

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5735520

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNMENT ORIGINALLY FILED ON APPLN NO. 10/831,865 TO CORRECTLY BE FILED ON 10/813,865 WHICH WAS previously recorded on Reel 042269 Frame 0682. Assignor(s) hereby confirms the CORRECTLY ASSIGNED APPLICATION NO. SHOULD BE 10/813,865.

CONVEYING PARTY DATA

Name	Execution Date
INTERNATIONAL BUSINESS MACHINES	12/24/2016

RECEIVING PARTY DATA

Name:	SERVICENOW, INC.
Street Address:	2225 LAWSON LANE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10813865

CORRESPONDENCE DATA

Fax Number: (281)970-4503

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2819704545

Email: docket@fyiplaw.com

Correspondent Name: MICHAEL G. FLETCHER

Address Line 1: P.O. BOX 692289

Address Line 4: HOUSTON, TEXAS 77269

ATTORNEY DOCKET NUMBER:	SNPA:0002 (V1-IBM)
NAME OF SUBMITTER:	MICHAEL G. FLETCHER
SIGNATURE:	/Michael G. Fletcher/
DATE SIGNED:	09/24/2019

Total Attachments: 28

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Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTERNATIONAL BUSINESS MACHINES	12/24/2016
RECEIVING PARTY DATA	
Name:	SERVICENOW, INC.
Street Address:	2225 LAWSON LANE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 46	
Property Type	Number
Application Number:	09942745
Application Number:	13159114
Application Number:	13925343
Application Number:	12194381
Application Number:	09652192

PATENT

Application Number:	11694664
Application Number:	14058459
Application Number:	12046759
Application Number:	12611266
Application Number:	13004049
Application Number:	14018961
Application Number:	10023154
Application Number:	09943563
Application Number:	13882247
Application Number:	11459944
Application Number:	11237295
Application Number:	12033938
Application Number:	12337597
Application Number:	12327548
Application Number:	12336745
Application Number:	12478423
Application Number:	12061185
Application Number:	14990182
Application Number:	11068338
Application Number:	09804875
Application Number:	11960629
Application Number:	10695164
Application Number:	11774859
Application Number:	11772865
Application Number:	10831865
Application Number:	09968353
Application Number:	10407536
Application Number:	09967553
Application Number:	10453951
Application Number:	10869873
Application Number:	11479532
Application Number:	11746171
Application Number:	11627398
Application Number:	15074776
Application Number:	15098499
Application Number:	11146627
Application Number:	15212435

PATENT

Application Number:	60490627
Application Number:	60290482
Application Number:	10037659
Application Number:	12331377

CORRESPONDENCE DATA

Fax Number: (281)970-4503
Phone: 2819704545
Email: docket@fyiplaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: MICHAEL G. FLETCHER
Address Line 1: P.O. BOX 692289
Address Line 4: HOUSTON, TEXAS 77269

ATTORNEY DOCKET NUMBER:	SERV:0001
NAME OF SUBMITTER:	MICHAEL G. FLETCHER
Signature:	/Michael G. Fletcher/
Date:	04/17/2017

Total Attachments: 19
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RECEIPT INFORMATION

EPAS ID: PAT4371067
Receipt Date: 04/17/2017

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PATENT

Agreement Reference Number L169733

PATENT ASSIGNMENT AGREEMENT

("Agreement") with an Effective Time & Date as defined below, between INTERNATIONAL BUSINESS MACHINES CORPORATION, a New York corporation ("IBM"), and ServiceNow, Inc. ("BUYER"), a Delaware corporation.

WHEREAS, IBM has the right to assign its interest in the Assigned Patents as defined below; and

WHEREAS, subject to the reservation by IBM of certain rights, IBM desires to assign its ownership interest in the Assigned Patents and BUYER desires to acquire such ownership interest in the Assigned Patents;

WHEREAS, concurrently herewith, IBM and BUYER are entering into a patent cross license agreement having license reference number L169732 (the "Patent Cross License Agreement")

Now therefore, in consideration of the premises and mutual covenants herein contained, IBM and BUYER agree as follows:

Section 1. Assignment

1.1 Subject to all rights granted to others prior to the Effective Time & Date, to IBM's reservation of rights set forth in Section 2, and to the terms in Section 3.1, IBM hereby irrevocably sells, transfers and assigns to BUYER effective on the Effective Time & Date all right, title and interest in and to the Assigned Patents that IBM has as of the Effective Time & Date, including the right to sue for injunctive relief and present and future damages for infringement of any of the Assigned Patents accruing on and after the Effective Time & Date and, subject to Section 2.3, all rights to recover all past and present damages (including any reasonable royalty) accrued as of the Effective Time & Date to the extent that such damages have or had not previously been recovered by IBM.

Subject to all rights granted to others prior to the Effective Time & Date, and to IBM's reservation of rights set forth in Section 2, IBM hereby irrevocably sells, transfers and assigns to BUYER all right, title and interest in and to the Assigned Patent Applications that IBM has as of the Effective Time & Date, including but not limited to its right to pursue and obtain patent protection under the Assigned Patent Applications for claims to Supported Subject Matter to the extent such claims are both: (i) supported in an Assigned Patent Application such that the Specification of the Assigned Patent Application meets the United States' written description and enablement requirements, and similar requirements, if any, for those filed outside of the United States and (ii) invented by at least one of the same inventors that invented the Claimed Subject Matter in such Assigned Patent Application. No rights are granted or assigned with respect to any other Unclaimed Subject Matter or to Unassigned Patents and the inventions described or claimed therein.

