

## LIGHTSTEP INCIDENT RESPONSE TERMS OF SERVICE

Lightstep, Inc. is a wholly-owned subsidiary of ServiceNow, Inc. (“**Company**” or “**We**”). These Lightstep Incident Response Terms of Service (“**Terms**”) between Company, and the customer identified in the Service Confirmation (“**Customer**” or “**You**”) are made as of the earlier of Customer clicking to accept these Terms, the date of the Service Confirmation, or Customer’s first access to the Service (“**Effective Date**”). The individual accepting the Terms represents that they have the authority to accept the Terms on their own behalf, or on behalf of the Customer entity they represent, as applicable, for the use of the Service. The Terms include the following, all of which are deemed incorporated by this reference: the General Terms and Conditions below; all Service Confirmations, Company-issued invoices; and any other terms expressly referenced anywhere in these Terms. All capitalized terms not defined in Section 11 the General Terms and Conditions will have the meaning given to them in other parts of the Terms.

## GENERAL TERMS AND CONDITIONS

### 1. COMPANY RESPONSIBILITIES

**1.1** PROVISION OF THE SERVICE; COMPLIANCE WITH LAWS. During the Service Term, Company will: (1) make the Service available to Customer pursuant to these Terms, (2) provide Customer with the ability to access technical support resources within the Service; and (3) provide the Service in accordance with all Laws applicable to Company’s provision of the Service to its general customer base (i.e., without regard to Customer’s particular use of the Service or Laws specific to Customer and its industry not otherwise applicable to Company). In the event that Company materially decreases functionality or discontinues the Service, Customer may, within 30 days of such event, terminate these Terms and any applicable Service Confirmation, and, as Customer’s exclusive remedy Company will refund to Customer prepaid Service fees, if any, covering the remainder of the applicable Service Term for the applicable Service after the date of termination, provided that, if Customer has not prepaid Service fees, then Customer shall remit payment for any fees accrued for Services consumed in the Service Term prior to the date of termination.

**1.2** PROTECTION OF CUSTOMER DATA. During the Service Term, Company will maintain a security program that includes policies, procedures and controls designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. The terms of the Lightstep Incident Response Data Processing Addendum, attached as Exhibit A (“**DPA**”) shall apply to Company’s Processing of Personal Data (as defined in the DPA) under these Terms for the Service. Company may make certain controls available in the Service that help support your security preferences and requirements. It is Customer’s sole responsibility to understand and implement such optional controls. Unless otherwise designated by Customer, the Administrator, as specified in Customer’s account details, will be the default individual for receiving any data breach notifications related to the Service. Following the Service Term, in accordance with Company’s data retention and deletion policies for the Service, Company shall have no obligation to maintain or provide any Customer Data and will, unless legally prohibited, delete such Customer Data in its systems or otherwise in its possession or under its control.

**1.3** GEOGRAPHY: The Service processes data in Company’s datacenters in North America.

**1.4** UPDATES. Company may update these Terms, and the DPA periodically in its sole discretion, where such updates will be effective beginning on the earlier of Customer’s next renewal term, subsequent purchase, or if you accept the updated Terms.

### 2. ACCESS AND USE RIGHTS; RESTRICTIONS.

**2.1** ACCESS AND USE RIGHTS. For each Service Term, Company grants the access and use rights in this Section 2 to the Company Core Technology described in the applicable Service Confirmation, subject to these Terms, including Section 2.2, and any Documentation.

**2.1.1.** SERVICE. Company authorizes Customer to access and use the Service during the Service Term in the applicable Service Confirmation, solely for its internal business purposes and only in accordance with these Terms and any Documentation.

**2.1.2.** TRIAL AND FREE SERVICE, AND PRE-RELEASE CONTENT.

**(A)** Trial or Free Service Term. Company may, in its sole discretion, offer the Service to Customer for a free limited trial use or other free usage for a specified Service Term (“Free Service”).

**(B)** Pre-Release Content. Company may, in its sole discretion, make pre-release content and beta features available to Customer (“Pre-Release Content”) during Customer’s Service Term.

**(C)** Company may modify or terminate Customer’s Free Service or Pre-Release Content at any time and for any reason in Company’s sole discretion, without liability to Customer. To the maximum extent permitted by applicable Law, Company disclaims all obligations or liabilities with respect to the Free Service or Pre-Release Content, including any warranty, Customer Support, SLA, or indemnity obligations, and any Free Service or Pre-Release Content is made available as-is. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, OUR MAXIMUM AGGREGATE LIABILITY TO YOU WITH RESPECT TO THE FREE SERVICE AND PRE-RELEASE CONTENT WILL BE US\$100.

