

ITSM (ServiceNow)	ServiceNow	<p>ITSM ServiceNow</p> <p>1. Definitions</p> <p>In this section:</p> <p>(a) Ancillary Software means software licensed to the Customer that is typically deployed on machines operated by or for the Customer to enable access to and use of the Subscription Services or interoperation of the Subscription Service or facilitate the interoperation of the Subscription Service with other software, hardware, or services. Ancillary Software may include or be provided with code that is licensed under third-party license agreements, including open source software.</p> <p>(b) Confidential Information means, in this Proposal:</p> <ol style="list-style-type: none">(1) ServiceNow Core Technology;(2) information marked as confidential;(3) information which by its nature is confidential, is known to be confidential or which the party ought to have known was confidential and(4) the specific terms of the ServiceNow Agreement. <p>(c) Confidential Information excludes any information that:</p> <ol style="list-style-type: none">(1) is trivial or obvious;(2) is or becomes generally publicly known through no fault or breach of the ServiceNow Agreement;
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		<p>(3) was already rightfully in Customer’s possession, without restriction on use or disclosure, when the Customer received it in accordance with the ServiceNow Agreement and this Proposal;</p> <p>(4) was published or otherwise becomes part of the public domain other than through a break of the ServiceNow Agreement;</p> <p>(5) is independently developed by the Customer without use of ServiceNow’s Confidential Information.; or</p> <p>(d) the Customer obtains (rightfully and without restriction on use or disclosure) from a third party entitled to make the disclosure; Documentation means the then-current ServiceNow 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 is limited to technical program or interface documentation, user manuals, operating instructions, and release notes.</p> <p>(e) ServiceNow means ServiceNow Australia Pty Ltd</p> <p>(f) ServiceNow Agreement means the State Purchase Contract Agreement for the provision of nominated ServiceNow Products and Services between the State of Victoria through the Department of Government Services and ServiceNow dated 13 November 2023 , and includes any order ‘Customer Order Contract’ or other contract document entered into by Cenitex and ServiceNow under that Agreement</p> <p>(g) ServiceNow Core Technology means:</p>
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		<ul style="list-style-type: none">(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. <p>(h) Subscription Services means the ServiceNow software-as-a-service offerings ordered by Cenitex that are accessed or used by the Customer under this Proposal.</p> <p>2. Access and use rights</p> <ul style="list-style-type: none">(a) Subject to these CTP Terms, the Customer is authorised to access and use the Subscription Services during the Subscription Term solely for the Customer’s internal business purposes (including carrying out, or exercising, the functions or powers of Customer) in accordance with the Documentation. The Customer will not otherwise access or use the Subscription Services in a manner that exceeds Cenitex’s authorised access and use rights, as set out in the ServiceNow Agreement.(b) The Customer is granted a limited, personal, worldwide, non-sublicensable, non-transferable, non-exclusive, royalty-free licence during the Subscription Term to install, use and execute Ancillary Software on machines operated by or for the Customer,
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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 ServiceNow Agreement), or in a manner that circumvents use 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 in violation of Law (including those applicable to collection and processing of Customer data through the Subscription Service)
- (h) 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;

		<ul style="list-style-type: none">(i) 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 knowingly or recklessly disrupt its security, integrity, or operation (provided that if Customer unknowingly/unintentionally does the foregoing, Customer will promptly remedy); or(j) access or disable any ServiceNow or third-party data, software, or network. <p>Before the Customer engages in any of the acts set out in paragraphs (a) to (j) above that it believes it may be entitled to, the Customer will provide Cenitex, any . reasonably requested information to allow Cenitex and ServiceNow to assess Customer’s claim.</p> <p>4. Third Party Service Providers</p> <p>The Customer may permit third party service providers of products and services (Service Providers) to access and 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.</p> <p>5. Use verification</p> <p>ServiceNow may remotely review the scope of 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 ServiceNow 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:</p> <ul style="list-style-type: none">(a) disable any unpermitted use; or
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- (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 at least 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;
- (c) the Customer's confidentiality obligations will remain in effect during and for 7 years after termination of the order contract entered into by Cenitex on behalf of the Customer in accordance with the ServiceNow Agreement; and
- (d) 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, including but not limited to credit card and account information, sensitive financial information and health information.