1.1.1 It is the intent of IBM to assign, if they exist, all Patent Family Members and Patent Application Family Members of all Assigned Patents that are pending or in-force on the terms and subject to the conditions of this Agreement. If, within ninety (90) days after the Effective Time & Date BUYER notifies IBM in writing of any patent or patent application that is a Patent Family Member or Patent Application Family Member of an Assigned Patent, IBM shall (to the extent that it has the right to do so at the time) promptly (i) assign to BUYER, all right, title and interest of IBM as of the date of such assignment in and to such Patent Family Member or Patent Application Family Member, as the case may be and to the extent not heretofore assigned to BUYER, subject to rights granted to others and reserved rights of the type described in this Agreement but substituting 11:59 PM Eastern time on the date of such assignment in place of the Effective Time and Date subject only to the representations and warranties of Section 4.4 that are true at the time of such assignment; (ii) with respect to each such Patent Family Member or Patent Application Family Member, execute or cause to be executed all documents or instruments set forth in this Agreement as if such Patent Family Member or Patent Application Family Member had been included in the Assigned Patents on the Effective Time & Date substituting 11:59 PM Eastern time on the date of such assignment in place of the Effective Time and Date; and (iii) with respect to each such Patent Family Member or Patent Application Family Member, do all lawful acts, in each case as may be reasonably necessary to perfect BUYER's right, title, and interest in and to such Patent Family Member or Patent Application Family Member, and recordation thereof as if such Patent Family Member or Patent Application Family Member had been included in the Assigned Patents on the Effective Time & Date.

1.2 Except as expressly set forth in this Section 1.2, BUYER shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of the BUYER's right, title, and interest in and to each Assigned Patent and recordation thereof.

With respect to the Assigned Patents that are pending or issued in the United States, not later than thirty (30) days after the Effective Time & Date, IBM shall deliver to BUYER an executed document substantially similar to Exhibit D and its referenced Exhibits A and C (attached hereto and also titled Exhibits A and C, respectively). Unless additional documents and instruments are necessary to perfect BUYER's right, title, and interest in and to such Assigned Patents and recordation thereof, IBM's execution of such documents and their timely delivery to BUYER shall fully satisfy IBM's obligations under this Section 1.2 with respect to such Assigned Patents. In the case that additional documents and instruments are necessary to perfect BUYER's right, title, and interest in and to such Assigned Patents and recordation thereof in the United States, upon BUYER's written request and at BUYER's expense, IBM shall execute such documents and instruments prepared by BUYER, provided that, not later than ninety (90) days after the Effective Time & Date and not later than fifteen (15) days prior to BUYER's expected date of recordation, BUYER shall provide IBM with such documents and instruments requiring IBM's signature, suitable for recording, having terms and conditions reasonably acceptable to IBM and IBM shall execute and return them within a reasonable period of time.

With respect to the Assigned Patents that are pending or issued outside the United States, upon BUYER's written request and at BUYER's expense, IBM shall execute all documents and instruments prepared by BUYER, and shall do all lawful acts, in each case as may be reasonably

necessary to perfect BUYER's right, title, and interest in and to such Assigned Patents and recordation thereof, provided that, not later than thirty (30) days after the Effective Time & Date and not later than fifteen (15) days prior to BUYER's expected date of recordation, BUYER shall provide IBM with any documents requiring IBM's signature, suitable for recording, having terms and conditions reasonably acceptable to IBM and to the extent possible substantially similar to Exhibit D except for any additional or different terms and conditions that would be legally necessary in patent assignments of the relevant local jurisdiction and IBM shall execute and return them within a reasonable period of time. BUYER shall provide IBM with an English translation of each such document concurrently therewith.

Not later than ninety (90) days after the Effective Time & Date, IBM shall deliver (or instruct its agents or counsel to deliver) to BUYER or its designee copies of any Prosecution History Files including but not limited to ribbon copy of any Assigned Patents, to the extent they are in IBM's control or possession and accessible with reasonable effort, which may be delivered in electronic form.

1.3 BUYER shall be solely responsible for all actions and all costs, including attorneys' fees and patent office fees in any jurisdiction, having a Due Date after the Effective Time & Date and associated with: (i) maintaining the enforceability of any of the Assigned Patents; or (ii) further prosecution of any of the Assigned Patents, and IBM shall provide BUYER as of the Effective Time & Date a schedule, based on IBM records, of all prosecution filings or submissions having a due date within ninety (90) days of the Effective Time & Date. Except as expressly set forth in this Agreement, IBM and inventors of the Assigned Patents shall not be obligated to assist in prosecution or maintenance of the Assigned Patents or to execute or have executed additional oaths or declarations after the Effective Time & Date except as required to complete any Assigned Patent Applications filed with missing parts. No later than twenty (20) days after the Effective Time & Date, IBM shall provide a schedule indicating therein maintenance fee information it maintains with respect to the Assigned Patents having a due date within six (6) months after the Effective Time & Date. BUYER shall not communicate with any IBM employee in connection with this Agreement or the Assigned Patents other than through the point of contact set forth in Section 3.3 below, unless agreed to in writing by IBM.

1.4 Except with respect to the Assigned Patents as expressly set forth in this Agreement, no license, immunity, ownership interest, or other right is granted under this Agreement, either directly or by implication, estoppel, or otherwise.