## 2.2 RESTRICTIONS & CUSTOMER OBLIGATIONS.

**2.2.1.** With respect to the Company Core Technology, Customer will not (and will not permit others to): (1) use it in excess of published use limits (including as stated in Documentation or a Service Confirmation), or in a manner that circumvents use limits or technological access control measures; (2) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties, except as may be otherwise expressly stated herein or in a Service Confirmation; (3) access it or provide access to it for purposes of developing or operating products or services in competition with Company Core Technology; (4) disassemble, reverse engineer, or decompile it; (5) copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in these Terms; (6) remove or modify a copyright or other proprietary rights notice in it; (7) use it in violation of Law (including those applicable to collection and processing of Customer Data through the Service, compliance with consent, opt-out, and profile update requirements for messaging recipients); (8) use it to reproduce, distribute, display, transmit, or use material protected by copyright or other IPR (including the rights of publicity) without first obtaining the owner’s permission; (9) 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 (10) access or disable any Company or third-party data, software, or network (other than Customer’s permitted access of the Service).

**2.2.2.** Transaction, active third-party services, or storage limitations (if any) and system requirements for accessing and using the Service may be found in the Documentation. To the extent Customer’s use of the Service exceeds Company’s policies or the intended use as contemplated by the Documentation, degrades the Service for other users, or endangers the operation of the Service, or it exceeds the scope of Section 2.1.1, then Company may suspend Customer’s access of the Service, and Customer shall promptly remediate such activity.

## 2.3 Third-Party Components.

**2.3.1.** Customer is solely responsible for complying with applicable terms and conditions required for use of third party services, platforms, or data not provided by Company used by Customer in conjunction with the Service.

**2.3.2.** The creators or third-party licensors of certain public standards and publicly available code require that Company pass certain notices through to Customer. These notices are located at [https://aircontroller.servicenow.com/api/sn\\_air\\_ctrlcore/air\\_public\\_document?doc\\_type=open\\_source\\_disclosures](https://aircontroller.servicenow.com/api/sn_air_ctrlcore/air_public_document?doc_type=open_source_disclosures) (or such successor website).

**2.4** COMPANY-PROVIDED INTEGRATIONS FOR EXISTING COMPANY PRODUCTS. Company may, in its sole discretion, provide to Customer an integration (“Company-Provided Integration”) to enable the Service to connect various Company products, services, or technology governed by terms distinct from these Terms (“External Company Products”). Customer acknowledges that, to the extent Customer chooses to use the Company-Provided Integration with the Service, Customer Data and user data may be transferred between the Service and Customer’s environments of the External Company Products, which may result in a transfer of Personal Data contained in Customer Data or user data to a data center in a different jurisdiction than the data center in which the External Company Product is hosted.

**2.5** Customer shall remain solely responsible for complying with all of its legal and regulatory obligations under applicable Law, including data protection laws on collection, use, disclosure and retention of Personal Data.

## 3. ORDERING.

**3.1** PAYMENT. Customer acknowledges that any Service fee estimate is provided solely for informational purposes and does not constitute an invoice or committed statement of Service fees. Customer agrees to be charged the specified Service fees accrued monthly in arrears for the applicable Service packaging tier during the Service Term. Customer authorizes Company or its payment processor to store Customer’s payment method(s) and to automatically charge such payment method(s) for additional 30-day billing cycles without additional notice, at the then-current monthly price plus applicable Taxes, until Customer terminates in accordance with the Terms. Company may change Customer’s selected Service packaging tier rate upon notice, and such rate change

will apply at Customer's next billing cycle unless Customer terminates in accordance with the Terms. If the applicable Taxes change during Customer's current billing cycle, Company may accordingly adjust the applicable Taxes for Customer's plan mid-Service Term. Customer must promptly notify Company of any changes to its payment information. If Customer's primary payment method fails, Customer authorizes Company to charge any other payment method associated with Customer's account. If Customer has not provided backup payment method(s) and Customer fails to provide payment, then late payments will accrue interest at a rate of 1.5% per month or the legal maximum rate, whichever is lower. Customer will cure a delinquency in payment of any amounts owed under the Terms within 30 days from the date of delinquency notice. If Customer fails to timely cure such delinquency, Company may suspend Customer's use of the Service or terminate the Terms for breach, in addition to any other available rights and remedies. Customer may upgrade its Service packaging tier during the Service Term, but may not downgrade to a lower Service packaging tier until the start of Customer's next 30-day billing cycle.

**3.2 USE VERIFICATION.** Company may review the scope of Customer's use of the Service, and on Company's written request, Customer will provide reasonable assistance to verify Customer's compliance with the Terms with respect to access to and use of the Service. If Company determines that Customer has exceeded its permitted access and use rights to the Service, Company will notify Customer and Customer will, within 30 days, either: (1) disable any unpermitted use; or (2) purchase additional use rights commensurate with Customer's actual use.

**3.3 TAXES.** All payments required by the Terms are stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any jurisdiction, and the interest and penalties on any and all of these (collectively, "Taxes"). Customer is solely liable for and will pay all Taxes associated with its purchase of, payment for, access to, or use of, the ordered Service. For the avoidance of doubt, Taxes will not be deducted from payments to Company, except as required by Law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, Company 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. When applicable, Customer will provide to Company its VAT or GST identification number(s). Customer will use the ordered Service for Customer's business use in accordance with the provided VAT or GST identification number(s) of its business establishment(s).

