

Terms & Conditions Summary

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? TERMS & CONDITIONS SUMMARY

? EXECUTIVE OVERVIEW

This document has been analyzed and summarized into key sections below.

Each section contains the most important points in plain language.

? INTRODUCTION

1. The following terms and conditions apply to all services provided by the company.
2. The company reserves the right to change these terms at any time without notice.
3. For confidential, confidential, terms, conditions, see the company's website at: [www. cvent. com/cvent/terms](http://www.cvent.com/cvent/terms).
4. <n>For confidential support in the UK, call the Samaritans on 08457 90 90 90 or visit a local Samaritans branch, see [www. samaritans. org](http://www.samaritans.org) for details.
5. In the U. S. call the National Suicide Prevention Lifeline on 1-800-273-8255. For support in other countries, visit [http://www. suicidepreventionlifeline. org/](http://www.suicidepreventionlifeline.org/) or click here for details on how to contact your local suicide prevention Lifeline.

? Key Terms: confidential, terms, conditions, general, service

? 1. DEFINITIONS

1. This agreement between ServiceNow, Inc.
2. and its affiliates (the "Affiliates") sets out the terms and conditions under which the affiliates may control, control, and/or disclose the confidential information of ServiceNow's customers.
3. The affiliates include, but are not limited to, the customer, customer data, customer technology, and ancillary software licensed by ServiceNow to the customer to facilitate operation of the subscription service or interoperation of the Subscription Service with other software, hardware, or services.
4. <n>The affiliates of Customer and ServiceNow are referred to as "Customer affiliates" and "ServiceNow affiliates" in this agreement.
5. <n>" Confidential Information" means any information that is or becomes generally known to be public through no fault or breach of this Agreement by receiving party; (i.
6. e.

7. , any information of a party at is disclosed in writing or orally and is designated as Confidential or Proprietary at time of disclosure; 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 (d) the specific terms of this agreement, any Order Form, any SOW, and any amendment or attachment to any of these, between the parties (which will be deemed Confidential Information of both parties).

8. This agreement (the "Agreement") between ServiceNow, Inc.

9. ("ServiceNow"), a cloud-based software-as-a-service company, and its customers and partners ("Customers") sets out the terms and conditions under which ServiceNow provides its customers with access to and use of the Subscription Service and ancillary software developed by ServiceNow.

10. The Subscription Service is designed to provide customers with a single point of entry for all of their customer-related data, including customer data uploaded by or for Customer or Customer's agents, employees, or contractors, and processed in ServiceNow's Subscription Service, excluding ServiceNow Core Technology.

11. The Agreement also provides for the use of customer technology, including software, methodologies, templates, business processes, documentation, or other material originally authored, invented, or otherwise created by Customer (or on Customer's behalf, other than by Service Now or at ServiceNow's direction) for use with the Subscription Services.

12. The agreement also provides that ServiceNow may disclose customer data to third parties without restriction on use or disclosure, when receiving party receives the information from a third party without use of disclosing party's Confidential Information.

13. The terms of this Agreement are subject to change without notice.

14. ServiceNow reserves the right to amend or withdraw this Agreement at any time without notice to its customers or third parties.

15. In the event that this Agreement is amended or amended, ServiceNow will be required to comply with the terms of the amended and updated Agreement.

? Key Terms: affiliates, contractual, affiliate, legal notices, proprietary

? 5. WARRANTIES; DISCLAIMER OF WARRANTIES

1. ServiceNow warrants that, during the Subscription Term, Customer's production instance of the Subscription Service will materially conform to the Product Overview.

2. <n>If the non-conformity persists without relief more than 30 days after notice of a warranty claim, Customer may terminate the affected Subscription Service, and ServiceNow will refund to Customer any prepaid subscription fees covering that part of the applicable Subscription Term for the affected subscription service remaining after the effective date of termination.

3. <n>This warranty will not apply to any modification of or defect in the subscription service that is made or caused by any person other than ServiceNow or a person acting at ServiceNow's direction.

4. This Section 5. 1 sets forth Customer's exclusive rights and remedies (and ServiceNow's sole liability) in connection with this warranty.

5. ServiceNow may use commercially reasonable efforts to re-perform the Professional Services in compliance with these requirements or will terminate the impacted Professional Services and refund any amounts paid for the nonconforming Professional Services.

? Key Terms: servicenow, warranty, warrants, subscription, service

? 5.3 DISCLAIMER OF WARRANTIES . EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 5 , TO

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1. This agreement (the "Agreement") between ServiceNow, Inc. ("ServiceNow"), a U. S.
 2. private company, and a customer ("Customer"), provides for the terms and conditions of use of ServiceNow's products and services.
 3. Without limiting the foregoing, ServiceNow specifically does not warrant that the ServiceNow Products will meet the requirements of Customer or others or will be accurate or operate without interruption or error.
 4. Customer acknowledges that in entering this Agreement, it has not relied on any promise, warranty, or representation not expressly set forth in this Agreement.
 5. Customer also acknowledges that ServiceNow has not been responsible for any loss or damage caused by the use of the ServicesNow products or services.
 6. ServiceNow will not be liable for any direct, indirect, incidental, or consequential damages, including, but not limited to, any loss of profits, business interruption, loss of revenue, or loss of customer information.