Section 2. Reserved Rights

2.1 IBM reserves and retains, and BUYER hereby grants to IBM, in each case for the benefit of IBM and its Subsidiaries and its and their successors and assigns (as used herein, such successors and assigns with respect to IBM Subsidiaries are deemed to be entities within the scope set forth in Sections 2.1(a) and (c) below, and with respect to IBM such successors and assigns shall be those successors and assigns of IBM by way of merger with or acquisition of IBM), an irrevocable, non-transferable, nonexclusive, worldwide, fully paid-up, royalty free right and license under the Assigned Patents, to make, have made, use, have used, import, have imported, license, offer to sell, sell, lease, and otherwise transfer any product or service, and to

practice and have practiced any method. Such reserved right and license includes the right to grant, without notice or accounting and with any required consents hereby deemed granted by BUYER, sublicenses and releases of the same or lesser scope to: (a) any entities that are on the Effective Time & Date, or thereafter become, a Subsidiary of IBM or a Subsidiary of one of IBM's Subsidiaries, such sublicenses including the right of sublicensed Subsidiaries to sublicense their Subsidiaries and surviving in the event any such Subsidiary ceases to be a Subsidiary of IBM provided, however that once a Subsidiary ceases to be a Subsidiary of IBM the licenses granted to such Subsidiary under this Section 2.1(a) shall automatically become limited to the products, technologies, and services (including those under development) of such Subsidiary at the time it ceases to be a Subsidiary as well as incremental improvements that do not materially alter the essential function of any or all of the foregoing relative to their state at the time it ceases to be a Subsidiary; and (b) any third parties with respect to which IBM or any of its Subsidiaries has granted or provided, or has or incurs an obligation to grant or otherwise provide, a written release, license, immunity, covenant not to sue, or similar right or covenant under any Assigned Patents, where such grant, provision or obligation is based upon any written agreement existing prior to the effective Time & Date between IBM or any of its Subsidiaries and such third parties, provided however, any sublicense granted pursuant to this Section 2.1(b) shall be limited to a field and a term defined no more broadly than necessary to fulfill such duty or obligation; (c) any third parties to which, on or after the Effective Time & Date, IBM or any of its Subsidiaries transfers a product line, a service line or a Subsidiary (each, a "Divestiture"), provided however, any sublicense granted pursuant to this Section 2.1(c) shall be limited to the particular product (including the technologies embodied therein) or service line being transferred (including products and services under development at the time of transfer) as well as incremental improvements that do not materially alter the essential function of any or all of the foregoing relative to their state at the time of transfer; and (d) third parties with respect to IBM's or its Subsidiaries' rights in Section 4.2. Except as expressly set forth in the Agreement, no further rights are retained by IBM or its Subsidiaries in the Assigned Patents and in particular no rights to claim damages or other relief for infringement of the Assigned Patents past, present or future is retained by IBM, its Subsidiaries and its and their successors and assigns.

2.2 IBM reserves and retains, for the benefit of itself and its Subsidiaries and its and their successors and assigns, an irrevocable, nonexclusive, worldwide, fully paid-up, royalty free right to grant immunities from suit under each Assigned Patent to: (a) third parties where the suit is based on products, methods, technologies, or services to the extent provided or designed by IBM or its Subsidiaries, but only to the extent such products, methods, technologies, or services, would alone (and not in combination with any third party products, methods, technologies, services or other instrumentalities) infringe the Assigned Patents in the absence of a license under the Assigned Patents, and (b) third parties where such suit, if brought by IBM or its Subsidiaries, would breach a written agreement containing a promise or covenant not to sue under any Assigned Patents made by IBM or its Subsidiaries prior to the Effective Time & Date.

2.3 IBM reserves and retains, for the benefit of itself and its Subsidiaries and its and their successors and assigns, all rights to past, present, and future royalties and other consideration given, due or to become due in exchange for rights with respect to any Assigned Patent arising or accruing under agreements existing prior to the Effective Time & Date. IBM further reserves and retains, for the benefit of itself and its Subsidiaries and its and their successors and assigns, all such royalties and other consideration arising out of or accruing under any release, license,

sublicense, immunity or other right granted by IBM or its Subsidiaries pursuant to any of Sections 2.1, 2.2 and 2.6.

2.4 BUYER, on behalf of itself, its Subsidiaries, and its and their successors and assigns, agrees not to challenge the validity and enforceability of any written contracts or obligations between IBM or its Subsidiaries and its or their Licensees that exist on or before the Effective Time & Date that are applicable to the Assigned Patents or any term under this Agreement on the grounds that they were not of record, or that BUYER, its Subsidiaries, or its or their successors in interest or assigns had no notice of or were otherwise unaware of such contracts, duties or obligations. BUYER shall not intentionally interfere with: (i) any such contract or contractual relationship between IBM or its Subsidiaries and its or their Licensees of which it is aware and has been notified by IBM in writing, or the receipt of any right thereunder, or the performance of any obligation thereunder, by or between IBM or its Subsidiaries and its or their Licensees of which it is aware and has been notified by IBM in writing; and (ii) any benefits that IBM or any Licensee of IBM gains through such contract or contractual relationship, the receipt of any right, or the performance of any obligation thereunder, of which it is aware and has been notified by IBM in writing.

BUYER shall contractually require all rights granted and all assignments and exclusive licenses made by BUYER with respect to the Assigned Patents be made subject to the licenses and other rights reserved by IBM and to the agreements, rights, duties, and obligations between IBM or its Subsidiaries and its or their Licensees.

2.5 With respect to the licenses and other rights reserved by IBM, the obligations of BUYER under this Agreement (other than the payment obligation set forth in Section 3.1), and the agreements, rights, duties, and obligations between IBM or its Subsidiaries and its or their Licensees, BUYER agrees to contractually require its successors in interest, assigns and exclusive licensees of each Assigned Patent to abide by terms that are the same as the terms of this Agreement, and use reasonable efforts to ensure that the benefit to IBM or its Subsidiaries and its or their Licensees with respect to said terms is clear and not merely incidental, and require such successors in interest to require the same, in all subsequent transfers of rights, assignments and exclusive licenses.