#### **4. INTELLECTUAL PROPERTY.**

**4.1 COMPANY OWNERSHIP.** As between the parties, Company and its licensors exclusively own and retain all rights, titles, and interests in and to the Company Core Technology. Except for the use and access rights expressly granted in Section 2, Company, on behalf of itself and its licensors, reserves all rights in the Company Core Technology and does not grant or give Customer any rights whatsoever, regardless of Company's use of words such as "sale" or "purchase" in Service Confirmation or other documents.

**4.2 CUSTOMER OWNERSHIP.** As between the parties, Customer and its licensors will retain all right, title, and interest in and to all IPR in Customer Data and Customer Technology

**4.3** Customer grants to Company a royalty-free, fully paid, non-exclusive, non-transferrable (except under Section 10.1), worldwide, right to use Customer Data and Customer Technology to provide and support the Service.

**4.4 USE OF AGGREGATE DATA.** Company may collect, use, and disclose quantitative data derived from Customer's use of the Service for industry analysis, benchmarking, analytics, marketing, research, development, and other business purposes in support of the provision of the Service. Any such data will be in aggregate form only and will not contain Customer Data.

**4.5 FEEDBACK.** If Customer provides suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Service, including Free Service or Pre-Release Content, (collectively, "Feedback") Customer grants to Company a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 10.1), non-exclusive, irrevocable, perpetual, worldwide right and license to use, license, and commercialize Feedback (including by incorporation of such Feedback into Company Core Technology) without restriction.

**5. DISCLAIMER OF WARRANTIES.** To the maximum extent allowed by Law, Company disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written, including warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, and any warranties arising from usage of trade, course of dealing, or course of performance). Without limiting the above, Company does not warrant that the Service: (1) will meet the requirements of Customer or others; (2) will be accurate or operate without interruption or error; or (3) is designed for any purpose requiring fail-safe performance for which failure could result in death, personal injury or severe physical, property, or environmental damage.

## 6. CONFIDENTIAL INFORMATION.

**6.1 RIGHTS AND OBLIGATIONS.** The recipient of Confidential Information will: (1) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event less than reasonable care; and (2) not use it except to the extent necessary to exercise rights or fulfill obligations under these Terms. Each party will limit disclosure of the other's Confidential Information to those of its and its Affiliates' employees and contractors with a need to know such Confidential Information to exercise rights and obligations under these Terms, and then only to employees and contractors subject to binding disclosure and use restrictions at least as protective as those in these Terms. Each party's obligations under this Section 6 will remain in effect during, and for 1 year after termination of, these Terms. Receiving party will, at disclosing party's request, certify destruction of Confidential Information. Section 1.2 applies to Confidential Information contained in Customer Data.

**6.2 THIRD PARTY REQUESTS.** These Terms will not prevent receiving party from disclosing the other party's Confidential Information to a court or governmental body pursuant to a valid court order, Law, subpoena, or regulation, but only if receiving party: (1) gives prompt notice (or the maximum notice permitted under Law) before making the disclosure, unless prohibited by Law; (2) reasonably assists disclosing party, at disclosing party's cost, in its lawful efforts to resist or limit such disclosure; and (3) discloses only that portion of disclosing party's Confidential Information that is legally required to be disclosed.

## 7. INDEMNIFICATION.

### 7.1 BY COMPANY.

**7.1.1. OBLIGATION.** Subject to this Section 7, Company will: (1) defend Customer and Customer Affiliates, and its and their officers, directors, and employees against any Claim to the extent alleging: Company Core Technology used in accordance with these Terms and intended use as described in the Documentation infringes any IPR of any unaffiliated third party ("IPR Claim"); and (2) pay any settlement amount or court-ordered damages award under the forgoing clauses (1) to the extent arising from such Claim.

**7.1.2. MITIGATION.** In connection with any IPR Claim, Company may: (1) contest the Claim; (2) obtain claimant's permission for Customer's continued use of the applicable Service or Company Core Technology; (3) replace Customer's access to or use of the applicable Service or Company Core Technology with substantially similar functionality that avoids the Claim; or (4) if Company determines the foregoing clauses (1), (2), and (3) are commercially impracticable, terminate Customer's access to and use of the affected Service on 30-days' prior notice and refund any prepaid Service fees covering that part of the applicable Service Term for such Service remaining after the effective date of termination.

**7.1.3. LIMITATIONS.** Notwithstanding the above, Company has no obligation or liability for any Claim under Section 7.1.1(1) to the extent arising from: (1) use of any Company Core Technology not expressly authorized under these Terms, to the extent the Claim would have been avoided without such access or use; (2) Customer Data or Customer Technology; or (3) use of Company Core Technology: (a) in violation of Law; (b) after termination under Section 7.1.2(4); or (4) modification to the Company Core Technology to Customer's specifications or by anyone other than Company or its contractors, or if combined with anything not provided by Company, if the Claim would have been avoided but for such modification or combination.

