

09/27/2022

Swathi G
#144 Ward No-2, Kamakshamma layout, Yelahanka Old Town
Bengaluru, Karnataka 560064
India

Dear Swathi,

Employment Offer Letter

It is my pleasure to offer you the position of Assoc Software QA Engineer within the ITOM QE with ServiceNow Software Development India Private Limited (the “**Company**”), on the conditions set out below.

You will be based at The Fairway, 6th Floor, Survey No 10/1, 11/2 and 12/2B, Challaghatta Village, Bengaluru, Karnataka-560071, India. Your manager and place of work may change from time to time depending on the needs of the organization and its ability to adapt to market conditions.

This letter summarises some of the headline points but the full details of your employment are documented in the letter of appointment (the “**Employment Contract**”) which is enclosed for your information. Your start date has been tentatively scheduled for 10/03/2022. This offer letter should be read in conjunction with the Employment Contract.

Your annual base salary (total fixed compensation) will be INR 1,050,000.00 per annum, paid in monthly instalments into your bank in arrears on the last working day of each month or on such other date within such month as may otherwise be notified by the Company. The Company shall make such deductions from your remuneration as shall be required by law. The detailed breakup of the Annual Cost to Company is annexed to this Offer Letter as an Annexure.

You will be eligible to participate in the Company’s Corporate Incentive Bonus Plan (the “**Bonus Plan**”) and your annual incentive bonus target of INR 105,000.00 which is 10% of your base salary, is payable based upon Company and individual performance. Your eligibility and compensation under the Bonus Plan will be governed under the terms of the Bonus Plan and applicable Company policy, as established from time to time. The payment of any bonus (if any) and its amount shall be at the absolute discretion of the Company. To be eligible to earn and/or receive a bonus payment, you must be actively employed by the Company on the bonus payment date and not have given or received notice of termination (whether lawfully or otherwise) on or before the bonus payment date. The Company reserves the right to review, amend or replace the Bonus Plan at any time. All eligible employees will be notified of such amendment.

You will receive a one-time payment of INR 150,000.00 (gross) to assist in your relocation from your current location to Bangalore. Relocating requires a substantial investment by ServiceNow. Therefore, if you voluntarily terminate your employment or your employment is terminated by the Company for cause within 12 months of commencement of your employment, you will be required to repay ServiceNow the total gross amount of the Relocation Allowance. For the purpose of this agreement, “Cause” shall mean: (i) your failure to substantially perform your assigned duties, other than failure resulting from your death or complete incapacity due to physical or mental illness or impairment; (ii) an act by you that constitutes misconduct and that may be, in ServiceNow’s sole

discretion, injurious in any way to ServiceNow; (iii) a material violation by you of any law or regulation relating to the business of ServiceNow; or (iv) a breach by you of the fiduciary duty to ServiceNow. In the event that the repayment is triggered, you agree to repay any and all amounts due within 10 calendar days following the termination of your employment and you hereby authorize the Company to withhold such amount from any amounts owed to you by the Company, to the extent legally permitted. You further agree to execute any documents and/or agreements necessary at the time the reimbursement is triggered to authorize the Company to withhold such amount from any amounts owed to you by the Company, to the extent legally permitted.

Sign-On Bonus

Additionally, you will be eligible to earn a one-time sign-on bonus of INR 150,000.00 (gross) (the "Sign-On Bonus") subject to all applicable taxes and withholdings, provided that you complete one (1) year of employment with the Company. Sign On bonus will be paid in 2 instalments. The Company will advance the 1st payment of INR 50,000 to you within two (2) regular payroll periods following the completion of thirty (30) days of employment and the 2nd instalment of INR 100,000 will be paid in the 13th month of your employment. The Sign-On Bonus is being advanced to you by the Company and is not earned until you have completed one (1) year of employment with the Company. You understand and agree that if you voluntarily terminate your employment with the Company for any reason or your employment is terminated by the Company for gross misconduct prior to the completion of one (1) year of employment, you will be required to reimburse the Company the total gross amount of the Sign-On Bonus advanced to you. In the event the reimbursement is triggered, you agree to repay any and all amounts due within ten (10) calendar days following the termination of your employment and you hereby authorize the Company to withhold such amount from any amounts owed to you by the Company, to the extent legally permitted. You further agree to execute any documents and/or agreements necessary at the time the reimbursement is triggered to authorize the Company to withhold such amount from any amounts owed to you by the Company, to the extent legally permitted.

You shall be on a probationary period for the first 6 (six) months of employment and during this time your notice shall be two (2) weeks on either side. During the probationary period, the Company may terminate your services by paying you two (2) weeks' salary in lieu of notice. Thereafter, your notice period shall increase to one (1) month. After the probationary period, the Company may termination your services by paying you one (1) month's salary in lieu of notice.

You will be eligible for eighteen (18) days' annual leave. Your annual leave will accrue rateably from your date of hire. Any time off requires approval by your manager. The maximum period of vacation that may be taken at one time is 2 weeks. In addition to annual leave, you will be entitled to the paid national and festival holidays as declared by the Company.

You will be eligible for the following benefits over and above the annual base salary (total fixed compensation), detailed breakup of the benefits is mentioned in the Annexure:

- To participate in the Company's employee benefits program, which covers all employee benefits mandatory under various legislations in India including medical insurance cover and life & disability insurance cover, provident fund, gratuity, maternity benefits (only for female employees), etc. You shall be provided with full details, shortly after joining.
- As part of the benefits scheme, the Company will contribute to the Employee Provident Fund Scheme and will also provide all the necessary benefits, including Gratuity as per the

prevailing legislation.

- Benefits, if any, which have not been mentioned specifically herein, will be communicated to you periodically by the Company;
- Provision of a company laptop.
- We currently do not have a corporate mobile phone plan in Asia Pacific & Japan Region. In the meantime, we would ask that you use your personal mobile phone and expense your business calls through the monthly claimable expenses process.

This offer is conditional on the following:

- A copy of your picture page in your passport and the page with the permanent address;
- A copy of the Permanent Account Number (PAN) Card, issued by the Income Tax Authorities in India;
- A copy of all the testimonials and certificates;
- Copy of last pay slip, relieving letter / acceptance of resignation from your current employer;
- You will provide a copy of Form 16 to the Company as soon as you receive the same from your previous employer. The onus of providing Form 16 will rest upon you and not on the Company;
- You have disclosed details of post-termination restrictive covenants from previous employer which may affect your ability to either accept the offer of employment or perform the role that you have been offered with the Company.
- You signing and returning to us, a copy of this offer letter together with the Employment Contract before you begin your employment with the Company.
- The Company receiving two references from former employers (one of which must be from your current employer) which it considers satisfactory.
- You complete and pass a standard background check, via a third party background checking agency, which will be provided with your CV and contact details, on acceptance of this offer.

This offer may be withdrawn, if any, of the above conditions are not satisfied.