2.6 IBM reserves the right to license or re-license any Licensees that, by operation of law or for any other reason, lose rights granted under the Assigned Patents (such rights granted pursuant to any written agreement existing prior to the Effective Time & Date between IBM or any of its Subsidiaries and any third parties) due to a transfer of rights, assignment or exclusive license of any Assigned Patent, provided that any such license or re-license shall only be to the same or lesser term and scope of the rights so lost. Except as expressly set forth in this Agreement, this right does not include any right to grant further licenses, waive any non-assignment provision or non-transferability provision of any license existing as of the Effective Date & Time or to proliferate in any way a license so that a greater number of licensees shall or may become a beneficiary of that license than those originally licensed.

2.7 BUYER shall execute all documents and instruments, and shall do all reasonable lawful acts, in each case as may be reasonably necessary, at IBM's written request, to record or perfect the reserved rights of IBM and its Licensees under this Agreement; provided that, not later than

ninety (90) days after the Effective Time & Date and not later than fifteen (15) days prior to IBM's expected date of recordation, IBM shall provide BUYER with any documents requiring BUYER's signature, suitable for recording, having terms and conditions reasonably acceptable to BUYER and legally necessary or desirable in the relevant local jurisdiction and BUYER shall execute and return them within a reasonable period of time. IBM shall provide BUYER with an English translation of each such document concurrently therewith. Any acts undertaken by BUYER solely under this Section 2.7 shall be at IBM's expense.

2.8 In the event BUYER, or any successor in interest, assignee or exclusive licensee of any Assigned Patent, files any patent application that claims, or is entitled to claim, priority from any Assigned Patent, then such patent application and any patent issuing thereon shall be subject to the obligations of BUYER (including but not limited to its successors, assigns and exclusive licensees) under this Agreement and the rights and licenses reserved by, granted to, or otherwise provided for IBM (including its successors and assigns) its Subsidiaries and its or their Licensees under this Agreement to the same extent as if such patent application or any patent issuing thereon were an Assigned Patent.

2.9 The term of rights and licenses reserved hereunder shall be from the Effective Time & Date until the date that the last Assigned Patent expires.

Section 3. Payment and Communication

3.1 As consideration for the assignment to BUYER under this Agreement and in partial consideration for the release and license granted by IBM to BUYER under the Patent Cross License Agreement, BUYER shall pay to IBM Eight Million US dollars (US\$8,000,000.00) on signing this Agreement, no portion of which shall be refundable.

If IBM does not receive the total payment set forth in this Section 3.1 before 3:00 PM North American Eastern Time on December 29, 2016, IBM shall have the right to void this Agreement ab initio upon written notice to BUYER.

Payments shall be made by wire transfer to:

Director of Licensing
International Business Machines Corporation
PNC BANK
500 First Avenue
Pittsburgh, PA 15219
Bank Account Number: 1017306369
ABA Routing Number: 043000096

3.2 Except as provided in Section 3.2.1, each party shall pay all taxes (including, without limitation, sales and value added taxes) imposed by the national government, including, without limitation, any political subdivision thereof, of any country in which said party is doing business, as the result of said party's furnishing consideration hereunder. In the event such a tax becomes payable as a result of a party's furnishing consideration in respect of a sublicense granted to any

of its Subsidiaries, said party shall be responsible for determining the amount of and paying, or causing said sublicensed Subsidiary to pay, said tax.

3.2.1 BUYER shall pay withholding tax only as required under applicable law on payments made to IBM hereunder and shall be required to remit to IBM only the net proceeds thereof. BUYER agrees to remit in a timely manner the taxes withheld to the appropriate government authority. Furthermore:

- (a) BUYER shall furnish IBM with documentation evidencing such withholding taxes within sixty (60) days after such tax has been withheld from a payment; and
- (b) to the extent that there is an applicable treaty that provides for a reduction of such taxes, BUYER shall fully cooperate with IBM in seeking such waiver or reduction and promptly complete and/or file any and all pertinent documents, at IBM's written request and IBM's expense.

3.3 Notices and other communications relevant to this Agreement or to any of the Assigned Patents shall be sent by facsimile, e-mail, by registered or certified mail or by reputable courier to the following address. Notices and other communications sent by facsimile shall be effective upon sending if followed within twenty-four (24) hours by a mailed confirmation. Notices and other communications sent by mail or courier shall be effective upon deposit with the postal service or with the courier.

For IBM:
Director of Licensing
IBM Corporation
North Castle Drive, MD-NC119
Armonk, NY 10504-1785
United States of America
Facsimile: 01-914-765-4380
E-mail: ipemail@us.ibm.com

For BUYER:
ServiceNow, Inc.
Attn: Robert Specker
2225 Lawson Lane
Santa Clara, CA 95054
United States of America
E-mail: robert.specker@servicenow.com

3.4 An Agreement Reference Number L169733 has been assigned to this Agreement. This number should be included in all communications and wire transfer payments.

Section 4. Miscellaneous

4.1 Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, trade dress or other designation of either party hereto or of any of its Subsidiaries. Each party hereto agrees not to use or refer to this Agreement or any provision hereof in any promotional activity without the express written approval of the other party, provided, however that BUYER may issue a press release after the payment in Section 3.1 has been made by BUYER to IBM, disclosing only the fact that it has purchased some number of patents from IBM, provided that BUYER first obtains IBM's written approval of the content of such press release, such approval not to be unreasonably withheld.

