Total	INR 5,72,500	

Inclusive of all taxes

All dispute resolution would be addressed under Indian Laws with the jurisdiction of the Courts of Haryana


Registrar
Maharishi Markandeshwar
The Registrar (Deemed to be University)
Mullana- Ambala-133-207
University) Ambala Yamunanagar Highway,
Mullana- Ambala, Haryana-133-207


Abhinav Girdhar
Chief Executive Officer
Bodhi Learning Labs Private Limited.
1 Coleman Street #10-06 The Adelphi Singapore
179803

Corporate identity number (UEN) 202208402G -
 Registered Address: 1 Coleman Street, #10-06, The Adelphi, Singapore – 179803
 Phone: +91 99995 90443, Email: support@bodhllabs.ai



Lovisenberg
Diaconal University College



**Memorandum of Agreement
between**

**Maharishi Markandeshwar (Deemed to be University)
Mullana-Ambala, India
and
Lovisenberg Diaconal University College (LDUC)
Oslo, Norway**

In accordance with a mutual desire to promote cooperation in higher education between India and Norway, the Maharishi Markandeshwar, (Deemed to be University), Mullana-Ambala and Lovisenberg Diaconal University College, Oslo have found it mutually beneficial to agree on a partnership.

About the parties

Markandeshwar (Deemed to be University), Mullana-Ambala, India (hereinafter, MM(DU)) is a highly Ranked and Accredited Institution (Accredited with its highest Grade 'A++' by NAAC). The M.M College of Nursing, a Constituent College of MM(DU), enrolls approximately 700 students at Bachelor, Master's and PhD level and employs approximately 55 faculty and staff.

Lovisenberg Diaconal University College (hereinafter, LDUC) is a private, accredited University College in Norway providing nursing education at Bachelor, Postgraduate and Master's level. LDUC enrolls approximately 1200 students and employs approximately 120 faculty and staff (FTE).

Partnership and collaboration

The partnership will start as a pilot project in the spring of 2023. During the project period LDUC will offer mobility for up to 12 bachelor students for a minimum of 10 weeks. The course includes pre-clinical theory and clinical practice at M.M College of Nursing and Maharishi Markandeshwar Hospital in Mullana-Ambala. After the completion of the project period ending 30th of June, 2023, evaluation of the mobility will be performed and LDUC will together with MM(DU) & M.M College of Nursing discuss the details of further agreement.

The LDUC students will be supervised by faculty from M.M College of Nursing.

This collaboration will also include the following:

- Developing faculty and student exchanges, visiting scholars, and/or education abroad opportunities.
- Collaborating on research in areas of mutual interests
- Creation of digital learning technologies and educational materials to support nursing education

Dr. (Mrs.)  Tyoti Sarin
Principal
Maharishi Markandeshwar College of Nursing
Maharishi Markandeshwar
(Deemed to be University)
Mullana-Ambala, Haryana-India-133207

Each party shall designate a person or office to serve as a liaison responsible for implementation of this agreement.

For Maharishi Markandeshwar College of Nursing	For Lovisenberg Diaconal University College
Dr Jyoti Sarin	Unni Jenssen
Director	Lovisenberggaten 15B, 0456 Oslo Norway
E Mail: directormmcn@mmumullana.org	Phone: (00 47) 452 53 504
	E Mail: unni.jenssen@ldh.no

Financial Arrangements

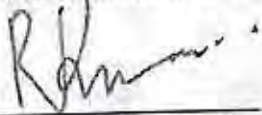
It is understood that the details of joint activities, conditions for utilization of the results achieved, and arrangements for specific visits, exchanges, and all other forms of cooperation will be negotiated for each specific case. It is also understood that any financial arrangements will be negotiated in each specific case and will depend upon the availability of funds as common networks and Erasmus+ agreements. Each party agrees to seek financial resources from their own sources for supporting such exchanges and collaboration.