**7.2 BY CUSTOMER.** Customer will: (1) defend Company and Company Affiliates, and its and their officers, directors, and employees against any Claim to the extent alleging that Customer's use of the Service, Customer Data, Customer Technology, or a modification to any Company Core Technology made to Customer's specifications or otherwise made by or on behalf of Customer (other than one made by or for Company and only if the Claim would have been avoided by use of the unmodified Company Core Technology), infringes any IPR, or violates any third-party privacy rights or any applicable Law; and (2) pay any settlement amount or court-ordered damages award, under the foregoing clause (1) to the extent arising from such Claim.

**7.3 PROCESS.** Each party's duty to indemnify under Section 7.1 or 7.2, as applicable, is subject to indemnified party: (1) notifying indemnifying party promptly of any actual or threatened Claim, (2) giving indemnifying party sole control of the defense of such Claim and of any related settlement negotiations, and (3) cooperating and, at indemnifying party's reasonable request and expense, assisting in such defense. Neither party will stipulate, acknowledge, or admit fault or liability on the other's part without the other's prior, written consent. Indemnifying party will not publicize any settlement without indemnified party's prior, written consent. **To the extent the parties perform as required, this Section 7 states each party's entire liability and the other party's exclusive remedy for third-party claims and third-party actions.**

## 8. LIMITATION OF LIABILITY

**8.1 LIMITED LIABILITY.** To the extent permitted by Law, each party's total, cumulative liability arising out of or related to these Terms and the products and services provided hereunder, whether based on contract, tort (including negligence), or any other legal or equitable theory, will be limited to the amounts paid by Customer 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. Multiple claims will not enlarge this limit.

**8.2 EXCLUDED DAMAGES.** To the extent permitted by Law, neither Company nor Customer will be liable to the other or any third party for lost profits (direct or indirect), for loss of use or data, or for any incidental, consequential, punitive, special, or exemplary damages (including damage to business, reputation or goodwill), or indirect damages of any type however caused, whether by breach of warranty, breach of contract, in tort (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.

**8.3 APPLICABILITY.** The limits in Section 8.1 and exclusions in Section 8.2 do not apply to: (1) obligations to pay for products, services or taxes; (2) obligations to pay third parties under Section 7; (3) IPR infringement; or (4) an action in tort, separate and distinct from a cause of action for breach of these Terms, for the party's gross negligence or willful misconduct.

## 9. TERM AND TERMINATION

**9.1 GENERALLY.** These Terms begin on the Effective Date and continue until terminated hereunder. Each party may terminate these Terms in their entirety: (1) on 30 days' prior notice to the other, provided that Customer shall remit payment for any fees accrued for Services consumed in the Service Term prior to the date of termination; (2) immediately on notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership, or liquidation, in any jurisdiction, that is not dismissed within 60 days of its commencement or an assignment for the benefit of creditors; or (3) immediately on notice if the other party materially breaches these Terms and does not cure such breach within 30 days after the other party's receipt of notice of the breach. Either party may terminate a Service Term on notice if the other party materially breaches these Terms or the applicable Service Confirmation for the affected service and does not cure the breach within 30 days after receiving notice of the breach. Company will, within 30 days after the effective date of Customer's termination for Company's breach, refund to Customer prepaid fees, if any, received by Company covering the remainder of the Service Term for the affected Service, if any, after the effective date of termination. Within 30 days after the effective date of Company's termination for Customer's breach, Customer will pay all remaining amounts, if any, payable under these Terms for the Service Term applicable to the terminated Service Confirmation and for Services consumed prior to the date of termination, regardless of the due dates in the Service Confirmation or invoice.

**9.2 SURVIVAL.** Sections 2.2 (Restrictions & Customer Obligations), 3.3 (Taxes), 4 (Intellectual Property), 5 (Disclaimer of Warranties) (solely in accordance with its terms), 6 (Confidential Information) through 8 (Limitation of Liability), 9.1 (Term and Termination) (solely in accordance with its terms), and 10 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of these Terms.

## 10. GENERAL PROVISIONS.

**10.1 ASSIGNMENT.** Neither party may assign or novate its rights or obligations under these Terms, by operation of law or otherwise (collectively, "Assign"), without the other's prior written consent. Notwithstanding the foregoing, on notice and without consent: (a) either party may in connection with a merger, reorganization, or sale of all or substantially all of such party's assets or equity, Assign these Terms in their entirety to such party's successor; and (b) Company may Assign these Terms in their entirety to any Company Affiliate. Any attempted or purported Assignment in violation of this Section 10.1 is null and void. Subject to the foregoing, these Terms bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

**10.2 EXPORT CONTROL LAWS AND TRADE SANCTIONS.** The Service, and Customer's access to and usage of the Service, are subject to export control laws and trade sanctions, including U.S. Export Administration Regulations (EAR) and the regulations of the U.S. Office of Foreign Assets Control (OFAC regulations). Customer confirms that it, and any party to which Customer grants access to the Service, are not found on any denied or restricted person lists maintained under the authority of the EAR, the OFAC regulations, or any other applicable denied or restricted person list. Customer agrees to fully comply with the EAR, OFAC regulations, and any other applicable export control laws and trade sanctions in Customer's usage of the Service.