4.2 As between IBM and BUYER, and subject to restrictions appearing above, BUYER, as the acquirer of IBM's right, title, and interest in each Assigned Patent, has sole discretion whether or not to institute any action or suit against third parties for infringement of any Assigned Patent or to defend any action or suit which challenges or concerns the validity of any Assigned Patent. Notwithstanding the above, Buyer agrees not to commit Acts of Aggression against IBM Strategic Open Source Software or Implementations of IBM Strategic Standards. If Buyer commits such Acts of Aggression, IBM may, at its option, grant licenses and releases under the Assigned Patents for such IBM Strategic Open Source Software or Implementations of IBM Strategic Standards. Nothing in this Section 4.2 shall prevent the BUYER from threatening or filing a patent infringement lawsuit against a third party in response to a patent infringement lawsuit, or administrative proceeding based on a claim of infringement, filed by that party, either as a counterclaim or a separate, independent claim against the third party or one of its affiliates.

4.3 BUYER shall indemnify and hold IBM and its Subsidiaries harmless against all losses, costs and expenses (including employee time and attorneys' fees) arising from BUYER's activities relating to defense enforcement or licensing of any Assigned Patent. If BUYER brings or maintains a patent infringement claim under any Assigned Patent against any third party, knowing that such third party is a Licensee acting within the scope of its licensed rights and where BUYER does not have a good faith belief that such third party may not be a Licensee, BUYER shall indemnify such third party from all reasonable losses, costs and expenses arising therefrom.

4.4 IBM represents and warrants that it has the full right and power to assign its rights in each Assigned Patents as set forth in Section 1.1. IBM further represents and warrants to BUYER that

- (a) IBM is the sole and exclusive owner of all right, title and interest in and to the Assigned Patents and the owner of record in the United States Patent and Trademark Office of the Assigned Patents,
- (b) the Assigned Patents are free and clear of all financial liens, claims, mortgages, security interests, and joint ownership interests.
- (c) IBM has paid, and will pay all maintenance fees for the Assigned Patents which have a Due Date on or prior to the Effective Time & Date,
- (d) IBM or its Subsidiaries has not granted an exclusive license or other exclusive rights under the Assigned Patents,
- (e) none of the Assigned Patents that are subject to terminal disclaimers have, prior to the Effective Time & Date, been assigned in a manner that would make the Assigned Patents unenforceable for reasons of lack of common ownership to the extent such common ownership was required by such terminal disclaimer, and
- (f) to the best of IBM's knowledge,
 - (i) there are no pending patent infringement lawsuits that assert or declaratory judgement actions brought against the Assigned Patents in a court of competent jurisdiction,
 - (ii) none of the Assigned Patents are in the subject of any re-examination, reissue, opposition or interference proceeding, and
 - (iii) none of the Assigned Patents has been found invalid or unenforceable for any reason in any administrative, arbitration, or judicial proceeding, provided however that the foregoing does not apply to issuances by the patent office in the prosecution of the Assigned Patents.

4.4.1 IBM represents and warrants that to the knowledge of Tom McBride, after due inquiry and investigation, the results of a good faith search of IBM's licensing database (LFMS), using the names as listed in Exhibit E did not result in records identifying patent agreements that remain in force: (a) with the third parties identified in List A of Exhibit E under which IBM expressly granted a license under the Assigned Patents; and (b) with the third parties identified in List B of Exhibit E under which IBM expressly granted a license under those Assigned Patents that claim priority after the date set forth in parentheses following the name of each such third party; and (c) with the third parties identified in List C of Exhibit E under which IBM or any of its Subsidiaries expressly granted or is obligated to grant a license, immunity or release under the Assigned Patents that extends beyond the date set forth in parentheses following the name of each such third party. The foregoing statement does not apply to any non-exclusive license or right under the Assigned Patents granted: (i) by operation of law or equity, (ii) implicitly, (iii) appurtenant to the sale or other transfer of products, services, or product or service lines, (iv) by or through a third party, (v) in relation to membership in or other activity with respect to a standards setting or similar organization, (vi) appurtenant to development, services or technology license agreements in a transaction that is not limited solely to granting patent rights, or (vii) to any company not identified in List A or B.

EXCEPT AS SPECIFICALLY WARRANTED IN THIS SECTION 4.4, IBM MAKES NO REPRESENTATION OR WARRANTY REGARDING THE VALIDITY OR ENFORCEABILITY OF ANY ASSIGNED PATENT. EXCEPT AS SPECIFICALLY WARRANTED IN THIS SECTION 4.4, IBM MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR COVENANTS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION, WARRANTY, OR COVENANT THAT THE PRACTICE OF ANY INVENTION CLAIMED IN AN ASSIGNED PATENT WILL NOT INFRINGE ANY OTHER PATENT THAT IS OR WAS AT ANY TIME OWNED BY IBM (AND FOR THE AVOIDANCE OF DOUBT, NO LICENSE, EXPRESS OR IMPLIED, IS PROVIDED HEREUNDER FOR SUCH INFRINGEMENT), NOR SHALL IBM HAVE ANY LIABILITY WITH RESPECT TO INFRINGEMENT BY BUYER OF PATENTS OR OTHER RIGHTS OF THIRD PARTIES.

4.4.2 On written request of BUYER notifying IBM of an unsubstantiated claim of a license or similar right under an Assigned Patent, made by a third party to BUYER, IBM will use reasonable efforts to verify such claim by searching its patent license database and to the extent not prohibited by law or contract will report the results of such effort to BUYER (and, where applicable, will notify BUYER when it is so prohibited by law or contract).