By accepting this offer, you confirm that you are able to accept this job and carry out the work that it would involve without breaching any legal restrictions on your activities. Once you begin your employment with the Company, you agree to adhere to all its policies, procedures, guidelines and work instructions.

I very much hope that you will accept this offer of employment. If you wish to do so, please sign copies of this letter and the enclosed contract of employment and return to Rucha Kurade by email at ruchagovind.kurade@servicenow.com. This offer is open for you to accept until 09/30/2022, at which time it will be deemed to be withdrawn.

We greatly look forward to you joining the ServiceNow team and feel confident you can look forward to a rewarding career with the Company!

Yours sincerely,

For ServiceNow Software Development India Pvt. Ltd



Ilango AP
Director, India HR

I, **Swathi G**, accept this position as offered and agree to all the terms and conditions described herein:

DocuSigned by:



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Signature

Date

ANNEXURE

Detailed Break Up of the Annual Cost to Company Swathi G

Components	Amount INR (Per Annum)
A. Basic salary	INR 420,000.00
B. Flexible Benefit Plan (FBP) *	INR 630,000.00
C. Annual Base Salary (A+B)	INR 1,050,000.00
D. Annual Target Bonus	INR 105,000.00
E. Company's contribution to PF **	INR 50,400.00
F. Company's contribution to Gratuity ***	INR 20,202.00
Total Cost to Company (C +D+ E+ F)	INR 1,225,602.00

* The components of the Flexible Benefit Plan and Additional Benefits are set out in Appendix I below.

** In accordance with the Provident Funds and Miscellaneous Provisions Act, 1952 ("EPF Act")

*** In accordance with the Payment of Gratuity Act, 1972

For International Worker Only****

As per the EPF Act, membership to the Provident Fund is mandatory for all International Workers. Exclusion from the EPF Act, if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes your contribution to the Provident Fund, appropriate deductions will be made from your monthly salary for Provident Fund contributions as per applicable laws/regulation in existence, as may be amended from time to time. Withdrawal (if any) from Provident Fund is regulated by the Government of India and is subject to approvals from the authorities and prevailing laws, as may be amended from time to time. Any person desirous of such withdrawal will need to comply with applicable law and procedures laid down by the authorities.

****As defined by applicable law from time to time.

Appendix I

Flexible Benefit Plan	Component	Guideline
	House Rent Allowance (HRA)	Maximum allocation of up to 40% of basic pay
	Leave Travel Assistance (LTA)	Maximum allocation of up to 15% of basic pay as reimbursement of any costs (excluding food and stay) incurred during travel within India for a maximum of two trips in a period of four years
	Fuel and Car Maintenance Allowance	Maximum allocation of up to INR 1,800 (below 1600cc) and INR 2,400 (above 1600cc) as a reimbursement towards fuel expenses of your personal vehicle for business use only
	Driver Allowance	Maximum allocation of up to INR 900 per month, as a reimbursement for any driver hired while using your personal vehicle for business use
	Professional Pursuit Allowance	Maximum allocation of up to INR 1,500 per month to be paid towards Professional training and development
	Internet Allowance	Maximum allocation of up to a INR 1,500 per month towards your Internet expenses

Additional Benefits	Component	Description
	Group Medical Insurance	Group Medical Coverage of INR 500,000 for family. (Family includes Self + Spouse + Children+2 Dependent Parents or 2 Dependent-in-Laws) Policy Includes Out Patient treatment limit of INR 15,000 per family per annum. All dental and vision procedures are covered
	Top Up Insurance	Top Up Insurance benefit can be availed over and above the Group Medical Policy for variant sum insured of INR 3 Lakhs, INR 5 Lakhs, INR 7 Lakhs, INR 10 Lakhs (Premium to be borne by employee)
	Annual Health Check*	Free Annual Health Check
	Personal Accident Insurance*	Sum Insured is 3 X Annual Base Salary
	Term Life Insurance*	Sum Insured is 3 X Annual Base Salary
	National Pension Scheme	National Pension Scheme can be availed as per the law and company policy
	Voluntary Provident Fund	Voluntary Provident Fund can be availed as per the law and company policy

*For employee only

09/27/2022

Swathi G
#144 Ward No-2, Kamakshamma layout, Yelahanka Old Town
Bengaluru, Karnataka 560064
India

Dear Swathi,

Letter of Appointment

We, ServiceNow Software Development India Private Limited bearing Corporate Identification Number (CIN) U72900TG2014FTC092163 (the "**Company**"), are pleased to offer you employment as Assoc Software QA Engineer with the Company upon the following terms and conditions (the "**Agreement**"). This Agreement together with our offer letter dated 09/27/2022 (the "**Offer Letter**") constitutes the terms of your employment. In the event of any conflict with the Offer Letter this Agreement shall prevail.

1 Appointment

- 1.1 This Agreement will commence with effect from 10/03/2022 and shall continue to be in effect unless otherwise terminated in accordance with the terms and conditions herein.
- 1.2 The Company shall have the right, at its sole discretion, to assign you to other tasks, to change the location of the place of work and to modify your reporting and organizational structure as may be reasonably necessary to respond to changing business needs. You will perform all acts, duties and obligations, and will comply with such orders as may be assigned by the Company which are reasonably consistent with your position. The Company may, from time to time, require you to perform duties normally undertaken by other employees or contractors, including different or additional duties, but not duties which you cannot reasonably perform.
- 1.3 The Company may require you (as part of your duties) to perform duties or services not only for Company but also for any Group Company where such duties or services are of a similar status to or consistent with your position with the Company. The Company may at its sole discretion assign your employment to any Group Company on the same terms and conditions as set out, or referred to, in this Agreement.
- 1.4 "Group Companies" in this Agreement means the Company, its subsidiaries or subsidiary undertakings, any holding company or parent undertaking and any subsidiary or subsidiary undertaking of any holding company or parent undertaking and "Group Company" means any of them.

2. Status of Employment

You will be required to serve a probationary period of six (6) months, during which your employment with the Company may be terminated by either party giving to the other two (2) weeks' written notice or paying base salary in lieu thereof, subject to the relevant provisions of Clause 12.2. The probationary period may be reduced or extended at the

discretion of the Company.

3 Salary

3.1 You will be paid an Annual Base Salary of INR 1,050,000.00 per annum, payable monthly in arrears (or such other amounts as may from time to time be agreed in writing) by crediting your bank account on the last working day of each month or on such other date within such month as may otherwise be notified by the Company. The detailed breakup of the Annual Base Salary (Total Fixed Compensation) and the benefits which are over and above the Annual Base Salary (Total Fixed Compensation) is given in our offer letter dated 09/27/2022 (the "**Offer Letter**"). Your Annual base Salary shall be subject to an annual review in accordance with Company policy, at the sole discretion of the Company.