**10.3 US GOVERNMENT RIGHTS.** The Service is a commercial item 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). Government Customers shall have only those rights in technical data, computer software, and computer software documentation (collectively, "data") set forth in these commercial terms of use, except that Department of Defense Customers may acquire additional rights in technical data pursuant to DFARS 252.227-7015(b). This provision applies in lieu of any FAR, DFARS, or other data rights clause or provision.

**10.4 NOTICE.** Except as otherwise provided in these Terms, any notices to Company will be in writing to ServiceNow, Inc., Attn: General Counsel, 2225 Lawson Lane, Santa Clara, CA 95054, and deemed given on: (a) personal delivery; (b) when received by the addressee if sent by a recognized overnight courier (receipt requested); (c) the third business day after mailing; or (d) the first

business day after sending by email with confirmation of receipt, except that email will not be sufficient for notices regarding any legal claim or alleged breach. Notices to Customer will be provided by email to the email address provided to Company by Customer at time of procuring the Service, or in writing to Customer's physical address on file. Customer agrees that any electronic communication to Customer will satisfy any applicable legal communication requirements, including that such communications be in writing. Any notice to Customer will be deemed given upon the first business day after Company sends it.

**10.5** FORCE MAJEURE. Except for payment obligations, neither party will be liable to the other if performance is prohibited or delayed by acts outside of the other party's reasonable control, including: strikes, lock-outs, or other industrial disputes, or government action; failure of Internet connectivity or backbone or other telecommunications failures, in each case outside of Company's local network; fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a "Force Majeure Event"). Company will use reasonable efforts to mitigate the effects of Force Majeure Events.

**10.6** WAIVER; AMENDMENT. Failure by a party to enforce any part of these Terms will not be deemed a waiver of future enforcement of that or any other provision. Only written waivers signed by an authorized representative of the waiving party are effective. Except as otherwise provided in these Terms, any modification of these Terms must be in writing and signed by authorized representatives of both parties.

**10.7** SEVERABILITY. If any provision of these Terms are held invalid, unenforceable, or void by a court of competent jurisdiction, it will be enforced to the maximum extent permissible, and it will be deemed amended or replaced by a valid and enforceable term matching the intent of the original language as closely as possible. Such holding will not affect the remaining terms.

**10.8** RELATIONSHIP. The parties are independent contractors. Nothing in these Terms will be construed to create a partnership, joint venture, agency, or other relationship. Neither party has any right or authority to assume or create any obligation of any kind, express or implied, in the other's name or on its behalf. No third-party is a third-party beneficiary of, or liable under, these Terms.

**10.9** LAW. These Terms and any dispute or controversy arising out of or relating to these Terms shall be governed by and construed in accordance with the Laws of New York, without regard to its conflict of laws principles. The parties to these Terms irrevocably consent to exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction in New York City, New York to adjudicate any dispute arising out of or relating to these Terms. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party to these Terms may, at any time, and without waiving any other rights under these Terms, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its IPR.

**10.10** CONSTRUCTION. Company may provide Service only in the English language, unless otherwise agreed in writing. The parties have expressly requested that these Terms and all related documents be drafted in English. *Les parties confirment avoir expressément exigé que le présent contrat et les documents de ServiceNow qui y sont attachés soient rédigés en anglais.* Section headings are for convenience only and are not to be used in interpreting these Terms. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at such URLs.

**10.11** ENTIRETY; EXECUTION. These Terms: (1) are the parties' entire contract regarding its subject and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings, negotiations, letters of intent, and proposals, with respect to that subject; (2) excludes any other terms Customer seeks to impose or incorporate or that may be implied by trade, custom, practice, or course of dealing; and (3) may be executed in counterparts and by electronic means to accurately send images (e.g., email or electronic signature service), and neither party will contest its validity solely because of such execution. Customer has not relied on any statement, promise, or representation not expressly included in these Terms, including related to any possible future functionality that Company may provide or offer. For the avoidance of doubt with respect to Lightstep Incident Response, these Terms apply to the exclusion of any other terms Customer may have with Company, including, but not limited to, terms with respect to support and services, security, or privacy. The Terms do not modify any other terms Customer may have with Company with respect to any other Company product other than Lightstep Incident Response.

## 11. DEFINITIONS

**11.1** "Affiliate" 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.

**11.2** "Claim" means any third-party suit, claim, action, or demand.

**11.3** "Confidential Information" means: (1) Company Core Technology (which is Company's Confidential Information); (2) Customer Data and Customer Technology (which is Customer's Confidential Information); (3) any of a party's information that,

due to the nature of the information or circumstances of disclosure, the receiving party should reasonably understand it to be confidential; and (4) these Terms and any amendment or attachment (which are all deemed Confidential Information of both parties). Confidential Information excludes any information; (a) that is or becomes generally publicly known without fault or breach by receiving party; (b) that receiving party obtains (rightfully and without restriction on use or disclosure) from a third party entitled to make the disclosure; or (c) that is independently developed by receiving party without using disclosing party's Confidential Information.