4.4.3 In the event that BUYER has been sued for patent infringement or been put on notice of patent infringement by a third party, BUYER may inquire in writing whether such third party is licensed under the Assigned Patents. IBM will conduct a search of IBM's patent licensing database (LFMS) and, to the extent not prohibited by law or contract (and, where applicable, will notify BUYER when it is so prohibited by law or contract), provide a response to BUYER as to whether such search using the third party name provided by BUYER results in a record of an express patent agreement under the Assigned Patents with such third party. IBM's response will not apply to any license or right under the Assigned Patents granted: (i) by operation of law or

equity, (ii) implicitly, (iii) appurtenant to the sale, lease, license or other transfer of products and services, (iv) by or through a third party, or (v) appurtenant to participation in a standards setting or open source protection organization, or to development, services or technology license agreements in a transaction (or series of transactions) that is not limited solely to granting patent rights. The foregoing right shall be limited to no more than (ten) 10 inquiries per calendar year.

4.5 This Agreement shall not be binding upon the parties until it has been signed by or on behalf of each party. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed as aforesaid. Each party specifically disclaims reliance on any representations or warranties not embodied in this Agreement.

4.6 If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties. If any of the reserved rights of IBM are found to be invalid, illegal or unenforceable in any respect for any reason, at IBM's option such reserved rights under this Agreement shall be renegotiated so as to effect the original intent of the parties with respect to such reserved rights as closely as possible in a mutually acceptable manner. Nothing in this Section 4.6 shall be construed to allow the assignment hereunder to be affected in any manner.

4.7 This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the law of the State of New York, USA, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof. As part of the consideration received hereunder, each of the parties consents to the jurisdiction of any New York State court located in the County of New York and any federal court of the United States of America located in the Southern District of New York. Each of the parties waives all objections to New York venue for any action instituted hereunder.

4.8 The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

4.9 Each party may disclose the existence of this Agreement and the fact that the Assigned Patents were assigned hereunder by IBM to BUYER. Each party may use similar terms and conditions in other agreements. However, subject to the exceptions provided herein, until the date that the last Assigned Patent expires, each party agrees not to disclose the terms of this Agreement to any third party (other than its Subsidiaries) without the prior written consent of the other party. This obligation is subject to the following exceptions: disclosure is permissible: (a) if required by government or court order or otherwise required by law or any applicable securities exchange rules or regulations; (b) if required to enforce rights under this Agreement; (c) by either party on a confidential basis, to anyone the discloser reasonably determines has a legitimate need to know; (d) to the extent required to record the assignment of the Assigned Patents and the reserved rights and licenses contained herein; (e) by IBM or its Subsidiaries to any third party to which IBM or its Subsidiaries has a duty or obligation to grant a license, covenant not to sue, immunity or other right under any Assigned Patent.

4.10 This Agreement and its Exhibits and their attachments, embody the entire understanding of the parties with respect to the Assigned Patents and merges all prior discussions between the parties. Neither party shall be bound by any condition, definition, warranty, understanding or representation with respect to the subject matter hereof other than as expressly provided herein.

4.11 This Agreement and any amendments hereto may be signed (including by digital or other electronic means) in one or more counterparts, each of which, when signed and delivered, shall be deemed to be an original. Any copy of this Agreement made by reliable means (for example, digital, photocopy or facsimile) is considered an original. All such counterparts together shall constitute one and the same valid and binding agreement, even if all of the parties have not signed the same counterpart. Signatures to this Agreement may be delivered by facsimile, by digital or other electronic means in which case the digital signature, or the facsimile or photocopy copy of an original signature shall be deemed to be an original signature.

4.12 EXCEPT AS SET FORTH IN SECTION 4.3, NEITHER BUYER NOR IBM SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR GOODWILL, BUSINESS INTERRUPTIONS AND CLAIMS OF CUSTOMERS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF SECTIONS 2.4 AND 4.3, IN NO EVENT SHALL EITHER PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ALL BREACHES OF THIS AGREEMENT BY SUCH PARTY, INCLUDING BUT NOT LIMITED TO BREACH OF REPRESENTATION OR WARRANTY UNDER SECTION 4.4, EXCEED EIGHTY PERCENT (80%) OF THE TOTAL CONSIDERATION PAID BY BUYER TO IBM AT THE TIME OF THE BREACH, AS SET FORTH IN SECTION 3.1 UNDER THIS AGREEMENT.

4.13 Except as expressly provided in this Agreement, each party agrees that the other party may prosecute and maintain its patents and pending applications in its own best interest, and neither BUYER nor IBM shall be liable for any damages resulting from actions taken in connection with such prosecution or maintenance.

4.14 Nothing contained herein, or done pursuant to this Agreement, will constitute the parties hereto entering into a joint venture or partnership or will constitute either party hereto being the agent of the other party for any purpose or in any sense whatsoever.

4.15 The last signature of this Agreement will be deemed to have been made by IBM in the United States and the parties agree that the Agreement will be deemed to have been executed in the United States.

4.16 Neither party shall be considered the author of this Agreement for the purpose of interpreting any provision herein.

4.17 Each party acknowledges that its legal counsel has reviewed and approved this Agreement including but not limited to its Exhibits and attachments.

Section 5.

Definitions

“Acts of Aggression” shall mean threatening or filing a patent infringement lawsuit that alleges that the development, distribution, sale, import, or use of a product infringe any of the Assigned Patents; provided that, regarding assertions against Implementations of IBM Strategic Standards, it shall be an Act of Aggression only if the asserted claims of the Assigned Patent are necessary (that is, all commercially reasonable implementations of all normative portions of the specification would infringe the asserted claims) to practice the specification. Acts of Aggression by BUYER do not include threatening or filing a patent infringement lawsuit against a third party in response to a patent infringement lawsuit or administrative proceeding based on a claim of infringement filed by that party or its affiliates, either as a defense, counterclaim or a separate, independent claim against the third party or one of its affiliates.

