ITSM | ServiceNow

1. Definitions

In this section:

(a) **Ancillary Software** means software licensed to the Customer that is deployed on machines operated by or for the Customer to facilitate operation of the Subscription Services or interoperation of the Subscription Services with other software, hardware, or services. Ancillary Software may include code that is licensed under third-party license agreements, including open source made available or provided with the Ancillary Software.

(b) **Confidential Information** means, in this Proposal:

(1) ServiceNow Core Technology;

(2) any information of ServiceNow that is disclosed in writing or orally and is designated as 'Confidential' or 'Proprietary' at time of disclosure (and, for oral disclosures, summarised in writing within 30 days of initial disclosure and delivered in written summary form to the receiving party), or that, due to the nature of the information or circumstances of disclosure, receiving party would understand it to be disclosing party's confidential information; and

(3) the specific terms of the ITSM Agreement.

(c) Confidential Information excludes any information that:

(1) is or becomes generally known to the public through no fault or breach of the ITSM Agreement;

(2) was already rightfully in Customer's possession, without restriction on use or disclosure, when the Customer received it in accordance with the ITSM Agreement and this Proposal;

(3) is independently developed by the Customer without use of ServiceNow's Confidential Information; or

(4) was or is rightfully obtained by the Customer, without restriction on use or disclosure, from a third party not under a duty of confidentiality to disclosing party.

(d) **Documentation** means the then-current ServiceNow product documentation relating to the operation and use of the Subscription Services or Ancillary Software published by ServiceNow at https://docs.servicenow.com or its successor website. Documentation

includes technical program or interface documentation, user manuals, operating instructions, and release notes.

(e) **ITSM Agreement** means the Master Ordering Agreement between Cenitex and ServiceNow (as varied from time to time by those parties), and includes any order form or statement of work entered into by Cenitex and ServiceNow under that Agreement.

(f) **ServiceNow** means ServiceNow Australia Pty Ltd

(g) ServiceNow Core Technology means:

    (1) the Subscription Services, Ancillary Software, Documentation, and 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, ServiceNow; and

    (2) updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals.

(h) **Subscription Services** means the ServiceNow software-as-a-service offerings ordered by Cenitex that are access or used by the Customer under this Proposal.

2. Access and use rights

(a) Subject to these CTP Terms, the Customer is authorised to access and use the Subscription Services during the Services Term solely for the Customer's internal business purposes in accordance with the Documentation. The Customer will not otherwise access or use the Subscription Services in a manner exceeds Cenitex's authorised access and use rights, as set out in the ITSM Agreement.

(b) The Customer is granted a limited, personal, worldwide, non-sublicensable, non-transferable, non-exclusive, royalty-free licence during the Services Term to install and execute Ancillary Software on machines operated by or for the Customer, solely to facilitate the Customer's authorised access to and use of the Subscription Service.

3. Restrictions

With respect to the ServiceNow Core Technology, the Customer will not (and will not permit others to):

(a)   use it in excess of contractual usage limits (including as set forth in the ITSM Agreement), or in a manner that circumvents usage limits or technological access control measures;

(b)   license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties (including this clause 3);

(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;

(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.

Before the Customer engages in any of the acts set out in paragraphs (a) to (i) above that it believes it may be entitled to, the Customer will provide Cenitex, and reasonably requested information to allow Cenitex and ServiceNow to assess Customer's claim

4.   **Third Party Service Providers**

The Customer may permit third party service providers of products and services (**Service Providers**) to use the Subscription Services for the limited purpose of supporting Customer and Customer Affiliates' operations, provided that such Service Providers agree to comply with the CTP Terms in this Proposal.

5.   **Use verification**

ServiceNow may remotely review the Customer's use of the Subscription Services, and on Cenitex's written request, the Customer will provide reasonable assistance to verify Cenitex's compliance with the ITSM Agreement, and access to and use of the Subscription Services. If ServiceNow determines that Customer has exceeded its permitted access and use rights to the Subscription Services, Cenitex will notify the Customer, and within 15 days of that notification, the Customer will either:

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(a)   disable any unpermitted use; or

(b)   request that Cenitex purchase additional subscriptions commensurate with the Customer's actual use.

6.   Confidentiality

Where the Customer is the recipient of Confidential Information, the Customer will:

(a)   at all times protect it from unauthorised disclosure with the same degree of care that it uses to protect its own confidential information, and in no event use less than reasonable care;

(b)   not use it except to the extent necessary to exercise rights or fulfill obligations set out in this Proposal; and

(c)   at Cenitex's request, and, acting reasonably, return all originals, copies, reproductions, and summaries of the Confidential Information and other tangible materials and devices provided to the Customer, or at Cenitex's option, certified destruction of that Confidential Information.

7.   Column encryption

Where applicable, the Customer will use the column encryption feature of the Subscription Services to encrypt Customer data consisting of sensitive data, such as credit card and account information, sensitive financial information and health information.