**11.4** "Customer Data" means Customer's electronic data that is uploaded by or for Customer or its agents, employees, or contractors, and processed in the Service, excluding Company Core Technology.

**11.5** "Customer Technology" means software, methodologies, templates, business processes, documentation, or other material originally authored, invented, or otherwise created by or for Customer (but not by or for Company) for use with the Service, excluding Company Core Technology.

**11.6** "Documentation" means the then-current Lightstep Incident Response technical documentation, user manuals, instructions, and release notes for the Service, made available on the Lightstep website at <https://lightstep.com/incident-response>, or such successor site, or as otherwise made available by Company to Customer.

**11.7** "IPR" means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights.

**11.8** "Law" means any applicable law, rule, statute, decree, decision, order, regulation, judgment, code, and requirement of any government authority (federal, state, local, agency, or international) having jurisdiction.

**11.9** "Service Confirmation" means the trial, free, or purchase confirmation issued by Company to Customer for Lightstep Incident Response specifying the Service Term and other Service details.

**11.10** "Company Core Technology" means: (1) the Service, Documentation, and Service components, including the technology and methodologies (including products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects, and documentation) created by or for, or licensed to, Company; and (2) updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related documentation; and (3) all IPR contained or relating to the previous subsections (1) and (2).

**11.11** "Service" means the Lightstep Incident Response offering procured by Customer and confirmed by Company pursuant to a Service Confirmation.

**11.12** "Service Term" means the period of authorized access to and use of the Service, starting on the Effective Date.

## EXHIBIT A

### LIGHTSTEP INCIDENT RESPONSE DATA PROCESSING ADDENDUM

All capitalized terms not defined in this Lightstep Incident Response Data Processing Addendum (“**DPA**”) have the meaning given to them in other parts of the Lightstep Incident Response Terms of Service (“**Terms**”).

#### 1. DEFINITIONS

**1.1 “Data Controller”** means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of Processing of Personal Data. For purposes of this DPA, Data Controller is Customer and, where applicable, its Affiliates either permitted by Customer to submit Personal Data to the Service or whose Personal Data is Processed in the Service.

**1.2 “Data Processor”** means the natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of the Data Controller. For purposes of this DPA, Data Processor is the ServiceNow entity that is a party to the Terms (also, elsewhere in the DPA, “**Company**”).

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

**1.4 “Data Subject”** means an identified or identifiable natural person.

**1.5 “Instructions”** means Data Controller’s documented data Processing instructions issued to Data Processor in compliance with this DPA.

**1.6 “Personal Data”** means any information relating to a Data Subject uploaded by or for Customer or Customer’s agents, employees, or contractors to the Service as Customer Data.

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

**1.8 “Service”** means the Lightstep Incident Response product accessed by Customer pursuant to the Terms.

**1.9 “Sub-Processor”** means any legal person or entity engaged in the Processing of Personal Data by Data Processor. For the avoidance of doubt, ServiceNow’s colocation datacenter facilities are not Sub-Processors under this DPA.

#### 2. SCOPE OF THE PROCESSING

**2.1 ROLES OF THE PARTIES.** The Parties agree that, with effect from the Effective Date, the Parties intend that the applicable data protection roles of the Parties are Company acting as Data Processor and Customer acting as Data Controller. To the extent that an applicable data protection authority or a court with competent jurisdiction determines that Company is a data controller pursuant to Data Protection Laws with respect to the delivery of some or all of the Services, then Company shall comply with data controller related obligations set out in Clauses 3 hereof, and will do so as an independent controller, and not a joint controller with Customer. All other provisions in this DPA apply irrespective of whether Company acts as data controller or data processor

**2.2 COMMISSIONED PROCESSOR.** Data Controller appoints Data Processor to Process Personal Data on behalf of Data Controller as described in the Terms and in accordance with the Instructions.

**2.3 INSTRUCTIONS.** The Terms constitute Data Controller’s written Instructions to Data Processor for Processing of Personal Data.

**2.4 NATURE, SCOPE AND PURPOSE OF THE PROCESSING.** Data Processor shall only Process Personal Data in accordance with Data Controller’s Instructions and to the extent necessary for providing the Service, as described in the Terms.



**2.5** CATEGORIES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS. Data Controller may submit Personal Data to the Service as Customer Data, the extent of which is determined and controlled by Data Controller in its sole discretion and is further described in Appendix 1.

### 3. DATA CONTROLLER

**3.1** COMPLIANCE WITH DATA PROTECTION LAWS. Data Controller shall comply with all of its obligations under Data Protection Laws when Processing Personal Data. Data Controller represents and warrants that it has all necessary rights and a valid legal basis (as defined by applicable Data Protection Laws) to Process Personal Data.