“Assigned Patents” shall mean (subject to Section 2.8) the Listed Patents, Patent Family Members, the Assigned Patent Applications, Patent Application Family Members, patents issuing from the Assigned Patent Applications or Patent Application Family Members, and patents that may reissue from any of the foregoing on or after the Effective Time & Date.

“Assigned Patent Applications” shall mean the patent applications listed in Exhibit C still pending as of the Effective Time & Date.

“Claimed Subject Matter” shall mean inventions that have been or are claimed in an Assigned Patent Application on or before the Effective Time and Date.

“Due Date” shall mean the latest date on which a payment can be made or an action taken.

“Effective Time & Date” shall mean 11:59PM United States Eastern Time on the day IBM receives the total payment specified in Section 3.1.

“IBM Strategic Open Source Software” shall mean: (a) OSS produced or distributed by software development communities of which IBM or its Subsidiaries is a member or a contributor, or the code of which IBM or its Subsidiaries uses in its or their ordinary course of business, distributes in its or their products, or relies on for its or their products; (b) OSS which was released prior to five years after the Effective Time & Date (other than code owned by a commercial entity which first qualifies as OSS after that entity is put on notice by BUYER of infringement of an Assigned Patent); and (c) OSS which is included in one or more of the following Linux distributions: RedHat, Fedora, Novell/SUSE, Debian.

“Implementations of IBM Strategic Standards” shall mean those portions of a product that implement specifications produced, in whole or in part, by IBM or its Subsidiaries or by organizations of which IBM or its Subsidiaries is a member or the specifications that IBM or its Subsidiaries implements in its products; provided that it shall not include specifications where it is customary in the industry to charge a royalty for necessary patent claims (i.e., one or more other holders of necessary patent claims charge royalties) and where such royalties are condoned by the organization that has promulgated the specification (i.e., the management body of the organization is aware of the practice and has endorsed it or has acquiesced to it; has not requested

that the patent holder grant royalty free licenses; and has not begun work to modify the specification to avoid the royalty-bearing patents). Implementations of IBM Strategic Standards shall not include any portions of a product that are not necessary to comply with all normative portions of the specifications being implemented.

"Licensee" shall mean any third party (including Subsidiaries of IBM) to which IBM, pursuant to any written agreement existing prior to the Effective Time & Date: (i) has granted or is obligated to grant licenses, immunities, covenants not to sue or any other rights under an Assigned Patent as of the Effective Time & Date; or (ii) reserves the right under this Agreement to grant licenses, immunities, covenants not to sue or any other rights under an Assigned Patent.

"Listed Patents" shall mean the patents listed in Exhibit A or Exhibit B, hereto. A Listed Patent of one country may or may not have a counterpart in another country that is a Listed Patent.

"Open Source Software" or "OSS" shall mean any computer software program whose source code is published and available for inspection and use by anyone, and is made available under a license agreement that permits recipients to copy, modify and distribute the program's source code without payment of fees or royalties. All licenses certified by opensource.org and listed on their website are Open Source Software licenses.

"Patent Application Family Member" shall mean a patent application that (i) has been filed prior to the Effective Time & Date or is filed after the Effective Time & Date in any jurisdiction, and (ii) claims priority from, claims common priority with or to which priority is claimed by an Assigned Patent or Assigned Patent Application, including, but not limited to, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, and divisions of an Assigned Patent.

"Patent Family Member" shall mean a patent, in any jurisdiction (other than Brazil), that claims priority from, claims common priority with or to which priority is claimed by an Assigned Patent, including, but not limited to, reexaminations, extensions, continuations, continuing prosecution applications, requests for continuing examinations, divisions, and counterparts of an Assigned Patent.

"Prosecution History File" means the patent prosecution file maintained by the IBM Intellectual Property Law Department or its outside counsel for an Assigned Patent, but not including any billing information or any IBM confidential information which is not related to the conception or reduction to practice of the Assigned Patent.

"Specification" shall mean all parts of an Assigned Patent Application as originally filed or amended as of or prior to the Effective Date & Time, including but not limited to abstract, background, summary of the invention and detailed description.

"Subsidiary" shall mean a corporation, company or other entity: (a) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are now or hereafter owned or controlled, directly or indirectly, by a party hereto; or (b) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than fifty

percent (50%) of whose ownership interest representing the right to make the decisions for such entity is now or hereafter owned or controlled, directly or indirectly by a party hereto.

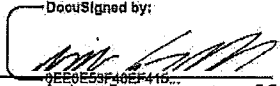
"Supported Subject Matter" shall mean inventions and/or technologies that are described, in whole or in part, in the Specification of an Assigned Patent Application.

"Unassigned Patents" shall mean patents and patent applications owned by IBM other than the Assigned Patents.

"Unclaimed Subject Matter" shall mean inventions and/or technology that are described, in whole or in part, in the specification of an Assigned Patent Application, which inventions are not claimed in such Assigned Patent Application as of the Effective Time and Date.

Agreed to:

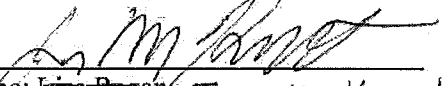
SERVICENOW, INC.

