

# EntaraWorks Terms of Use

*Last updated: March 24, 2025*

These EntaraWorks Terms of Use (“**Terms of Use**”) form an agreement between Entara Group LLC (formerly Entara Corporation), an Abacus Information Technology, LLC company (“**Entara**”) and Client (each a “**Party**”) regarding Client’s access to and use of, via the EntaraWorks Platform, the EntaraWorks Services, which contain ServiceNow Software and Subscription Services provided by ServiceNow, Inc. (“**ServiceNow**”).

PLEASE READ THESE TERMS OF USE CAREFULLY. BY SIGNING ANY SERVICE ORDER THAT INCORPORATES THESE TERMS OF USE BY REFERENCE OR BY INSTALLING, ACCESSING, OR USING THE ENTARAWORKS SERVICES, CLIENT ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO THESE TERMS OF USE, INCLUDING ALL APPLICABLE POLICIES AND THIRD-PARTY TERMS INCORPORATED THROUGHOUT. IF CLIENT DOES NOT AGREE TO THESE TERMS OF USE, IT MAY NOT ACCESS OR USE THE ENTARAWORKS SERVICES.

## 1. DEFINITIONS.

Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the applicable Service Order or the Parties’ Master Services Agreement (“**MSA**”).

- 1.1. “**Client**” means the person or entity accessing or using ServiceNow Products and Services via the EntaraWorks Platform, including all agents, employees, contractors, representatives of Client, each accepting and agreeing to these Terms of Use.
- 1.2. “**Client Data**” means electronic data created or uploaded by or for Client (in Client’s Domain) and processed in the Subscription Service, excluding the ServiceNow Core Technology, the Entara Technology, and Domain Technology.
- 1.3. “**Documentation**” means any and all manuals, instructions and other documents and materials that ServiceNow provides or makes available to Entara and Client in any form or medium which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.
- 1.4. “**Customization**” means any enhancement or modification of the Software or Subscription Service (excluding Client Data) made by Entara in the EntaraWorks Platform, including but not limited to, templates, workflows, business processes, business rules, scripts, UI policies, custom tables, custom fields, and custom applications. Only Entara Shall be permitted to generate Customization.
- 1.5. “**Domain**” means an independent and logically separated zone of the EntaraWorks Platform created for each Client that contains Client Data and any Customization made specifically for the Client, and to which Client Users of the EntaraWorks Platform will be restricted.
- 1.6. “**Domain Technology**” means any Customization made and originating within Client’s Domain of the EntaraWorks Platform, excluding the ServiceNow Core Technology and the Entara Technology.
- 1.7. “**Enhancement**” means any of Entara’s releases of the Entara Technology for repairs, enhancements, or new features made from time to time at Entara’s sole discretion.
- 1.8. “**Entara Technology**” means any Customization of the EntaraWorks Platform made and originating outside of a Client’s Domain (whether or not applied to Client’s Domain), including other material authored, invented, or otherwise created or licensed (other than by or from ServiceNow) by Entara in its use or for Client’s use with the Software and Subscription Service, excluding the ServiceNow Core Technology.
- 1.9. “**EntaraWorks Platform**” means the MSP instance of ServiceNow licensed by Entara through which the EntaraWorks Services are delivered, and for which the system-wide maintenance and patching shall be managed by Entara.



- 1.10. **“EntaraWorks Services”** means the software-as-a-service licensing accessed via the EntaraWorks Platform (purchased by Client from Entara pursuant to a Service Order) comprised of the ServiceNow Core Technology, ServiceNow Subscription Service, ServiceNow Software, Entara Technology, and any Domain Technology which may be generated through Client’s request for Professional Services.
- 1.11. **“Intellectual Property Rights”** means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.12. **“Professional Services”** means optional services of Entara which are exclusive of the EntaraWorks Services, as further described in an applicable Service Order or other written agreement between the Parties.
- 1.13. **“ServiceNow Core Technology”** means: (a) the Subscription Service; Software; Development Tools, Documentation; and ServiceNow technology and methodologies (including, without limitation, products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects and documentation) existing as of the Effective Date or otherwise arising outside of work under a Professional Service; (b) updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related technical or Client documentation or manuals; and (c) intellectual property anywhere in the world relating to the foregoing.
- 1.14. **“Service Order”** means a written ordering document signed by Client and Entara specifying terms and conditions related to Client’s purchase, use, and access of the EntaraWorks Services.
- 1.15. **“Software”** means the ServiceNow software provided to Client that operates on Client-provided machines solely to facilitate the use of the Subscription Service.
- 1.16. **“Subscription Service”** means the ServiceNow software as a service (SaaS) offering comprising the EntaraWorks Services ordered by Client under a Service Order.
- 1.17. **“Subscription Term”** means the term of authorized use of the EntaraWorks Services as set forth in the Service Order.
- 1.18. **“Upgrade”** means any of ServiceNow’s releases of the Subscription Service for repairs, enhancements, or new features applied by ServiceNow to the Software during the Term of the Subscription Service. Such Upgrade(s) to the software shall be made at the discretion of Entara or ServiceNow.
- 1.19. **“User”** means Client and any employee, agent, contractor, or representative of Client who accesses or uses the EntaraWorks Services.

