

## Research Program Participant Terms

Thank you for your interest in participating in a ServiceNow Research Program (“**Research Program**”). By participating in the Research Program, you will be asked to provide your experiences, suggestions, ideas, and impressions, or other feedback regarding ServiceNow’s products and services (collectively, “**Feedback**”). We value your Feedback, which plays an important role in enhancing our customers' and users' experiences. These Research Program Participant Terms (“**Terms**”) contain the terms and conditions applicable to your participation in our Research Program. To participate in this program, you must agree to the terms below.

1. **Participation.** Your involvement in the Research Program is entirely voluntary and you may withdraw from the Research Program or from a research session at any time by notifying our researcher(s) or sending an email to [InsightsResearchOps@servicenow.com](mailto:InsightsResearchOps@servicenow.com). By joining the Research Program, you confirm that: (i) you are at least 18 years of age or older; (ii) your participation will not violate any obligations to third parties or create a conflict of interest; (iii) you will not divulge any confidential information or proprietary information of third parties in any feedback you provide us; and (iv) you consent to receiving necessary emails from ServiceNow about your participation in the Research Program (including opportunities to participate in research studies or surveys). We may end a research session and/or your participation in the Research Program for any reason and without prior notice.
2. **Confidentiality.** During your participation in a Research Program, ServiceNow will share confidential information with you (whether marked “confidential” or not), about ServiceNow products and services in various stages of development (the “**Confidential Information**”). Confidential Information means all non-public materials or information that may be made available by ServiceNow during your participation in the Research Program, including, but not limited to products, services, processes, technology, know-how, research, development, software, hardware, financial information, and any information about any third parties. You agree to: (i) use reasonable care to protect Confidential Information; (ii) not share or disclose Confidential Information with anyone; (iii) only use Confidential Information for purposes directly related to the Research Program, and (iv) promptly stop all use of and return or destroy any Confidential Information in your possession once your participation in a Research Program ends. ServiceNow retains all title to its Confidential Information and nothing in these Terms grant you any right or license to process or retain the Confidential Information.
3. **Exposure to Features.** You agree that Confidential Information disclosed through the Research Program include products and services that may never be offered, sold, or included in a commercially-available version and should not be relied upon for any purchasing decision or indication of future functionality.
4. **Your Privacy and Data Collection.** By voluntarily participating in the Research Program, you agree that we may process and retain the following information (collectively, “**Data**”) from you to further evaluate, test, improve, and develop our products and services (collectively, “**Research Purpose**”):
  - **Feedback.** Throughout your participation, we will ask you to provide Feedback. Feedback may be collected in person, through video recordings, or through written responses and used for any Research Purpose.
  - **Recordings and Your Image.** We may document and record your research sessions, which may include photographs, audio, video and / or screen recordings that identify you. We will only use this information for Research Purposes and in accordance with our privacy statement.

If your Data contains personal data, we will process such Data in accordance with the ServiceNow privacy statement, which is incorporated in these Terms, and available here (or successor website): <https://www.servicenow.com/privacy-statement.html>.

5. **Term.** These Terms are effective upon acceptance and will remain in effect for the duration of your participation in the Research Program.
6. **Incentive.** If you are eligible, we may provide you with an e-Gift Card or branded ServiceNow merchandise in appreciation for your time and participation in a Research Program. No other payment or compensation will be provided, and you will not be reimbursed for any expenses incurred in connection with your voluntary participation in a Research Program. Public sector/government participants are not eligible to receive an e-Gift Card and are only eligible to receive ServiceNow-branded merchandise valued under U.S. \$20.00.

If you elect to receive an Incentive, you acknowledge and agree that your receipt of such Incentive complies with applicable local laws, regulations, and employer policies and procedures, including obtaining any applicable approvals from your supervisor and/or relevant ethics or legal office prior to accepting the Incentive. You further acknowledge and agree that: (i) ServiceNow is not using the Incentive to obtain favorable treatment in connection with any award or subcontract and (ii) you are not aware of any actual or potential conflict of interest that would prevent you from accepting the Incentive.

7. **Governing Law and Venue.** If you participate in the Research Program while you are located: (i) in the United States, Canada, or Mexico, these Terms are governed by the laws of the State of New York (excluding its conflict of law rules) and each party expressly consents (and waives any objection) to the

nonexclusive venue and jurisdiction of the state courts of New York County, New York; or (ii) anywhere else, these Terms are governed by the laws of England and Wales, and each party expressly consents (and waives any objection) to the nonexclusive venue and jurisdiction of any court of competent jurisdiction in London, England, United Kingdom. Either party may seek legal or equitable relief in any court of competent jurisdiction to protect its intellectual property rights; and the prevailing party in any claim or dispute between the parties under these Terms will be entitled to reimbursement of its reasonable attorneys' fees and costs.

8. **General Provisions.** These Terms: (i) constitute the entire agreement between you and ServiceNow concerning the Research Program; (ii) supersede any prior or contemporaneous written or oral agreements, understandings or representations; (iii) may not be modified, except by mutual written agreement between us; (iv) is not made for the benefit of any third parties; and (v) may be executed and delivered via electronic signatures and email delivery. Failure to enforce any provision of these Terms will not constitute a waiver. If any provision of these Terms is found to be unenforceable, that provision will be limited to the minimum extent necessary so that the remaining terms remain in full force and effect.