DocuSigned by:
By 
Name Michael P. Scarpelli
Title CFO

Date December 23, 2016

Agreed to:

INTERNATIONAL BUSINESS
MACHINES CORPORATION

By 
Name: ~~Lisa Regan~~ Jon M Knight
Title: ~~Director Research and Intellectual~~
Property Finance Vice President

Date December 24, 2016

EXHIBIT A

Granted US Patents

IBM Docket Number	Country	Patent Number	Application Number	Filing Date	Issue Date
AUS920010291US1	US	6928556	09/942745	8/30/2001	8/9/2005
AUS920060231US2	US	8473909	13/159114	6/13/2011	6/25/2013
AUS920060231US3	US	9026996	13/925343	6/24/2013	5/5/2015
BUR920080253US1	US	8266254	12/194381	8/19/2008	9/11/2012
CA919990034US1	US	6785706	09/652192	8/31/2000	8/31/2004
CA920125015US1	US	8584131	11/694664	3/30/2007	11/12/2013
CA920125015US2	US	9317338	14/058459	10/21/2013	4/19/2016
END920070371US1	US	8347307	12/046759	3/12/2008	1/1/2013
END920080428US1	US	8700752	12/611266	11/3/2009	4/15/2014
END920100228US1	US	8572623	13/004049	1/11/2011	10/29/2013
END920100228US2	US	9348650	14/018961	9/5/2013	5/24/2016
FIS920010174US1	US	7171668	10/023154	12/17/2001	1/30/2007
FR920010023US1	US	7735080	09/943563	8/30/2001	6/8/2010
FR920100039US1	US	9086892	13/882247	11/3/2011	7/21/2015
GB920050042US1	US	8930521	11/459944	7/26/2006	1/6/2015
IL920050021US2	US	8086708	11/237295	9/28/2005	12/27/2011
JP920070003US1	US	8892705	12/033938	2/20/2008	11/18/2014
*JP920070144US1	US	8161047	12/337597	12/17/2008	4/17/2012
JP920070145US1	US	8639798	12/327548	12/3/2008	1/28/2014
JP920070204US1	US	8612574	12/336745	12/17/2008	12/17/2013
JP920080128US1	US	8321549	12/478423	6/4/2009	11/27/2012
POU920070233US1	US	7971099	12/061185	4/2/2008	6/28/2011
POU920150371US1	US	9396251	14/990182	1/7/2016	7/19/2016
ROC920040232US1	US	7739687	11/068338	2/28/2005	6/15/2010
RPS920000011US1	US	6959380	09/804875	3/13/2001	10/25/2005
RPS920070230US1	US	8244827	11/960629	12/19/2007	8/14/2012
RSW920030137US1	US	6993453	10/695164	10/28/2003	1/31/2006
RSW920070053US1	US	9262295	11/774859	7/9/2007	2/16/2016
RSW920070087US1	US	7912813	11/772865	7/3/2007	3/22/2011
SOM920030005US2	US	7636363	10/813865	3/31/2004	12/22/2009
SVL920010051US2	US	8166006	09/968353	9/28/2001	4/24/2012
SVL920010051US3	US	8914807	10/407536	4/3/2003	12/16/2014
SVL920010078US1	US	8924408	09/967553	9/28/2001	12/30/2014
YOR920030079US1	US	7278156	10/453951	6/4/2003	10/2/2007
YOR920040189US1	US	7533007	10/869873	6/18/2004	5/12/2009
YOR920060469US1	US	8843503	11/479532	6/30/2006	9/23/2014
YOR920070108US1	US	8214806	11/746171	5/9/2007	7/3/2012

* inactive

END OF EXHIBIT A

EXHIBIT B

Granted Non-US Patents

IBM Docket Number	Country	Patent Number	Application Number	Filing Date	Issue Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
* [REDACTED]	CA	2261507	2261507	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
E [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
F [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
* [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
J [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

* inactive

END OF EXHIBIT B

EXHIBIT D

Form of Recordable Patent Assignment and Reservation

For good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations stated in the Patent Assignment Agreement Reference No. L16 _____ between the parties with an effective time and date of 11:59pm United States Eastern Time on _____ ("Effective Time and Date") ("Patent Assignment Agreement"), International Business Machines Corporation, a New York corporation having a place of business at Armonk, New York, (hereinafter "ASSIGNOR"), hereby grants and assigns to _____, a _____ corporation having a place of business at _____ (hereinafter "ASSIGNEE"), all of IBM's right, title and interest in and to the United States Letters Patents identified in Exhibit A and the United States patent applications identified in Exhibit C, attached hereto, (hereinafter, collectively, "ASSIGNED PATENTS"), to have and to hold the same, unto ASSIGNEE for its own use and enjoyment and for the use and enjoyment of its successors and assigns, including but not limited to all past, present and future damages for infringement of any of the Assigned Patents accruing on and after the Effective Time & Date and damages for any infringement prior to the Effective Time & Date to the extent not recovered by the ASSIGNOR and the sole right to sue therefore under such Assigned Patents, for the full term or terms of all such ASSIGNED PATENTS, subject to all rights granted under the ASSIGNED PATENTS to third parties prior to said Effective Time & Date.

ASSIGNOR hereby reserves and retains, for the benefit of itself and its subsidiaries and its and their successors and assigns, an irrevocable, non-transferable, right and license set forth in the Patent Assignment Agreement.

IN WITNESS WHEREOF, ASSIGNOR has caused this Patent Assignment and Reservation to be duly signed on its behalf.

Signature: _____

Date: _____

Name:

Title:

END OF EXHIBIT D

EXHIBIT E

<u>List A</u>	<u>List B</u>	<u>List C</u>
Salesforce Cherwell BMC Software Oracle Akamai Splunk Deloitte Atlassian ZenDesk	CA Technologies (Aug. 5, 2012) Cisco (June 30, 2016) AT&T (Jan 1, 2000) EMC Corp (Dec. 31, 2005) VMWare Inc. (Dec. 31, 2005)	Workday (July 29, 2021)

END OF EXHIBIT E