## 2. LICENSE.

- 2.1. Software License Grant. Entara grants Client a limited, personal, worldwide, non-sublicensable, non-transferable, non-exclusive license during the Subscription Term to the Software, solely to facilitate Client’s authorized access to and use of the purchased EntaraWorks Services in the EntaraWorks Platform. The Software may include code that is licensed under third-party license agreements, including open source made available or provided with the Software. Software is licensed and not sold even if for convenience ServiceNow or Entara make reference to words such as sale or purchase.
- 2.2. EntaraWorks Services. Subject to the terms contained herein, Entara authorizes Client to access and use the purchased EntaraWorks Services during the Subscription Term as set forth in an applicable Service Order for its internal business purposes in accordance with the Documentation. Client shall not use or otherwise access the EntaraWorks Services in a manner that exceeds the Client’s authorized use as set forth herein and the applicable Service Order. Entara shall retain sole operational and managerial control over the EntaraWorks Services during the Term without resale, distribution, sublicense or transfer to Client or any other third party.
- 2.3. Client’s Users. Client understands that its Users will have access to view and modify Client Data as stored or processed in the EntaraWorks Platform, and Entara shall have no responsibility for the action or inaction



of any User of the EntaraWorks Services.

3. **USE RESTRICTIONS.** Client shall not, and shall not permit any other Person to: (i) use the Software or Subscription Service with external programs in a manner that intentionally circumvents contractual usage restrictions; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make the Software available for access by third parties; (iii) access the Software for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Service; (iv) disassemble, reverse engineer or decompile the Software; (v) copy, create derivative works based on or otherwise modify Software except as permitted herein; (vi) remove or modify a copyright or other proprietary rights notice in the Software; (vii) use the Software to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (viii) use the Software to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage in a malicious act or disrupt its security, integrity or operation; or (ix) access or disable any ServiceNow or third party data, software or network. Client shall implement and maintain reasonable and appropriate controls to ensure that EntaraWorks Services User accounts are only accessed by the Users to whom they are assigned. Client remains solely responsible for the acts or omissions of any User who obtains access to the EntaraWorks Platform through Client or Client's systems. Each User's use and access of the EntaraWorks Services is subject to these Terms of Use and the applicable Service Order.
4. **HIGH RISK ACTIVITIES.** Client shall use the ServiceNow Core Technology within the intended business purposes described in the Documentation, and not for any purpose that requires fail-safe performance including, but not limited to, stock trading, financial transaction processing, management of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical or environmental damage ("High Risk Activity"). ServiceNow, its licensors and suppliers, and Entara, expressly disclaim all warranties of fitness for any such use and Client shall release and hold ServiceNow, its licensors and suppliers, and Entara harmless from liability arising out of the use of the ServiceNow Core Technology for High Risk Activity.
5. **TERM AND TERMINATION.**
  - 5.1. **Term.** Client's license for the Software and its authorized access to the EntaraWorks Services shall continue until the expiration of the current term of the applicable Service Order ("Initial Term"). Thereafter, it shall renew for subsequent renewal terms as described in the Service Order, or if not described in the Service Order, for a period of twelve (12) consecutive months (each such period, a "Renewal Term") at then-current rates unless the Service Order is terminated earlier pursuant to any of the express provisions contained therein or if either Party gives the other written notice of non-renewal of the Service Order at least sixty (60) days prior to the renewal date. The Initial Term and Renewal Term may be referred to collectively herein as the Subscription Term.
  - 5.2. **Termination.** Client's Service Order for the EntaraWorks Services may be terminated by Entara at any time in its sole discretion upon thirty (30) days' written notice to Client if Client fails to comply with these Terms of Use, or if there is a failure to pay any fees due to Entara for use of the EntaraWorks Services, and Client fails to cure such breach within the thirty (30) day notice period.
  - 5.3. **Effect of Termination or Expiration.** Upon the expiration or earlier termination of Client's Service Order for the EntaraWorks Services, except as otherwise expressly stated in the Service Order:
    - 5.3.1. (i) Client shall immediately stop using, and Entara shall stop providing, the EntaraWorks Services and all rights, licenses, and authorizations granted to Client herein shall terminate.
    - 5.3.2. Client shall promptly remove and destroy all copies of the Software, including all backup copies from all devices its owns, possesses or controls and on which the Software is installed.