Period of agreement

This MOA shall take effect from the date of last signature here and shall be valid for three (3) years. It may be renewed if both institutions, acting independently, agree in writing to renew it at least six (6) months before it expires. It may be terminated by either party by giving three months' notice in writing of its desire to do so to the other Party, subject to the proviso that any ongoing projects under the MOA will be allowed to continue to their conclusion

Signatures:

**Maharishi Markandeshwar
(Deemed to be University),
Mullana - Ambala, India**



Prof. Rajinder Kumar, Registrar

Registrar
Maharishi Markandeshwar
(Deemed to be University)
Mullana-Ambala 133-207

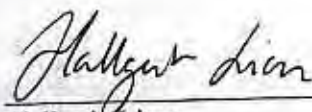
Prof. Mr Rajinder Kumar
Name _____ Date _____
Title _____
Registrar 11/1/23

Lovisenberg Diaconal University College



13.01.2023

Hulda Gunnlaugsdottir Date
Rector, Lovisenberg Diaconal University
College



13.01.2023

Hallgeir Lien Date
University College Director

Memorandum of Understanding

Between

Maharishi Markandeshwar (Deemed to be University)

And

Bennett, Coleman & Co. Ltd.

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into on this 21 February 2023 Tuesday ("Effective Date")

BY AND BETWEEN:

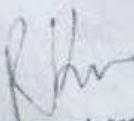
Maharishi Markandeshwar (Deemed to be University), located at **Mullana-Ambala, Haryana** represented by the Registrar, Sh. Rajinder Kumar (hereinafter referred to as "MMDU", which expression unless repugnant to the context or meaning thereof will include its successor in office, legal representatives and permitted assigns) as the First Party

AND

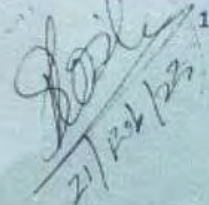
BENNETT, COLEMAN & CO. LTD., a company within the meaning of the Companies Act, 2013, having its Registered Office at The Times of India Building, Dr. D.N. Road, Mumbai - 400 001 and Corporate Office at 9-10, Express Building, Bahadurshah Zafar Marg, New Delhi - 110 002 (also referred to as "**The Times Group**", the owners of the leading newspapers, '**The Times of India**' and '**The Economic Times**', represented by **Mr. Vishal Sharma**, DGM (hereinafter referred to "**BCCL**" which expression unless repugnant to the context or meaning thereof will include its successor in office, legal representatives and permitted assigns) as the Second Party.

OBJECTIVE:

The objective of this MOU is to establish an arrangement between MM (DU) and BCCL (Result & Market Distribution Division - "RMD") with a view to provide int different levels to the bright students (in Management Studies and other allied c MM (DU), at BCCL offices.


Registrar
Maharishi Markandeshwar
(Deemed to be University)
Mullana-Ambala 133-207


Registrar
Maharishi Markandeshwar
(Deemed to be University)
Mullana-Ambala 133-207


21/2/23 1



Info

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called "MOU") is made on 9-Dec-2022 by and between Infosys Limited (including its subsidiaries and Affiliates), a corporation organized and existing under the laws of India and having its primary place of business at Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore 560 100, India (hereinafter "Infosys") and Maharishi Markandeshwar (Deemed To Be University), Mullana (including its subsidiaries and Affiliates as listed under Annexure A) organized and existing under the laws of the state of Haryana and having its primary place of business at Mullana, Ambala, Haryana-133207 (hereinafter "Partner"). Partner and Infosys being referred to individually as a "Party" or collectively as the "Parties"

Recitals

WHEREAS the Partner is a Quality education is always research oriented and exposure driven, which is what makes MM(DU) the leader in cross country studies, in all fields ranging from engineering, hospitality, management, nursing, healthcare and regular under-graduation and post-graduation programs. The highly qualified, experienced, dedicated and professional faculty that graces MM(DU)'s lecture rooms and labs makes this institute an ideal option for a young one who wants to conquer the world with his/her potential.

Accredited by NAAC with Grade 'A++', MM(DU) has built its goodwill as the best university of North India with a rich legacy of excellence in research, innovation and skill development. MM(DU) incorporates the best of both the worlds by presenting a synergy of curricula from both the UGC model of education and the leading schools from around the world.