**3.2** CUSTOMER'S AFFILIATES. If Customer has entered into the Terms on behalf of Customer's Affiliates, the obligations of Data Processor set forth herein will extend to Customer's Data Controller Affiliates to which Customer provides access to the Service or whose Personal Data is Processed within the Service, subject to the following conditions:

**3.2.1.** COMPLIANCE. Customer shall at all times be liable for its Affiliates' compliance with this DPA and all acts and omissions by a Data Controller Affiliate are considered acts and omissions of Customer.

**3.2.2.** CLAIMS. Customer's Data Controller Affiliates will not bring a claim directly against Data Processor. In the event a Data Controller Affiliate wishes to assert a valid legal action, suit, claim or proceeding against Data Processor (a "**Data Controller Affiliate Claim**"): (i) Customer must bring such Data Controller Affiliate Claim directly against Data Processor on behalf of such Data Controller Affiliate, unless Data Protection Laws require that Data Controller Affiliate be party to such Data Controller Affiliate Claim; and (ii) all Data Controller Affiliate Claims will be considered claims made by Customer and are at all times subject to any aggregate limitation of liability set forth in the Terms.

**3.3** SECURITY RISK ASSESSMENT. Data Controller agrees that in accordance with Data Protection Laws, it will perform a reasonable risk assessment to determine whether the security measures within the Service provide a reasonable level of security, taking into account the nature, scope, context and purposes of the processing, the risks associated with the Personal Data and the applicable Data Protection Laws. Data Processor shall provide Data Controller reasonable assistance by providing Data Controller with information requested by Data Controller to conduct Data Controller's security risk assessment.

**3.3.1.** COMMUNICATION. Unless otherwise provided in this DPA, all requests, notices, cooperation, and communication, including Instructions issued or required under this DPA (collectively, "**Communication**"), must be in writing and between Customer and Company only and Customer shall inform the applicable Data Controller Affiliate of any Communication from Company pursuant to this DPA. Customer shall be solely responsible for ensuring any Communications (including Instructions) it provides to Company relating to Personal Data for which a Customer Affiliate is Data Controller reflect the relevant Customer Affiliate's intentions

**3.4** NOTICE AND CONSENT. Data Controller shall provide adequate notices and obtain the necessary permissions and consents to provide any Personal Data to Data Processor for use and disclosure. If Data Controller records or monitors telephone calls, SMS messages, or other communications using the Service, then Data Controller will: (i) comply with all applicable laws, including Data Protection Laws, prior to doing so, and (ii) provide all required notices and secure all required prior consents to record or monitor communications using the Service. Subject to the Terms, Data Controller acknowledges that these obligations are essential to Data Processor (and its Sub-Processors) ability to provide Data Controller with access to recording and monitoring features that may be part of the Service

### 4. DATA PROCESSOR

**4.1** DATA CONTROLLER'S INSTRUCTIONS. Data Processor will have no liability for any harm or damages resulting from Data Processor's compliance with unlawful Instructions received from Data Controller. Where Data Processor believes compliance with Data Controller's Instructions could result in a violation of Data Protection Laws or is not in the ordinary course of Data Processor's obligations in operating the Service, Data Processor shall promptly notify Data Controller thereof. Data Controller acknowledges Data Processor is reliant on Data Controller's representations regarding

the extent to which Data Controller is entitled to Process Personal Data.

**4.2** DATA PROCESSOR PERSONNEL. Access to Personal Data by Data Processor will be limited to personnel who require such access to perform Data Processor's obligations under the Terms and who are bound by obligations to maintain the confidentiality of such Personal Data at least as protective as those set forth herein and in the Terms.

**4.3** DATA SECURITY MEASURES. Without prejudice to Data Controller's security risk assessment obligations under Section 3.3 (Security Risk Assessment) above, Data Processor shall maintain reasonable technical and organizational safeguards to protect the security, confidentiality, and integrity of Customer Data, including any Personal Data contained therein.

**4.4** MONITORING AND SUPPORT. Processor and its Sub-Processors may use Customer Data to detect, prevent, and investigate security incidents, fraud, spam, or unlawful use of the Services by third-parties and support the Services by responding to Customer's technical problems or queries.

**4.5** TERMINATION OF ACCESS. Upon termination or expiration of the Terms, Data Processor shall delete Customer Data, including Personal Data contained therein, as described in the Terms.

**4.6** DATA PROCESSOR ASSISTANCE. Data Processor will assist Data Controller in ensuring compliance with Data Controller's obligations pursuant to Data Protection Laws taking into account the nature of Processing by providing Data Controller with reasonable information requested pursuant to the terms of this DPA, including information required to conduct Data Controller's data protection impact assessments and prior consultations with supervisory authorities, where required. For clarity, Data Controller is solely responsible for carrying out its obligations under Data Protection Laws and this DPA. Data Processor shall not undertake any task that can be performed by Data Controller.

**4.7** DATA PROTECTION CONTACT. ServiceNow and its Sub-Processor Affiliates (defined below) will maintain a dedicated data protection team to respond to data protection inquiries throughout the duration of this DPA and can be contacted at [privacy@servicenow.com](mailto:privacy@servicenow.com).