5.3.3. Client shall pay to Entara within thirty (30) days any remaining amounts payable for the remainder of the current Subscription Term of the relevant Service Order.

5.3.4. Entara reserves the right to permanently delete, or disable access to, all Client Data and Domain Technology from the EntaraWorks Platform without liability for such deletion; provided however, that Client may request in writing at least fifteen (15) days prior to any termination, and Entara shall then provide (subject to prior payment of all outstanding amounts owed to Entara under the Service Order), an export of available Client Data or Domain Technology in the format facilitated by ServiceNow (excluding the ServiceNow Core Technology and the Entara Technology). Any Entara services related to the export of Client Data or Domain Technology from the EntaraWorks Platform, or any other services to facilitate Client's termination or transition ("Transition Assistance") shall be subject to additional Professional Services fees payable by Client to Entara. ENTARA MAKES NO WARRANTY WHATSOEVER AS TO THE FUNCTION OR UTILITY OF SUCH CLIENT DATA OR DOMAIN TECHNOLOGY ONCE EXPORTED FROM THE ENTARAWORKS PLATFORM.

5.4. Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision contained herein, that, by its nature, should survive termination or expiration of the Service Order, will survive any expiration or termination of the Service Order: Section 5.3 (Effects of Termination), Section 1 (Definitions), Section 6 (Intellectual Property Rights), and Section 10 (General Provisions).

## 6. INTELLECTUAL PROPERTY RIGHTS.

6.1. ServiceNow Ownership. All rights, title, and interest in and to all intellectual property rights in the ServiceNow Core Technology are owned exclusively by ServiceNow notwithstanding any other provision herein. Except as expressly provided herein, ServiceNow reserves all rights in the ServiceNow Core Technology and does not grant Client any rights, express or implied or by estoppel.

6.2. Entara Ownership.

6.2.1. With Respect to Entara Technology. All rights, title, and interest in and to all intellectual property rights in the Entara Technology are owned exclusively by Entara, notwithstanding any other provision herein or in the MSA. Client's right to access or use the Entara Technology shall terminate upon termination of the Subscription Term.

6.2.2. With Respect to Domain Technology. All rights, title, and interest in and to all intellectual property rights in any Domain Technology are owned exclusively by Entara, notwithstanding any other provision herein or in the MSA. Client's right to access the Domain Technology in the EntaraWorks Platform shall terminate upon termination of the Subscription Term. To the extent Professional Services result in the creation of Domain Technology for Client and Client receives an export of such Domain Technology pursuant to Section 5.3, then subject to Client's payment in full for Professional Services under which such Domain Technology was created, Entara hereby grants to Client a perpetual, worldwide, non-exclusive, royalty-free, revocable, non-transferable license to use and modify Domain Technology for its own internal use.

6.3. Client Ownership. Client shall retain ownership of all its rights, title, and interest in and to its intellectual property rights in Client Data. Client hereby grants to ServiceNow and Entara a royalty-free, fully-paid, non-exclusive, nontransferable, sub-licensable, worldwide right to use Client Data solely for the purpose of providing the Subscription Service.

7. **COOPERATION**. Client agrees to provide all reasonable cooperation necessary or appropriate for Entara to fulfill its obligations under these Terms of Use, including (if necessary) providing access to properly equipped facilities and obtaining all Required Consents necessary for Entara to provide the EntaraWorks Services. "Required Consents" are any consents or approvals required to give Entara the right or license to access, use, and/or modify any third-party software, hardware or other products or information used by Client without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such



items. When Entara's performance hereunder requires or is contingent upon Client's performance of an obligation (including providing Required Consents, approval or notification or taking a recommended corrective action) hereunder or a relevant Service Order, and Client delays or withholds its performance beyond the agreed time period (or beyond five (5) business days, if a time period is not specified), Entara will be relieved of its obligation to perform its obligations entirely or, if it is reasonable for Entara to perform once Client performs, until a reasonable period following performance of Client's obligation.