3.2 You will be eligible to participate in the Company's Corporate Incentive Bonus Plan (the "Bonus Plan") and your annual incentive bonus target of INR 105,000.00 which is 10% of your base salary, is payable based upon Company and individual performance. Your eligibility and compensation under the Bonus Plan will be governed under the terms of the Bonus Plan and applicable Company policy, as established from time to time. The payment of any bonus (if any) and its amount shall be at the absolute discretion of the Company. To be eligible to earn and/or receive a bonus payment, you must be actively employed by the Company on the bonus payment date and not have given or received notice of termination (whether lawfully or otherwise) on or before the bonus payment date. The Company reserves the right to review, amend or replace the Bonus Plan at any time. All eligible employees will be notified of such amendment.

3.3 The Company shall have the right to deduct from your remuneration any inadvertent overpayment of salary or other relevant payments under this Agreement. You will be responsible and liable for payment of all income and related taxes on your salary, fees and any other payment received by you under this agreement and/or during your employment with the Company.

4 Hours of Work

Your working hours shall be such hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company and shall include the hours from 9.00 a.m. to 6.00 p.m. (subject to a lunch break of one hour), Monday to Friday in each week. The Company's basic work hours are forty (40) hours per week. However, you acknowledge, having regard to the Company's operational requirements and the nature of your role that you are required to work additional hours or undertake particular work patterns are reasonable.

5 Annual Leave

5.1 You shall be entitled to eighteen (18) days of paid annual leave (per calendar year). The annual leave can be carried forwarded to a succeeding year up to a maximum of thirty (30) days. In addition to annual leave, you shall be entitled to the national and festival holidays as declared by the Company. All such holidays may be changed from time to time. The Company will publish the list of holidays to be granted in a calendar year before the commencement of that calendar year.

- 5.2 Effective on the date herein and until termination of your employment, you will be treated as having accrued your 18 days' annual leave on a pro-rated basis for each completed month of service in such calendar year, calculated by reference to the date herein or last date at work (as applicable). You will be given encashment of any accrued and accumulated/un-availed annual leave at the time of your exit from employment.
- 5.2 You may be allowed to avail annual leave in advance (i.e., before it accrues to you), up to a maximum of the annual leave entitlement for that calendar year. However, if you have availed annual leaves in excess of your accrued annual leave entitlement, the remuneration paid by the Company in respect of such excess leaves shall be treated as an advance on your salary or as an overpayment, which will be deducted from any sums due to you upon your exit.
- 5.3 All time off must be approved in advance by your manager and submitted in the Company's HR system, and taking time off without such approval shall be treated as unauthorized absence (resulting in loss of pay for such duration). The maximum amount of annual leave that may be taken at any one time is two (2) weeks. In the event of a long term sickness absence during which you are absent from work for an entire calendar year or any part thereof, you will be deemed to have taken your accrued annual leave on the first eighteen (18) working days of that year or the relevant leave period.
- 5.4 In case of any relocation or transfer, you agree that your annual leave entitlement, national and festival holidays as well as sick leave entitlements (set out below) may be changed by the Company in accordance with the local policies and/or statutory requirements applicable to the place of relocation / transfer.
- 6 Sick Leave
- 6.1.1 You shall be entitled to a maximum of twelve (12) days paid sick leave during every twelve months of continuous service in addition to the eligible paid annual leave. In order to be eligible for paid sick leave, you must comply with the requirements of clause 6.2 below.
- 6.1.2 In the event of absence for the reason of illness or accident or any other unplanned personal emergencies, you shall immediately notify the Company by telephone. Such notice should be provided to your manager before the date of absence where circumstances permit, or as soon as possible on the first day of absence (preferably within one hour of commencement of the Company's business hours, if not earlier). Further, in case the leave availed for these reasons exceeds 3 consecutive days, on the date of return to work, a medical certificate (certifying your physical condition) from a Company-nominated registered medical practitioner or from a government hospital or clinic or medical specialists to whom you are referred by a registered medical practitioner, or any other valid proof of your personal emergency, must be delivered to the Company. You must also keep the Company informed about your anticipated date of return to work.
- 6.1.3 Unavailed sick leave cannot be carried forward to the next calendar year or encashed at the time of exit.
- 6.4 Your employment with the Company is contingent on your ability to perform the essential

functions of your job. Hence, the Company may require you to undergo a medical examination from time to time and submit a medical report certifying your fitness to perform your duties and obligations.

7. Maternity and Paternity Leave

- 7.1 MATERNITY LEAVE: Subject to compliance with the prevailing statutory requirements under the Maternity Benefit Act, 1961 and the amendments thereof, female employees are eligible for a maximum of twenty six (26) weeks of paid maternity leave of which not more than eight (8) weeks shall precede the date of their expected delivery. However, the maximum period entitled to maternity benefit by a female employee having two or more surviving children shall be twelve (12) weeks of which not more than six (6) weeks shall precede the date of her expected delivery.

Further, a female employee who is a commissioning mother (A biological mother who uses her egg to create an embryo implanted in any other woman) or an adopting mother who had adopted a child having age not more than three (3) months, shall be entitled to maternity leave for a period up to twelve (12) weeks from the date on which the child is handed over to the adopting mother or the commissioning mother.

- 7.2 PATERNITY LEAVE: Male employees are eligible for a maximum of 12 weeks of ServiceNow's Paid Parental Leave Program and the said paternity leave shall be taken within one (1) year from the date of birth of the child and can be taken into instalments. Each instalment has to be at least 1 week.

The Employees cannot avail any unused maternity or paternity leave if the time limit for availing the same has been expired and the Company shall not be liable in any manner whatsoever if the concerned employee fails to avail his/her maternity or paternity leave within the prescribed time limit. Further, upon resignation or termination of employment by the employee or employer, the unused maternity or paternity leave will not be counted as part of the prescribed notice period and the same cannot be encashed.

8. Staff Review

Company may provide inputs from time to time.

9 Expenses

- 9.1 The Company shall reimburse you in respect of such expenses as may be incurred by you while engaged in the business of the Company as the Company shall consider reasonable (at its absolute discretion), upon the provision to the Company of proper receipts or other evidence of such expenditure, and all such reimbursements are in accordance with the rules and procedures established by the Company from time to time.

The Company shall reimburse all reasonable travel, hotel and other expenses wholly and exclusively incurred by you in the performance of your duties in accordance with the Company's prevailing travel expense policy subject always to your obligation to furnish receipts, invoices and such other documentary evidence of expenditure.

- 9.2 The Company shall be entitled at any time during your employment, or in the event of termination of employment, to deduct from your compensation or expenses; (i), any monies due from you to the Company including but not limited to any outstanding loans, advances, the cost of repairing any damage or loss to the Company's property caused by you (and of recovering the same), and any sums due from you under this Agreement, and by executing this Agreement, you consent to such deductions; and (ii) any monies ordered by any Court.

10 Retirement

The normal retirement age of an employee in the Company is 60 years. Your employment will terminate automatically at the end of the month in which your 60th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit by the Company doctor.

11 Employee Benefits

You shall be entitled to participate in the employee benefits program, effective from your start date. The terms and conditions of the employee benefit program shall be made available to you shortly after joining. The Company reserves the right to alter the terms as required from time to time.