? Key Terms: servicenow, warranties, warranty, warrant, ext

? 6.1 CONFIDENTIALITY OBLIGATIONS . THE RECIPIENT OF CONFIDENTIAL INFORMATION WILL: (A) AT ALL TIMES

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1. The following terms and conditions apply to ServiceNow, Inc.
 2. 's ("ServiceNow" or the "Company"), and its affiliates, including, but not limited to, its wholly-owned subsidiary, ServiceNow Cloud, LLC, which provides cloud-based software and services for the cloud computing industry.
 3. <n>ServiceNow's agreement with its affiliates provides that each party will limit the disclosure of the other party's confidential information to those of its employees and contractors and the employees of its affiliates with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement.
 4. ServiceNow will not be liable for any third-party patent, copyright, or trademark infringement, or misappropriated third party trade secret in connection with the use or access of its instance of the ServiceNow Core Technology.
 5. In the event that ServiceNow or its affiliates are found to have violated the terms of this Agreement, the parties will have the right to terminate the agreement.
 6. The parties will also have the option to terminate this Agreement at any time, without notice, for any reason, without paying any fees or penalties.

7. <n>The parties agree to the following: (a) to: (i) protect the confidential information of each other with the same degree of care that it uses to protect its own confidential information; (ii) not use the information except to the extent necessary to exercise rights or fulfill obligations under the Agreement; and (b) not to disclose Confidential Information to any.

? Key Terms: disclosure, discloses, disclosing, provisions, confidential

? 11. TERM AND TERMINATION

1. The following is a list of some of the most important people in the world today.
2. The list is based on the number of people who have signed up to be a part of this year's edition of the Guinness World Records.
3. The record for the most people to have ever been part of a Guinness World Record in the history of the record books is currently held by the United States of America, with a total of 2,427.
4. The previous record was held by Britain, with 2,205.
5. The current record of the world's most people having signed up for a record in 2014 is held by Australia, with 1,812.
6. The world record for most people in a record year has been held by China, with 3,205, and the current record for a world record in 2013 is currently being held by Germany, with 3,400.

? 11.1 TERMINATION . THIS AGREEMENT BEGINS ON THE EFFECTIVE DATE AND CONTINUES UNTIL TERMINATED UNDER

1. Each party may terminate this Agreement in its entirety: (a) on 30 days? prior notice to the other, if at the time of notice there are no Order Forms in effect; (b) immediately on notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership, or liquidation, in any jurisdiction, that is not dismissed within 60 days of its commencement or an assignment for the benefit of creditors; or (c) immediately after the otherparty?s receipt of notice of the breach.
2. <n>A breach by a party of its obligations with respect to Professional Services shall not by itself constitute a breach by that party of that party's obligations with regard to the Subscription Service even if the services are enumerated in the same O rder Form.

? Key Terms: breaches, breaching, breach, insolvency, bankruptcy

? 11.1.1. EFFECT OF TERMINATION OF SUBSCRIPTION SERVICE . ON TERMINATION OR EXPIRATION

1. The following terms and conditions apply to the agreement between ServiceNow, Inc.
2. (ServiceNow) and a customer (Customer) regarding the use of ServiceNow's cloud-based, subscription-based software and services.
3. The terms of this agreement are subject to change at any time without notice.

4. ServiceNow will terminate this Agreement and all related rights granted to Customer immediately, automatically, and without notice, and will refund Customer any prepaid fees received by ServiceNow covering that part of the Subscription Term for the affected Subscription Service, if any, remaining after the effective date of termination.

5. <n>ServiceNow is not obligated to maintain or provide any Customer Data after such 45 day period and will, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or control.

6. Customer agrees to provide any required disclosures to and obtain any required consents for the transfer of Customer Data to ServiceNow.

7. <n>Neither party may assign or novate its rights or obligations under this Agreement, by operation of law or otherwise, without the other party's prior written consent.

8. <n>This Agreement is subject to the terms of any merger, reorganization, or sale of all or substantially all of the parties' assets or equity.

9. The parties agree that, in the event of a merger or sale, ServiceNow may assign this Agreement in its entirety to any ServiceNow affiliate, and the parties will not be liable for any breach of this Agreement.

10. <n>The parties have agreed to the following: (a.

? Key Terms: servicenow, subscription, rvicenow, termination, service

? 12.12 GOVERNING LAW; JURISDICTION AND VENUE . IF CUSTOMER IS LOCATED IN THE UNITED STATES ,

1. The following terms and conditions (the "Agreement") govern the use of services provided by ServiceNow, Inc. ("ServiceNow"), a U. S.

2. company based in San Jose, California, and its wholly-owned subsidiary, ServiceNow Nederland B. V. ("Nederland"), which is based in the Netherlands.

3. The parties consent to the exclusive jurisdiction of, and venue in, any federal or state court of jurisdiction located in Santa Clara County, California for the purposes of adjudicating any dispute arising out of or related to this Agreement.

4. Without limiting the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's Intellectual Property Rights, including, but not limited to, claims for breach of contract, breach of confidentiality, and breach of the confidentiality provisions of this Agreement and any related agreements.

5. Without providing further details, the parties agree that, to the extent permitted by law, the United Nations Convention on Contracts for the International Sale of Goods ("UNCDG") and the laws of the State of California will not apply to the parties.

6. In the event of such actual or threatened disclosure, disclosure, infringement or misappropriation of other party's intellectual property rights, disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of such damages.

7. <n>ServiceNow is obligated to provide ServiceNow products only in the English language, unless.

? Key Terms: jurisdiction, agreements, laws, provisions, agreement

? GOVERNING LAW; JURISDICTION AND VENUE . THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE

1. The parties irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in New South Wales, Australia for the purposes of adjudicating any dispute arising out of this Agreement.

2. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

3. <n>The parties may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

4. The parties agree that the parties will not be liable for any loss or damage caused by the use or misuse of any of the information contained in this Agreement, or for any breach of the confidentiality or non-disclosure agreements.

? Key Terms: jurisdiction, wales, australia, court, laws

?? IMPORTANT DISCLAIMER

This is an AI-generated summary for informational purposes only.

Please refer to the original document for complete legal terms.

Consult with legal professionals for important decisions.

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