8. **SECURITY MEASURES.** The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under Sections 3 and 4. Client shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.
9. **EXPORT COMPLIANCE.** Each party shall comply with United States and foreign export control laws and regulations. Client acknowledges that the Subscription Service, Software, Documentation, Development Tools and Deliverables are subject to the U.S. Export Administration Regulations (the "EAR") and that Client shall comply with the EAR. Without limiting the foregoing, Client represents and warrants that: (i) Client is not located in, and shall not use the Subscription Service, Software, Documentation, Development Tools and Deliverables from, any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria); (ii) Client shall not use the Subscription Service, Software, Documentation, Development Tools and Deliverables in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, sounding rockets or unmanned air vehicle systems; and (iii) Client is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Client is responsible for complying with any local laws which may impact Client's right to import, export or use the Subscription Service, Software, Documentation, Development Tools and Deliverables.

## 10. GENERAL PROVISIONS.

- 10.1. **Upgrades and Enhancements.** Entara may apply Upgrades or Enhancements to the EntaraWorks Platform from time to time in its sole discretion. Entara shall use reasonable efforts to give Client seven (7) days prior notice of any Upgrade or Enhancement which in its reasonable judgement (or that of ServiceNow) may have a materially adverse impact Client's use of the Software. ServiceNow and Entara will use commercially reasonable efforts to limit the period of time during which the Subscription Service is unavailable due to the application of Upgrades or Enhancements to no more than three (3) hours per month. However, Entara shall not be responsible for (i) any unavailability of the Software due to the application of Upgrades, (ii) any incompatibility or corruption of Domain Technology due to the application of an Upgrade or Enhancement, or (iii) Client's inability to use features or functionality of Upgrades or Enhancements to its purchased EntaraWorks Services to the extent such use is restricted or caused by the presence of Domain Technology.
- 10.2. **Disclaimer of Warranty.** Client understands that Entara is not the owner of the Subscription Service, Software, or ServiceNow Core Technology, and the warranty remedies, if any, offered by ServiceNow are Client's exclusive remedies. Therefore: ENTARA HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, RELATED TO SERVICENOW PRODUCTS, SERVICES, SOFTWARE AND MATERIALS, AND ENTARAWORKS SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF NONINFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, ENTARA MAKES NO WARRANTY OF ANY KIND THAT THE ENTARAWORKS SERVICES WILL PERFORM WITHOUT ERROR OR RUN WITHOUT INTERRUPTION.



- 10.3. Limitation of Liability With Respect To ServiceNow Core Technology. The ServiceNow Core Technology, including but not limited to Software and Subscription Services, to be provided pursuant to these Terms of Use are the sole responsibility of ServiceNow, and therefore, notwithstanding the Limitation of Liability provisions set forth in the Parties' MSA, which remains in full force and effect: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY SHALL ENTARA BE LIABLE TO CLIENT OR ANY OTHER THIRD PARTY FOR ANY GENERAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY CHARACTER ARISING OUT OF THE SERVICENOW CORE TECHNOLOGY, INCLUDING BUT NOT LIMITED TO SERVICENOW PRODUCTS, SERVICES, SOFTWARE, OR MATERIALS PROVIDED TO CLIENT, OR THE USE OF OR INABILITY TO USE THE SERVICENOW CORE TECHNOLOGY, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, LOSS OF DATA, LOSS OF PROFITS, LOSS OF OUTPUT, FAILURE OF THE SERVICE TO OPERATE WITH ANY OTHER PROGRAMS, SERVER DOWN TIME, DAMAGES FOR LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES OF WHATEVER NATURE, EVEN IF CLIENT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.4. Indemnification. In addition to the Indemnification provisions set forth in the MSA Client shall defend, indemnify and hold Entara and the officers, directors, employees, agents, and representatives of Entara ("**Entara Indemnitees**") harmless from and against all Losses incurred or suffered by such Entara Indemnitees arising out of, or in connection with, any third-party claim, demand, or cause of action (each, a "**Claim**") to the extent such Claim is based upon or arises out of Client's use of the EntaraWorks Services. The remaining indemnification obligations of the Parties set forth in the MSA shall remain in full force and effect.
- 10.5. Third-Party Beneficiary. The Parties acknowledge that ServiceNow, as the entire legal and beneficial owner of the ServiceNow Core Technology, shall be a third-party beneficiary under these Terms of Use.