12 Conduct and Discipline

- 12.1 You shall perform such duties as may from time to time be assigned to you and shall comply with all reasonable directions of the Company.
- 12.2 During your employment, you shall well and faithfully serve the Company and use your utmost endeavours to promote its interests and devote the whole of your time, attention and abilities to its affairs during the hours in which you are required to perform your duties.
- 12.3 You shall not, during the continuation of your employment, engage in any other business, vocation, trade, office, employment or activity (whether paid or unpaid), in the absence of prior written approval from the Company (which may be withheld by the Company at its sole discretion). You shall disclose fully to the Company any and all facts and circumstances in respect of which there is or might be, or which may appear to be, a conflict of interest between the Company or any related corporation and you or persons related to you.
- 12.4 You shall not enter into any pecuniary obligation which would render you financially embarrassed.
- 12.5 The Company assures a smoke free environment and the entire office premises including conference rooms, lobbies and canteen is declared as "No Smoking Zone". The Company will provide a separate area for smokers with specific notification and the smokers will not be allowed to smoke in any other places in the office premises except the notified area.
- 12.6 If you found to be engaged in sexual harassment activities, you will be terminated as soon as you are found guilty by the Internal Compliant Committee of the Company constituted under the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. In such cases, your services could be terminated without any

notice notwithstanding any other terms and conditions stipulated herein. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

12.7 You confirm that you are not bound by any other agreement with any prior or current employer, person or entity that would prevent you from fully performing your duties with the Company, and that you will not during your employment with the Company, or have not during the pre-hire process, use(d) or disclose(d) any proprietary or confidential information, or trade secrets, of your former or concurrent employers or companies.

12.8 You shall:

- 8.a faithfully and diligently perform assigned duties and take actions consistent with such duties;
- 8.b comply with all lawful and reasonable directives of the Company's management team;
- 8.c use your best efforts to promote the interests of any Group Company;
- 8.d promptly and fully inform or explain (in writing, if requested) to the Company's management team, your conduct relating to the interests of any Group Company; and
- 8.e at all times, not make any untrue or misleading statement relating to any Group Company.

12.9 The Company's information systems are consolidated and managed centrally. As a result, your sensitive personal data or information may be transferred around Group Company locations worldwide and to select vendors that provide services to the Company and our workforce. To assure that your sensitive personal data or information privacy is adequately safeguarded, the Company will endeavour to protect the confidentiality and security of individual personal data as required by the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 under the Information Technology Act, 2000. Accordingly, as per the requirement of the above mentioned Rules, you are agreeable to provide your consent in writing to the Company as provided in the Exhibit B of this Agreement for using and transferring of your sensitive personal data or information provided or to be provided by you.

13 Termination

13.1 Subject to Clause 13.2 below, this Agreement may be terminated by you or by the Company upon giving one (1) month's written notice or by the Company paying one (1) month's basic salary in lieu of notice at its discretion. The Company reserves the right to require you not to attend work and/or not to undertake all or any of your duties of employment during any period of notice (whether given by you or the Company). However, the Company shall continue to pay your salary and contractual benefits whilst you remain employed by the Company.

13.2 The Company shall be entitled to terminate your employment immediately upon written notice (but without prejudice to the rights and remedies of the Company for any breach of this Agreement and to your continuing obligations under this Agreement) in any of the following cases:

- 2.a if you are dishonest or engaged in serious or persistent misconduct or without reasonable cause, neglect or refuse to attend to your duties or fail to perform any of your obligations hereunder or breach the terms of this Agreement, or fail to observe the Company's disciplinary rules or any other regulations of the Company from time to time in force;
 - 2.b if you become bankrupt or have a receiving order made against you or make any general composition with your creditors; or
- 13.3 Upon ceasing to be employed by the Company, you shall deliver to the Company any equipment, drawings, notebooks, manuals, documents, computerization of technical data, customer lists, specifications, files, memoranda, or other records of any nature belonging to the Company or any reproduction thereof which may have been provided to you during the course of your employment with the Company, and you shall not undertake or cause any action or deed which might in any way affect the Company's reputation or good standing, or those of its products or services.
- 14 Compliance with Applicable Laws
 - 14.1 You agree to comply with all applicable laws, regulations and governmental orders of India or any other applicable jurisdiction, now or hereafter in effect, relating to your employment by the Company, including but not limited to any bribery laws. Without limit to the foregoing, you represent and warrant that you have not and shall not at any time during your employment with the Company, pay, give or offer or promise to pay or give any money or any other thing of value, directly or indirectly, to or for the benefit of:
 - 1.a any government official, political party or candidate for political office; or
 - 1.b any other person, firm, corporation or other entity with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage in connection with the Company's business.
 - 14.2 Your obligations under this Clause 14 shall survive the expiration or termination of this Agreement.
- 15 Restrictions
 - 15.1 Save as otherwise permitted under the terms of this Agreement, you shall not (unless with the prior written consent in writing of the Board) during your employment with the Company or at any time during the Restricted Period, directly or indirectly, alone or together with other persons, on your own account or in partnership or conjunction with, through or on behalf of any agents, affiliates, intermediaries, joint ventures or alliances:
 - 1.a be engaged, employed or retained by (whether as an employee, manager, director, contractor, subcontractor, or consultant to, for or with) or otherwise be interested directly or indirectly (whether as owner in, leasing to, supplying equipment or

materials, operating or extending credit to) in any Restricted Business within the Restricted Territories (other than as a holder of not more than 5% of the issued shares or debentures of any company listed on any recognised stock exchange);

- 1.b perform any act or do anything or undertake or engage in any Restricted Business or any transaction which would result in competition with the business of the Company or any of its related corporations (collectively, the "Group") in the Restricted Territories, including without limitation:
 - a.i serving as a director on the board of any unrelated or third-party company engaged in Restricted Business in the Restricted Territories;
 - a.ii being interested in any project or proposal for the acquisition or development of or investment in:
 - (A) any business or asset in which any member of the Group was during your employment considering to acquire, turn to account, develop or invest, unless: (1) your employment with the Company has already ceased or terminated; and (2) the Group had formally decided against such acquisition, turn to account, development or investment in, such business or asset; or
 - (B) any asset of any Group Company, unless: (1) your employment with the Company has already ceased or terminated; and (2) such asset is offered by the relevant Group Company for sale to, turning to account or development by third parties;
 - (iii) soliciting or enticing away any customer or supplier of the Group whom you had personally or directly dealt within the 12 months preceding the termination of your employment (or if the period of the employment is less than 12 months, then this reduced period);
 - (iv) using in the Restricted Territories any name or trading style which is the same as or similar to any of the trade or service marks of the Group or any brand name or proposed brand name of any of the Group's products or proposed products, or representing yourself as being connected with or carrying on or continuing the business of any member of the Group or its business for any purpose whatsoever;
- c canvassing or soliciting in the Restricted Territories, in competition with the business of the Company, the custom of any person, firm or company, who was a customer or supplier of the Company at any time within the last 12 months of your employment with the Company (or if the period of the employment is less than 12 months, then this reduced period), or procuring such customer or supplier to reduce or cease to continue its business dealings and/or transactions with the Company or any member of the Group;
- d inducing or seeking to induce any Restricted Employee to cease employment with the Company or any member of the Group or to cease to be engaged, employed or

retained by (in any capacity) or otherwise be interested directly or indirectly in any Restricted Business within the Restricted Territories, whether or not such Restricted Employee would thereby commit any breach of his contract of service or employment; or

- e cause or permit any person or company, directly or indirectly, under your control or in which you have any beneficial interests to do any of the foregoing acts or things.