The placement drive of MM(DU) is nothing like students experience elsewhere. In a competitive world where the sole focus of trainers is just academia and job related queries and solutions, we at MM(DU) believe in the holistic development of the students and all their talents. We instill passion, creativity, encourage their unique thinking and give them confidence to innovate and think not just out of the box but far away from it where the perspective is futuristic yet realistic. (hereinafter referred to as "Services"); and

WHEREAS Infosys is a global leader in consulting, technology, and outsourcing solutions and has agreed to provide their proprietary Springboard Platform for the Services.

NOW THEREFORE, for and in consideration of the mutual agreements and covenants hereafter set forth, the Parties hereto agree as follows:

1. BROAD SCOPE OF ACTIVITIES

The objective of this MOU is to establish a written document forming a basis under which the Parties may enter into agreements to perform Services only in India as defined in Schedule A & B.

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 16/06/2022

Certificate No. ADP2022F4



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 91501399



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Principal Mmin Mullana

H.No/Floor : 1

Sector/Ward : 1

LandMark : Mmdu mullana

City/Village : Mullana

District : Ambala

State : Haryana

Phone: 80*****37



Buyer / Second Party Detail

Name: Secretary Imhh Agra

H.No/Floor : 123

Sector/Ward : 123

LandMark : Agra

City/Village: Agra

District : Agra

State : Uttarpradesh

Phone: 80*****37

Purpose : MOU between MM Institute of Nursing Mullana and Institute of Mental Health and Hospital Agra

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

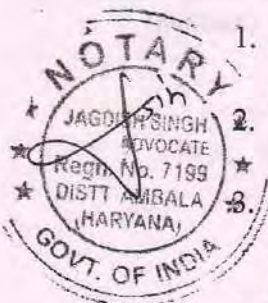
Memorandum of Understanding (MOU)

With

Institute of Mental Health and Hospital, Agra, U.P. (IMHH)

Dr. Yogesh Kumar with the capacity of Principal from M.M. Institute of Nursing, Mullana, Ambala agree to depute our B.Sc. Nursing 3rd year students at IMHH Agra under following terms and conditions

1. M.M. Institute of Nursing will send students of B.Sc. Nursing 3rd year to IMHH Agra for Psychiatric training every year for the academic session 2022-23 and 2023-24
2. The Nursing Institute will pay a non refundable registration of 50000/- for the period of permission of training.
3. The given permission will be valid for Two Academic sessions from the date of MOU & may be renewed on request after completing formalities at the sole decision of IMHH, Agra.
4. The training charges fixed by management committee shall be paid by the trainee Institution/college/school of Nursing which may vary & likely to be upwardly



revised. Hence the training charges & loading charges shall be applicable separately as per rules prevalent at the time of training.

5. The institution would be bound to follow rules and regulations of IMHH, Agra during training period.
6. The institution shall deposit caution money of Rs. 10000/- at the time of training which will be refunded on completion of training.
7. The Teacher / Faculty accompanying the batch of students shall be responsible for maintaining discipline among their students. In case of any indiscipline/bad behavior indulged in by the students under the training, they themselves will be taken by IMHH authorities.
8. During stay of students any damage incurred to the property of IMHH, Agra its costs & penalty as decided by IMHH authority will be borne by the trainee institution/college/school of Nursing.
9. For any indiscipline a fine shall be levied on the concerned students by competent authority of IMHH, Agra and it will be deducted from caution money.
10. MOU may be terminated at any time on the ground of student's misconduct & indiscipline & the balance amount will be forfeited.
11. In case of any dispute legal court at Agra will have jurisdiction in the matter.



Director
Institute of Mental Health and Hospital
Agra

16/06/2022
Dr. Yogesh Kumar
Principal
M.M. Institute of Nursing
Mullana (Ambala)
Principal
M. M. Institute of Nursing
Maharishi Markandeshwar
(Deemed to be University)
Mullana (Ambala)

ATTESTED
16/06/2022
NOTARY PUBLIC
DISTT. AMBALA (HRY)