## 5. REQUESTS MADE FROM DATA SUBJECTS AND AUTHORITIES

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

**5.2** RESPONSES. Data Controller will be solely responsible for responding to any Data Subject Requests, provided that Data Processor shall reasonably cooperate with the Data Controller to respond to Data Subject Requests to the extent Data Controller is unable to fulfill such Data Subject Requests using the available functionality. Data Processor will instruct the Data Subject to contact the Customer in the event Data Processor receives a Data Subject Request directly.

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

## 6. BREACH NOTIFICATION

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

**6.2** REPORT. The initial report will be made to Data Controller's security or privacy contact(s) designated in customer support portal (or if no such contact(s) are designated, to the primary technical contact designated by Customer). As information is collected or otherwise becomes available, Data Processor shall provide without undue delay any further information regarding the nature and consequences of the Breach to allow Data Controller to notify relevant parties,

including affected Data Subjects, government agencies and data protection authorities in accordance with Data Protection Laws. The report will include the name and contact information of the Data Processor contact from whom additional information may be obtained. Data Processor shall inform Customer of the measures that it will adopt to mitigate the cause of the Breach and to prevent future Breaches.

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

## 7. SUB-PROCESSORS

**7.1 USE OF SUB-PROCESSORS.** Data Controller authorizes Data Processor to engage Sub-Processors appointed in accordance with this Section 7.

**7.1.1. CURRENT SUB-PROCESSORS.** As of the Effective Date, Data Processor engages, as applicable, Pendo.io, Inc., Segment.io, Inc., Twilio, Inc., and the following ServiceNow Affiliates as Sub-Processors: ServiceNow, Inc. (USA), ServiceNow Nederland B.V. (the Netherlands), ServiceNow Australia Pty Ltd (Australia), ServiceNow Software Development India Private Limited (India), ServiceNow UK Ltd. (United Kingdom), ServiceNow Ireland Limited (Ireland), and ServiceNow Japan G.K. (Japan) (collectively, "**Sub-Processor Affiliates**"). Data Processor will notify Data Controller of changes regarding such Sub-Processors and Sub-Processor Affiliates through Data Processor's support portal (or other mechanism used to notify its general customer base). Each Sub-Processor shall comply with the obligations of the Terms in the Processing of the Personal Data.

**7.1.2. NEW SUB-PROCESSORS.** Prior to Data Processor or a Data Processor Affiliate engaging a Sub-Processor, Data Processor shall: (a) notify Data Controller by email to Customer's designated contact(s) or by notification within its support portal (or other mechanism used to notify its customer base); and (b) ensure such Sub-Processor entered into a written agreement with Data Processor (or the relevant Data Processor Affiliate) requiring the Sub-Processor abide by terms no less protective than those provided in this DPA.

**7.1.3. RIGHT TO OBJECT.** Data Controller may object to Data Processor's proposed use of a new Sub-Processor by notifying Data Processor within 10 days after receipt of Data Processor's notice if Data Controller reasonably determines such Sub-Processor is unable to Process Personal Data in accordance with the terms of this DPA ("**Objection Notice**") and Customer may choose to terminate use of the Service. Company will, as Customer's sole and exclusive remedy, refund to Customer any unused prepaid fees following the effective date of termination for the terminated Service, provided that Customer shall pay Service fees for any Services consumed up to the termination date.

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

## 8. INTERNATIONAL DATA TRANSFERS

**8.1 STANDARD CONTRACTUAL CLAUSES AND ADEQUACY.** Where required under Data Protection Laws, Data Processor shall abide by, and Data Processor or Data Processor's Affiliates shall require Sub-Processors to abide by (a) the Standard Contractual Clauses for Data Processors established in third countries; or (b) another lawful mechanism for the transfer of Personal Data as approved by the European Commission.

## APPENDIX 1 DETAILS OF PROCESSING

### Duration of Processing

Data Processor will Process Personal Data for the duration of the Service Term and in accordance with Section 4 (Data Processor) of thisDPA.

### Data Subjects

Data Controller may submit Personal Data to the Service, the extent of which is solely determined by Data Controller, and may include Personal Data relating to the following categories of Data Subjects:

- clients and other business contacts;
- employees and contractors;
- subcontractors and agents;and
- consultants and partners.

### Categories of Personal Data

Data Controller may submit Personal Data to the Service, the extent of which is solely determined by Data Controller, and may include the following categories:

- communication data (e.g. telephone, email);
- business and personal contact details; and
- other Personal Data submitted to the Service.

### Special Categories of Personal Data

Data Controller may submit Special Categories of Personal Data to the Service, the extent of which is solely determined by Data Controller in compliance with Data Protection Laws, and may include the following categories, if any:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade union membership;
- genetic data or biometric data;
- health information; and
- sex life or sexual orientation.

### Processing Operations

The personal data transferred is subject to the following basic processing activities:

All activities necessary for the performance of the Terms