15.2 For the purpose of this Agreement:

“Restricted Business” means any business which is or is likely to be wholly or partly conducted by the Company or any member of the Group and is concerned with:

- a the research into, development, supply or marketing of products and solutions for cloud-based services that automate enterprise IT operations or the development or provision of any services (including but not limited to technical and product support or consultancy or customer services), which are of the same or similar to any services provided by the Company or any member of the Group PROVIDED ALWAYS that these provisions shall apply only in respect of such products or related services with which you were either personally concerned or for which you were responsible whilst employed by the Company in the last 12 months of employment (or if the period of the employment is less than 12 months, then this reduced period); or
- b business of a like or similar kind to (or otherwise any business which is or is likely to be conducted in competition with) any business conducted by the Company or any member of the Group in which you were materially involved at any time in the last 12 months of employment (or if the period of the employment is less than 12 months, then this reduced period).

“Restricted Employee” means any present employee of the Company who is employed in a key, managerial or executive capacity, or who has access to trade secrets, proprietary knowhow or other confidential information of the Company;

“Restricted Period” means 6 months from the cessation or termination of (i) your employment with the Company or (ii) your engagement in the services of any member of the Group, and if such period operates to render any restriction in this Clause 15 invalid, the Restricted Period shall be 6 months;

“Restricted Territories” means:

- a India, provided that if these countries operate to render a restriction in the subparagraphs above invalid, then, the Restricted Territories shall be India; and
- b such other country in the Asia Pacific region (not included in (a) above):
 - a.i in relation to which you had conducted, pursued or promoted business, or over which you had retained a responsibility for the same, for and on behalf of the Company or any member of the Group; or

- a.ii in relation to which you have performed duties on behalf of the Company or any member of the Group.

Provided that this has occurred within the last 12 months of your employment and the activities or responsibilities set out above have not occupied less than 5% of your working hours during this 12 month period (or if the period of the employment is less than 12 months, then this reduced period).

15.3 You acknowledge that:

- 3.a Each of the foregoing sub-clauses constitutes an entirely separate and independent restriction on you; and
- 3.b The duration, extent and application of each of the restrictions are no greater than is necessary for the protection of the proprietary interests of the Company.

15.4 Notwithstanding the above, you shall be entitled to enter into employment with any other related corporation of the Company.

15.5 Each undertaking and agreement contained in this Clause 15 shall be read and construed independently of the other undertakings and agreements herein contained so that if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever then the remaining undertakings and agreements shall be valid to the extent that they are held not to be so invalid.

15.6 While the undertakings and agreements in this Clause 15 are considered by the Company and you to be reasonable in all circumstances, if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with reduced in scope, the said undertakings and agreements shall apply with such modifications as may be necessary to make them valid and effective.

16 Confidentiality

16.1 You must not at any time during your employment (except so far as may be necessary for the proper performance of your duties) or after the termination of your employment use for any purpose other than any Group Company's business or disclose to any person or body any Confidential Information obtained during your employment.

16.2 You must not at any time during your employment improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and must not bring onto the premises of the any Group Company any unpublished document or proprietary information or trade secrets of any former or concurrent employer or other person or entity unless consented to in writing by such employer, person or entity.

16.3 For the purpose of this Agreement, "Confidential Information" means any trade secrets or other information which is confidential, commercially sensitive and is not in the public

domain relating or belonging to any Group Company including but not limited to information relating to the business methods, corporate plans, management systems, finances, new business opportunities, research and development projects, marketing or sales of any past, present or future product or service, secret formulae, processes, inventions, designs, know-how, discoveries, technical specifications and other technical information relating to the creation, production or supply of any past, present or future product or service of any Group Company, lists or details of clients, potential clients or suppliers or the arrangements made with any client or supplier and any information in respect of which any Group Company owes an obligation of confidentiality to any third party.

17. Company Regulations

During your employment with the Company, you shall observe and comply with all of the rules, regulations and directives of the Company as may from time to time be made or given. The Company shall have the right to alter and amend the rules and regulations of the Company as well as any of the terms of your employment, and such alteration or amendment shall become fully effective and a binding term of your employment upon notification to you.

18. Entire Agreement

This Agreement, together with the Proprietary Information Agreement for Employees, supersedes any prior agreements, representations and promises of any kind, whether written, oral, express or implied between the parties hereto with respect to the subject matters herein. This Agreement, together with the Proprietary Information Agreement for Employees (see Exhibit A), constitutes the full, complete and exclusive agreement between you and the Company, its officers, employees and related corporations with respect to the subject matters herein.

19. No Breach

In signing below, you confirm that you are not bound by any prior contract, undertaking, commitment or other obligation which prevents or prohibits you from being employed by the Company and being able to fully and completely perform the services contemplated by this Agreement, nor in fulfilling your duties hereunder will you be breaching any duty of confidentiality or any restrictive covenants to any persons, including without limitation, your previous employers or principals.

20. Grievance / Disciplinary Procedures

20.1 If you have any grievance (other than one relating to a disciplinary decision), you should refer such grievance in writing to your Manager. If the grievance is not resolved at this stage, you may appeal in writing to the next level manager who will appoint a suitable person to hear the appeal, and whose decision shall be final. Application of this procedure is not a contractual entitlement.

20.2 Any matters concerning your unsatisfactory conduct or performance will be dealt with by the Regional functional VP or a representative. An appeal against any disciplinary decision or any decision to dismiss you should be made by you, in writing, to the functional VP who will

appoint a suitable person to hear the appeal and whose decision will be final. Application of this procedure is not a contractual entitlement.

