

SERVICENOW, INC.
QUALIFIED TRANSPORTATION EXPENSE REIMBURSEMENT PLAN
SUMMARY PLAN DESCRIPTION

01/01/2019

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INTRODUCTION

ServiceNow, Inc. (the "Company") established the ServiceNow, Inc. Qualified Transportation Expense Reimbursement Plan (the "Plan") effective 01/01/2012. This Summary Plan Description describes the Plan as amended and restated effective 01/01/2019.

This revised Summary Plan Description supersedes all previous Summary Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency.

ELIGIBILITY FOR PARTICIPATION

Eligible Employee

You are an "Eligible Employee" if you are employed by ServiceNow, Inc. or any affiliate who has adopted the Plan and have met the Company's requirements for benefits eligibility for this Plan. To be eligible for the Qualified Transportation Expense Reimbursement Plan, you must be an active, full-time or part-time regular employee or intern. However, you are not an "Eligible Employee" if you are any of the following: an independent contractor, a self-employed individual (including a partner), or a person who owns (or is deemed to own) more than 2 percent of the outstanding stock of an S corporation. If you are an "Eligible Employee," you will be eligible to receive benefits from the Plan as of your date of hire.

You will stop being a participant eligible to receive benefits from the Plan on the date you are no longer an "Eligible Employee" or the date you terminate employment with the Company.

ELECTIONS

In General

When you become eligible to participate in the Plan, you may begin contributing to the Plan. All contributions will be credited to an account established on your behalf. Your contributions to the Plan are generally not subject to federal income tax or social security taxes.

Please note that while you may enjoy certain tax benefits, there may be some drawbacks to participation in the Plan. For instance, participation in the Plan may lower your social security benefits. You should consult with your professional tax/financial advisor to determine the consequences of your participation in this Plan.

Timing of Elections

You may modify/start/stop elections monthly.

The Plan Administrator has not provided for automatic elections. A compensation reduction election will only be made if you elect to receive Qualified Transportation Expenses in lieu of Compensation.

BENEFITS OFFERED

Qualified Transportation Expenses

You are entitled to have an account for the following types of Qualified Transportation Expenses: Transportation in a Commuter Highway Vehicle, Transit Passes and Qualified Parking.

"Transportation in a Commuter Highway Vehicle" includes transportation provided by the Company to you in connection with travel between your residence and place of employment. Transportation in a Commuter Highway Vehicle includes transportation provided by a van pool. A "Commuter Highway Vehicle" should have a seating capacity of at least six adults (excluding the driver) and at least 80 percent of the vehicle's mileage for a year is reasonably expected to be: (i) for transporting employees in connection with travel between their residences and their place of employment; and (ii) on trips during which the number of employees transported for commuting is at least one-half of the adult seating capacity of the vehicle (excluding the driver).

"Transit Passes" include any pass, token, farecard, voucher, or similar item (including an item exchangeable for fare media) that entitles you to transportation: (i) on mass transit facilities (whether or not publicly owned); or (ii) provided by any person in the business of transporting persons for compensation or hire in a highway vehicle with a seating capacity of at least six adults (excluding the driver).

"Qualified Parking" includes parking provided to you by the Company: (i) on or near the employer's business premises; or (ii) at a location from which you commute to work (including commuting by carpool, commuter highway vehicle, mass transit facilities, or transportation provided by any person in the business of transporting persons for compensation or hire). Parking on or near the employer's business premises includes parking on or near a work location at which you provide services for the employer.

"Qualified Parking" does not include: (1) the value of parking provided to you if it is excludable from gross income under Code as a working condition fringe, (2) reimbursement paid to you for parking costs that is excludable from gross income as an amount treated as paid under an accountable plan in accordance with Treas. Reg. 1.62-2, or (3) parking on or near property used by you for residential purposes.

CLAIMS

Purchase of Qualified Transportation Expenses

You will be reimbursed for Qualified Transportation Expenses with funds from your Account.

Maximum Payment

The maximum combined payment for Transit Pass and Commuter Highway Vehicle

expenses and the maximum payment for Qualified Parking expenses is equal to the annual IRS limit

Deadlines

You must submit claims for reimbursement within 30 (thirty) days for a Qualified Parking expense and 0 (zero) days for a Mass Transit expense.

Documentation of Claims

Any claim for benefits must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merits of the claim. The Plan Administrator may request any additional information necessary to evaluate the claim.

Method and Timing of Payment

To the extent that the Plan Administrator approves a claim, the Company may either (i) reimburse you, or (ii) pay the service provider directly. The Plan Administrator will pay claims at least once per year. The Plan Administrator may provide that payments/reimbursements of less than a certain amount will be carried forward and aggregated with future claims until the reimbursable amount is greater than a minimum amount. In any event, the entire amount of payments/reimbursements outstanding at the end of the Plan Year will be reimbursed without regard to the minimum payment amount.

Where to Submit Claims

All claims must be submitted to SHDR at PO Box 6400, Greenville, SC 29606. The telephone number is 800-768-4873.

Refunds/Indemnification

You must immediately repay any excess payments/reimbursements. You must reimburse the Company for any liability the Company may incur for making such payments, including but not limited to, failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If you fail to timely repay an excess amount and/or make adequate indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset your salary or wages, and/or (ii) offset other benefits payable under this Plan.

MISCELLANEOUS

Forfeitures

After you have made an election to receive Qualified Transportation Expenses, you may not subsequently receive the Compensation in cash or any form other than by payment of Qualified Transportation Expenses.

Any balance remaining in your Account on your date of Termination shall be forfeited and shall remain the property of the Company. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made.

Carryforward

You may carry over unused compensation reduction amounts to subsequent periods. However, even if you carry over funds from one month to the next, you still may not exceed the maximum monthly payment from your Account.

Amendment and Termination

The Company may amend, terminate or merge the Plan at any time.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

ADMINISTRATIVE INFORMATION

1. The Plan Sponsor and Plan Administrator is ServiceNow, Inc.
Its address is 2225 Lawson Lane, Santa Clara, CA 95054.
Its telephone number is 408-501-8550.
Its Employer Identification Number is 20-2056195.
2. The Company's fiscal year and the plan year end on 12/31.

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