20.3 The Company reserves the right, at its sole discretion, to suspend you temporarily (with base salary), subject to such other terms that the Company may impose while the Company makes its determination as to allegation(s) that you have committed an act of gross misconduct. For the purposes of this Agreement, gross misconduct includes but is not limited to the following, and would be grounds for immediate termination, without pay, if the allegations are legitimate (based on the Company's reasonable determination):

- 1.a dishonesty, theft, embezzlement, fraud and/or any action which assists other parties in such activities;
- 1.b any act which constitutes unlawful discrimination or harassment, whether on the grounds of sex, sexual orientation, race, ethnic origin, nationality, disability, age, religion or beliefs;
- 1.c knowingly providing any material information or documentation which are false or amounts to a misrepresentation of facts to the Company or suppressing any material information, crucial to your employment with and/or the tasks assigned to you by the Company.
- 1.d conduct (whether or not in the course of your employment) which may or does result in harm to the reputation of any Group Company;
- 1.e conviction of any criminal offence which, in the Company's determination, demonstrates unsuitability for continued employment with the Company;
- 1.f divulging or misusing Confidential Information likely to harm any Group Company or any of their customers;
- 1.g being under the influence of, or consuming, alcohol, illegal drugs or any controlled substances during work hours or while involved in any Group Company related activities or events;
- 1.h violent, abusive, intimidating or offensive behaviour (whether physical or verbal);
- 1.i unauthorised access to or inappropriate use of any Group Company's computer, e-mail and Internet systems or use of unapproved software;
- 1.j gross negligence;
- 1.k interference with safety equipment; and
- 1.l intentional or reckless disregard for health and safety rules or procedures.

20.4 The Company reserves the right, at its sole discretion, to amend any disciplinary and/or grievance procedure or policy.

20.5 You are expected to maintain a high standard of work performance and conduct at all times. If such performance or conduct falls below levels reasonably acceptable to the Company, you may be subject to disciplinary action and dismissal in the absence of satisfactory improvements within a defined time period.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India and both you and the Company agree to be subject to the exclusive jurisdiction of the Indian Courts.

Please confirm your acceptance of the above terms and conditions by signing and returning to us the duplicate copy of this Agreement.

Yours faithfully

For and on behalf of

ServiceNow Software Development India Pvt. Ltd



Ilango AP

Director, India HR

* * * * *

Acceptance

I, Swathi G holding Passport/Permanent Account bearing No. _____, hereby confirm acceptance of all of the above terms and conditions.

DocuSigned by:



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Signature

Date:

EXHIBIT A

ServiceNow Software Development India Private Limited

Proprietary Information Agreement for Employees

In consideration of my employment with ServiceNow Software Development India Pvt. Ltd (the “**Company**”), I, Swathi G agree as follows:

1. Proprietary Information
- 1.1 I understand that my employment creates a relationship of trust and confidence between me and the Company with respect to Proprietary Information (as hereinafter defined) of the Company, learned or received by me in the course of my employment.

- 1.2 All Proprietary Information that comes into my possession while employed by the Company is the exclusive property of the Company. I agree not to directly or indirectly use or disclose any of the Proprietary Information at any time except in connection with and for the purposes of my employment with the Company.
- 1.3 For the purposes of this Agreement, "Proprietary Information" shall mean trade secrets, confidential knowledge, data or any other proprietary information of the Company. By way of illustration but not limitation, "Proprietary Information" includes: (i) inventions, trade secrets, ideas, data, programs, works of authorship, know-how, improvements, discoveries, designs, techniques and sensitive information the Company receives from its clients or which the Company has paid for; (ii) technical information relating to the Company's existing and future plans or products, including, where appropriate and without limitation, software, firmware, information, patent disclosures, patent applications, development or experimental work, formulae, engineering or test data, product specification and part lists, names of suppliers, customers or contractors, techniques, processes and apparatus relating to the same disclosed by the Company to me or obtained by me through observation or examination of information, research by the Company or paid for by the Company or developments; (iii) confidential marketing information (including without limitation marketing strategies, customer names and requirements and product and services, prices, margins and costs); (iv) confidential product, marketing, development and other plans; (v) confidential financial information provided to me by the Company; (vi) personnel information (including without limitation employee compensation); (vii) confidential information relating to the Company including, without limitation, corporate information and secrets, unannounced financial results, reports and statements or information, projections, profiles, investment plans, capitalization plans, business plans or expansion plans or arrangements relating to its business whether or not with third parties; and (viii) other confidential business information or information received by me which is marked "confidential" or words to that effect conveyed, transmitted, recorded or stored by any means whatsoever including, without limitation, documents, drawings, photographs, computer diskettes, computer hard disks, computer network storage devices, internet or intranet electronic mail, discs, designs, plans or models or any of the media (electronic or otherwise) for storing or recording information.
- 1.4 Proprietary Information shall not include information which: (i) I can prove by documentary evidence produced to the Company within seven days of disclosure that such Proprietary Information was already in my possession and at my free disposal before the disclosure hereunder to me; (ii) is hereafter disclosed or published to me without any obligations of confidence by a third party who has not derived it directly or indirectly from the Company and without breach of any confidentiality undertaking by the third party; (iii) is or becomes generally available to the public in printed publications in general circulation in India through no act or default on my part; or (iv) I am required to disclose by law or judicial process.
- 1.5 All Company property, including, but not limited to, Proprietary Information, documents, data, records, apparatus, equipment and other property, whether or not pertaining to Proprietary Information, provided to me by the Company or produced by me or others in connection with the services I perform for the Company shall be and remain the sole property of the Company and shall be returned promptly to the Company as and when requested by the Company. I shall return and deliver all such property upon termination of my employment, and agree that I will not take any such property or any reproduction of

such property upon such termination.

- 1.6 I recognize that the Company has received and in the future will receive information from third parties which is private or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that during the term of my employment and thereafter I owe the Company and such third parties a duty to hold all such private or proprietary information received from third parties in the strictest confidence and not to disclose it, except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party and not to use it for the benefit of anyone other than for the Company or such third party consistent with the Company's agreement with such third party.
- 1.7 I shall not reproduce, convert or store the Proprietary Information in any form or manner whatsoever (including all forms of electronic storage and all forms of storage or recording media such as, but not limited to, diskettes, hard disk drives, computer network storage devices, internet or intranet electronic mail, cassette tapes or discs) except with the prior written consent of the Company.

2. Inventions

- 2.1 I agree to promptly disclose to the Company, or any persons designated by it, all ideas, improvements, inventions, programs, formulae, processes, techniques, discoveries, developments, designs, trade secrets, know-how and data, whether or not patentable or registrable under copyright or similar statutes, and all designs, trademarks and copyrightable works that I may solely or jointly make or conceive or reduce to practice or learn during the period of my employment which (i) are within the scope of the services which I provide to the Company, and are related to or useful in the business of the Company or to the Company's actual or demonstrably anticipated research, design, development, experimental, production, financing, manufacturing, licensing, distribution or marketing activity carried on by the Company; or (ii) result from tasks assigned to me by the Company; or (iii) are funded by the Company; or (iv) result from use of premises owned, leased or contracted for by the Company (collectively, "Inventions"). Such disclosure shall continue for one (1) year after termination of my employment with respect to anything that would be Inventions if made, conceived, reduced to practice or learned during the period of my employment.
- 2.2 Save as expressly disclosed to the Company in writing at the time of execution of this Agreement, I hereby agree and irrevocably assign to the Company any worldwide rights, title or interest in all Inventions, whether or not patentable, copyrightable, or subject to any form of protection, made, created, developed, written, conceived or learned by me in whole or in part, either alone or jointly with others, during the course of my employment with the Company. I further agree that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights, trade secrets, designs, trademarks, layout-designs and all other industrial or intellectual property rights in connection therewith. I further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trade secrets, designs, trademarks, layout-designs and all other industrial or intellectual property rights in connection with the Inventions in any and all countries, and to that end I will execute all documents necessary:

- (i) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights, designs, trademarks or any other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
- (ii) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyrights, designs, trademarks or any other analogous protection.

2.3 In the event the Company is unable, after reasonable effort, to secure my signature to any document for the application, obtaining or vesting of any patent, copyright, design, trade mark or other analogous protection relating to an Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright, design, trade mark or other analogous protection thereon with the same legal force and effect as if executed by me. My obligation to assist the Company in obtaining and enforcing patents and copyrights for such Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

2.4 I have attached as **Attachment 1** to this Agreement a complete list of all inventions, discoveries, developments, improvements and trade secrets which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment with the Company which I desire to remove from the operation of this Agreement and I covenant that such list is complete.

2.5 If no such list is attached, I represent that I have made or conceived no inventions, discoveries, developments, improvements and trade secrets at the time of signing this Agreement that are to be removed from the operation of this Agreement.

3. Property of Others

3.1 I represent that my performance under this Agreement does not and will not breach any agreement to keep in confidence proprietary information or trade secrets, if any, acquired by me in confidence or in trust prior to this Agreement. There are no agreements, written or oral, conveying rights in any research conducted by me. I have not entered into, and I agree that I will not enter into any agreement either written or oral in conflict herewith.

3.2 I represent that as part of the consideration for the offer of employment extended to me by the Company, and for my employment and continued employment by the Company, I have not brought and will not bring onto the Company's premises or use in the performance of my duties with the Company any equipment, supplies, facility or trade secret information of any current or former employer or organization to which I provided services which are not generally available to the public, unless I have obtained written authorization for their possession and use.

4. Remedies for Breach

In recognition of the fact that irreparable injury will result to the Company in the event of a breach of my obligations under this Agreement, that monetary damages for such breach would not be readily calculable, and that the Company would not have an adequate remedy at law therefore, I acknowledge, consent and agree that in the event of such breach, or the threat thereof, the Company shall be entitled, in addition to any other legal remedies and damages available, to specific performance thereof and to temporary and permanent injunctive relief (without the necessity of posting a bond) to restrain the violation or threatened violation of such obligations by me and persons acting for or in connection with me. The Company's right to injunctive relief shall not limit its right to any other remedies, including damages.

5. Modifications

No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

6. Severability

If any provision of this Agreement should be held by a court of competent jurisdiction to be invalid or in any way unenforceable it shall be severed and the remaining provisions shall not in any way be affected or impaired and this Agreement shall be construed so as to most nearly give effect to the intent of the parties as it was originally executed.

7. Entire Agreement

This Agreement, together with my Letter of Appointment dated **{today}** supersedes and cancels any and all previous understandings, representations and agreements of whatever nature between me and the Company with respect to the matters covered herein. These Agreements constitute the full, complete and exclusive agreements between me and the Company with respect to the subject matters herein.

8. Successors and Assigns

This Agreement will be binding upon my heirs, executors, administrators and legal representatives and will be for the benefit of the Company and its successors and assigns.

9. Governing Law and Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws of India. The parties to this Agreement agree to submit to the non-exclusive jurisdiction of the courts of India.

Signed and agreed to by:

Accepted and agreed to
for and on behalf of
ServiceNow Software Development India Pvt. Ltd

DocuSigned by:

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Name: Swathi G
Date:



Ilango AP
Director, India HR

ATTACHMENT 1

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

<u>Sl. No.</u>	<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
----------------	--------------	-------------	------------------------------------------------

_____ No inventions or improvements

_____ Additional Sheets Attached

Signature: 

Name: Swathi G

Date: _____

EXHIBIT B

Consent of Employee to use Sensitive Personal Data or Information

To,
ServiceNow Software Development India Pvt. Ltd
The Fairway, 6th Floor, Survey No 10/1,
11/2 and 12/2B, Challaghatta Village,
Bengaluru, Karnataka-560071
India

Dear Sirs,

Sub: Sensitive Personal Data or Information

In consideration of my employment with ServiceNow Software Development India Private Limited (the "**Company**"), I hereby give my consent to the Company for using my sensitive personal data or information as provided by the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 under the Information Technology Act, 2000.

I am fully aware of the fact that the Company may require to share or disclose my sensitive personal data or information with third parties for the legitimate business purposes and legal compliance.

I understand that the Company may have to transfer my sensitive personal data or information to other body corporate or persons in India or located in any other country since the information systems of the Company are consolidated and managed centrally.

Thanking you,

Yours faithfully

DocuSigned by:

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Swathi G

Date:

09/27/2022

Swathi G
#144 Ward No-2, Kamakshamma layout, Yelahanka Old Town
Bengaluru, Karnataka 560064
India

Re: Stock-Based Awards of ServiceNow, Inc. (the "Company")

Dear Swathi G:

We are pleased to inform you that we intend to recommend to the Board of Directors (or a committee thereof) of the Company (the "**Board**") that you be granted the equity award or awards identified below (the "**Equity Awards**"). All Equity Awards will be granted under, and subject to the terms and conditions of, the Company's equity incentive plan in effect on the date of grant (the "**Plan**"), as well as the terms and conditions of the award agreement, which will be provided to you as soon as practicable after the grant date and which you will be required to sign or otherwise accept in accordance with the Company's acceptance procedures.

Company Equity

Subject to approval by the Board, management recommends you be granted a restricted stock unit award ("**RSU Award**") to acquire such number of shares of the Company's common stock equal to USD 15,000.00 divided by the average daily closing price of the Company's common stock on the New York Stock Exchange for the twenty (20) trading days ending on the third trading day immediately prior to the date the RSU Award is granted by the Board (the "**Grant Date**"), rounded up to the nearest whole share (such number of shares, the "**Total Number of Shares**"). Generally, the Grant Date will occur in the calendar month following your start date pursuant to the terms of the Company's Equity Award Policy.

If approved, the RSU Award will vest with respect to the Cliff Shares on the Cliff Vesting Date (in each case, as defined below). If the Total Number of Shares under the RSU Award is fewer than 24 shares, the remaining shares subject to the RSU Award will vest in equal annual installments over the subsequent three years (25% each year, with the final vest prorated). If the Total Number of Shares is 24 shares or greater but fewer than 48 shares, the remaining shares subject to the RSU Award will vest in equal bi-annual installments over the subsequent three years (12.5% every other quarter, with the final vest prorated.) If the Total Number of Shares is 48 or greater, the remaining shares subject to the RSU Award will vest in equal quarterly installments over the subsequent three years (6.25% each quarter, with the final vest prorated).

No vesting will occur with respect to the RSU Award unless you are employed by or otherwise providing services to the Company or one of its subsidiaries on the applicable vesting date.

As used herein, the following terms shall have the following meanings:

- **Cliff Shares.** If your start date is:
 - in the months of *January, April, July, or October*, the term "Cliff Shares" means **25%** of the Total Number of Shares.
 - in the months of *February, May, August or November*, the term "Cliff Shares" means **29.17%** of the Total Number of Shares.

- in the months of *March, June, September, or December*, the term “Cliff Shares” means **27.08%** of the Total Number of Shares.
- **Cliff Vesting Date.** If your start date is:
 - in the months of *November, December, or January*, your “Cliff Vesting Date” will be in **February** following the 1-year anniversary of your start date.
 - in the months of *February, March or April*, your “Cliff Vesting Date” will be in **May** following the 1-year anniversary of your start date.
 - in the months of *May, June or July*, your “Cliff Vesting Date” will be in **August** following the 1-year anniversary of your start date.
 - in the months *August, September or October*, your “Cliff Vesting Date” will be in **November** following the 1-year anniversary of your start date.

Note that the above terms remain subject to approval by the Board, and that any granted RSU Awards will be subject to all applicable state, federal and local securities and tax laws and the additional terms and conditions found in the Company’s equity incentive plan and related plan documents.

In its discretion, the Company may impose a different vesting schedule for the Equity Awards if it determines that a different vesting schedule may be required or recommended to comply with local law or be advisable to take advantage of any special tax regime available in your country.

The Company can grant Equity Awards to you only if and as long as it is permitted and feasible under the laws of the country in which you reside or the laws to which you may be subject. If local laws make the Equity Awards grant illegal or impractical, the Company will let you know as soon as possible.

You should be aware that the Company, in its discretion, may change or end the operation of the Plan at any time. If the Company decides to change or terminate the Plan, you will not have any claims against the Company to receive Equity Awards or any other equivalent benefit. You acknowledge that the Company is not obligated to continue to grant Equity Awards or any other benefits to you even if you continue in the employ of the Company group. Furthermore, the Equity Awards grant and any shares acquired pursuant to the Equity Awards are an additional benefit that may be given to you by the Company and not by your employer and are therefore not part of your employment relationship and do not constitute part of your salary or other remuneration provided to you by your employer. This means that any gain you realize from the Equity Awards will not be included for purposes of computing any bonuses, payment during any notice period, payment in lieu of notice, severance pay, other termination compensation or indemnity (if any), other payments which form part of your employment remuneration, or any similar payments.

If Equity Awards are granted to you, you will be responsible for complying with any applicable legal requirements in connection with your participation in the Plan and for any tax or social insurance contribution obligations arising from the Equity Awards and the shares received pursuant to the Equity Awards, including any employer obligations that the Company has determined may legally be transferred to you and regardless of any tax and social insurance contribution withholding and/or reporting obligation of the Company or your employer. You agree that if the Equity Awards are granted to you, your employer may report or withhold taxes as may be required under local law. **We recommend that you seek advice from your personal accountant or tax advisor at your own expense regarding the tax implications of any Equity Awards granted to you.**

The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

Further, you understand that, in order for the Company to administer the Equity Awards, the Company and your employer must collect, process and transfer certain personal data. By signing this letter, you hereby explicitly and unambiguously consent to the collection, processing and transfer of your personal data for these purposes and in administration of the Plan and including, but not limited to, as more particularly described in the attached Appendix.

Finally, all disputes arising under or relating to the Equity Awards grant and/or the provisions of this letter shall be governed by and construed in accordance with the laws of the state of California, U.S.A. (but not including the choice of law rules thereof). For purposes of litigating any dispute that arises directly or indirectly from the Equity Awards grant and/or the provisions of this letter, you and the Company hereby submit to and consent to the exclusive jurisdiction of the state of California, U.S.A. and agree that such litigation shall be conducted only in the courts of the state of California, or the federal courts for the United States located in the state of California, and no other courts.

By signing and returning this letter, you acknowledge and agree to all of the terms and conditions contained herein.

Sincerely,

ServiceNow, Inc.



Sarah Tilley
Senior Vice President, Global Talent Acquisition

ACKNOWLEDGED AND AGREED:

DocuSigned by:

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Swathi G

Date

APPENDIX

By signing the letter to which this appendix is attached, you are confirming your explicit consent to, acknowledgment and agreement of and agreement to the processing as referenced in the letter and the additional terms and conditions set forth in this appendix. Capitalized terms used in this appendix shall have the meaning ascribed to such terms in the letter.

1 *The Company is located at 2225 Lawson Lane, Santa Clara, California 95054 U.S.A. and grants Equity Awards to employees of the Company and its subsidiaries and affiliates, at its sole discretion. If you are granted Equity Awards and would like to participate in the Plan, you should review the following information about the Company's data processing practices.*

1.a Data Collection and Usage. *The Company (as well as your employer and the Company's other affiliates and subsidiaries) collects, processes and uses personal data of employees, including name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, citizenship, job title, any shares or directorships held in the Company, and details of all Equity Awards canceled, vested, or outstanding in his or her favor, which the Company receives from a participant or his or her employer. If the Company offers you a RSU Award under the Plan, then the Company will collect your personal data for purposes of allocating shares and implementing, administering and managing the Plan. The Company relies upon your explicit consent by signing this letter, for the processing of your personal data in this manner and as otherwise set out below.*

1.b Stock Plan Administration Service Providers. *The Company transfers employee data amongst its' affiliates and subsidiaries and also to Fidelity Brokerage Services LLC or its affiliates ("Fidelity") an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share participant's data with another company that serves in a similar manner. By participating in the Plan and/or signing this letter, you give your consent to such transfer of data, or to such alternative third party service provider that the Company may select in the future. The Company's service provider will open an account for participants to receive and trade shares. If you are granted Equity Awards, you will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of your ability to participate in the Plan.*

1.c International Data Transfers. *The Company and its service providers are based in the United States. If you are outside the United States, you should note that your country has enacted data privacy laws that are different from the United States. By participating in the Plan and/or signing this letter, you give your consent to the transfer of your data to the United States, or to such other jurisdiction as may be necessary for the delivery of the Plan and administration thereof.*

1.d Data Retention. *If an Equity Award is granted to you, the Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with, or satisfy, any legal or regulatory*

obligations, including under tax and security laws. The Company may also keep data longer as part of your normal employee file and record, based on such retention policy as may be notified from time to time.

1.e Voluntariness and Consequences of Consent Denial or Withdrawal. Your participation in the Plan and your grant of consent is purely voluntary. You may deny or withdraw your consent at any time. If you do not consent, or if you withdraw your consent, you cannot participate in the Plan. This would not affect your salary as an employee or your career; you would merely forfeit the opportunities associated with the Plan.

1.f Data Subject Rights. You may have a number of rights under data privacy laws in your particular country. Depending on where you are based, your rights may include the right to (a) request access or copies of personal data the Company's processes, (b) rectification of incorrect data, (c) deletion of data, (d) restrictions on processing, (e) portability of data, (f) lodge complaints with competent authorities in his or her country, and/or (g) a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights please contact Stock Plan Administration.